



## City of Newburgh Council Work Session

6:00 pm

March 7, 2013

### AGENDA

1. Review of Tentative Agenda:
  - a. Approval of the minutes of the City Council meeting of February 25, 2013
2. Grants/Contracts:
  - a. (Res. 52) A resolution authorizing participation in the Orange County Fire Mutual Aid Plan
3. Finance:
  - a. (Res. 53) A resolution amending Resolution No. 223-2012, the 2013 Budget for the City of Newburgh, New York to transfer \$10,000.00 from contingency to property management-maintenance in connection with the clean up of 1 Edward Street.
  - b. (Res. 54) Acceptance of a donation of 2 k-9 unit dogs from the PBA and the PSOA
4. Discussion:
  - a. (Res. 55) Waterfront Advisory Committee reappointments
  - b. Manufactured Gas Plant Clean Up by Central Hudson
  - c. 72 Hasbrouck Street – review of re-purchase conditions
  - d. Old Business:
    - (Res. 36) A resolution stating the City's intent to provide insurance coverage and to supply the City of Newburgh's tax identification number for the purposes of applying for grants to support the Newburgh Illuminated Event to be held in June 2013.
5. Executive Session:
  - a. Pending Litigation

A regular meeting of the City Council of the City of Newburgh was held on Monday, February 25, 2013 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Pastor Brock, followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Angelo, Councilman Dillard, Councilwoman Lee - 4

Absent: Councilman Brown - 1

### COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the corrected Minutes of the January 28, 2013 City Council meeting and the minutes of February 7, 2013 Work Session meeting be approved.

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy-4

CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the City Clerk's Report and the Registrar of Vital Statistics Report for the month of January be received, filed and made available to the press.

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy-4

CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the Civil Service Administrator's Report for the month of January be received and filed only.

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy-4

CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the Notices of Claims, the Motion of Intent of Service and the Summons and Complaint be referred to the Corporation Counsel with power to act.

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy-4

CARRIED

## ANNOUNCEMENTS

Mayor Kennedy mentioned the Enhanced STAR Exemption program for persons who are over 65 years of age and who meet the income guidelines. Qualified individuals must submit their applications to the Assessor by the March 1<sup>st</sup> deadline.

Next she announced that the State of the City Address is going to be held on Tuesday, February 26<sup>th</sup> at 7:00 P.M. at the Activities Center, 401 Washington Street, Newburgh, NY. Everyone is invited to attend.

## PRESENTATION

In keeping with our tradition of Black History month, we usually have some type of performance at the meeting. Tonight we have a performance by the Newburgh Performing Arts Academy dancers.

## COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Mary Ellen Korchinsky asked the council to support the Newburgh Illuminated festival. We are fortunate to be celebrating the 25<sup>th</sup> Anniversary of a terrific festival that Ms. Angelo has given Newburgh as a present. It is a wonderful way to end our summer. The committee hopes that the event will grow in stature and delight, just as the International Festival has for over two-and-a-half decades. There will be many different activities for all aspects of the community. We are hoping to put Newburgh on the map as a place that is moving forward and positive, and where all of us can come together and have a good time.

Pastor Austin remarked that a year ago dedicated citizens put their shoulders together. We were asked to put aside differences to begin to work together on a common goal- the goal to see Newburgh in a different light. These are citizens who have a heart for Newburgh. We put aside our cultural, political and communication differences to work together. Newburgh has a special place in American History. It is with this heart, mind and spirit that we ask you to join us in celebrating Newburgh in a different light. We invite all vendors to participate. There will be two sites, one at Washington Headquarters and the other at Downing Park. This is going to be a time when we can resoundingly say that we are working together.

Brenda McPhail asked if the committee of the Illuminated event is planning to work side-by-side with Ms. Angelo. Which organizations are apart of the event? She expressed that Downing Park has never done anything for the City of Newburgh, except hold an event once a year with its own members. DP has been here for years. She feels that it has not done anything for the young people who live in the community. It is disconcerting that we are now talking about coming together and putting our differences aside. Action speaks louder than words, and she wants to see it.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

There were no comments at this time.

CITY MANAGER'S REPORT

RESOLUTION NO.: 30 - 2013

OF

FEBRUARY 25, 2013

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO THOMAS M. CURRAN AND BEATRIZ CURRAN  
TO THE PREMISES KNOWN AS 2 PARK PLACE, UNIT C-3D  
(SECTION 57, BLOCK 1, LOT 1.-44)**

**WHEREAS**, on July 23, 2004, the City of Newburgh conveyed property located at 2 Park Place, Unit C-3D, being more accurately described on the official Tax Map of the City of Newburgh as Section 57, Block 1, Lot 1.-44, to Thomas M. Curran and Beatriz Curran; and

**WHEREAS**, the owners have requested a release of the restrictive covenants contained in said deed; and

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

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

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

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

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy-4

**ADOPTED**

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

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 2 Park Place, Unit C-3D, Section 57, Block 1, Lot 1.-44 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated July 23, 2004, from THE CITY OF NEWBURGH to THOMAS M. CURRAN and BEATRIZ CURRAN, recorded in the Orange County Clerk's Office on August 3, 2004 in Liber 11571 of Deeds at Page 0650 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed

Dated: \_\_\_\_\_, 2013

THE CITY OF NEWBURGH

By:

\_\_\_\_\_  
RICHARD F. HERBEK,  
City Manager

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2013, before me, the undersigned, a Commissioner of Deeds in and for said State, personally appeared RICHARD F. HERBEK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_

**RESOLUTION NO.: 31 - 2013**

**OF**

**FEBRUARY 25, 2013**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF NEWBURGH MEMORIALIZING THEIR  
POSITION REGARDING THE PROPOSED LAWS CONCERNING  
CONTACT INFORMATION FOR VACANT STRUCTURES**

**WHEREAS**, vacant, abandoned and foreclosed homes and structures have proliferated throughout New York State over the last five years; and

**WHEREAS**, vacant structures that are not maintained for months at a time degrade and depreciate the value of the vacant structure as well as the value of surrounding properties; and

**WHEREAS**, lending institutions that hold mortgages on said vacant structures do not always provide the contact information of a responsible party; and

**WHEREAS**, Assembly Bill A.88 and Assembly Bill A.824, currently pending, would make it mandatory for lending institutions to provide contact information of responsible parties regarding vacant structures; and require good faith in obtaining a foreclosure; and

**WHEREAS**, the City Council of the City of Newburgh supports the passage of said Bills;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Newburgh does hereby support the passage of said Bills and respectfully requests that the State Representatives who represent constituents in the City of Newburgh support the passage of said Bills.

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4**

**ADOPTED**

RESOLUTION NO.: 32 - 2013

OF

FEBRUARY 25, 2013

**A RESOLUTION AUTHORIZING THE 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 2012 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 2012 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 \$32,000.00 from the 2012 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 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 2012 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.

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4**

**ADOPTED**

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 \$56,098 and will administrator the FY 2012 JAG recovery award and that further, the County will act as the fiscal agent for said funds; and

**WHEREAS**, funds obtained from the 2012 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 2012 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 \$32,000 from the FY 2012 JAG award to be used to focus additional police presence in high crime areas of the city;

The City of Middletown will receive \$10,000 to provide for additional police presence in high crime areas of the city;

The County will receive \$14,098 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 2012 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 \$32,000 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**

\_\_\_\_\_  
Richard F. Herbek  
City Manager

\_\_\_\_\_  
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.: 33 - 2013**

**OF**

**FEBRUARY 25, 2013**

**A RESOLUTION AMENDING RESOLUTION NO.: 200-2012 OF NOVEMBER 13, 2012 WHICH AUTHORIZED THE CITY MANAGER TO APPLY FOR AND ACCEPT A GRANT OFFERED BY THE ORANGE COUNTY YOUTH BUREAU AND TO ENTER INTO CONTRACTS WITH ORANGE COUNTY THROUGH THE ORANGE COUNTY YOUTH BUREAU FOR FUNDING TO PROVIDE RECREATION AND SERVICE PROGRAMS FOR THE CITY OF NEWBURGH YOUTH BUREAU FOR 2013 SERVICE FUNDING**

**WHEREAS**, this Council, by Resolution No.: 200-2012 of November 13, 2012, authorized the City Manager to accept a grant offered by the Orange County Youth Bureau and enter into contracts with Orange County through the Orange County Youth Bureau for funding to provide recreation and service programs for the City of Newburgh Youth Bureau in the amount of \$9,411.00 for 2013 Recreation Funding and \$8,438.00 for 2013 Service Funding; and

**WHEREAS**, the City of Newburgh has been notified that the grant for the 2013 Service Funding has been reduced by the amount of \$1,399.00 from \$8,438.00 to \$7,039.00; and

**WHEREAS**, the Orange County Youth Bureau has revised the 2013 municipal contract to reflect the reduced funding; and

**WHEREAS**, this Council has determined that accepting of such funds is in the best interests of the City of Newburgh and its residents;

**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 accept a grant offered by the Orange County Youth Bureau and enter into contracts with Orange County through the Orange County Youth Bureau for funding to provide recreation and service programs for the City of Newburgh Youth Bureau in the amount of \$9,411.00 for 2013 Recreation Funding and \$7,039.00 for 2013 Service Funding; and

**BE IT FURTHER RESOLVED**, that the City Manager is further authorized to execute the necessary documents as may be appropriate and necessary to accept such funds and administer the program funded thereby.

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

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4

**ADOPTED**

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**INDIVIDUAL PROGRAM APPLICATION**  
Program Information

Program Title: City of Newburgh Youth Bureau/Playground on Wheels	OCFS ID# (if of County Use Only)	Program Year: 2013
<input type="checkbox"/> Direct Services will NOT be provided by this program		

<b>FUNDING INFORMATION</b>	
Funding Category:	County: Orange County
Funding Type:	Sponsoring County/Municipality: Orange County Youth Bureau

<b>FUND AMOUNTS</b>		<b>AUTHORIZED VOUCHER SIGNEE</b>	
Total Program Amount \$19,120.00	OCFS Funds Requested: \$5,639.00	1. Last Name: Pittman	First Name: Joy
Youth Bureau/Allocated Youth Bureau ONLY:		Title: Division Manager	
60% State Aid [RHYA Programs ONLY]	% Tax Match	2. Last Name: Fabanio	First Name: Karina
% Agency Cash:	% In Kind	Title: Data Specialist	

<b>AGENCY/MUNICIPALITY INFORMATION</b>			
This Agency is: <input checked="" type="checkbox"/> Private, Not for Profit <input type="checkbox"/> Public <input type="checkbox"/> Religious Corporations			
Federal ID #: 14-06002329	Charities Reg. #:	<b>CONTACT PERSON FOR AGENCY/MUNICIPALITY</b>	
Agency Website: cityofnewburgh-ny.gov	Implementing Agency/Municipality: City of Newburgh	Last Name: Pittman	First Name: Joy
Mailing Address: 104 South Lander Street	Address Line 2:	Title: Division Manager	Phone Number: (845) 565-1213
City: Newburgh	State: NY	Zip Code: 12550	Extension: 7016
FROM: 7/1/13		TO: 8/31/13	

<b>EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY</b>			
Last Name: Herbek	First Name: Richard	<b>HOURS OF OPERATION</b>	
Title: Acting City Manager	Phone Number: (845) 565-7301	FROM: 10a.m.	TO: 7p.m.
Fax Number: (845) 569-7370	E-Mail: rherbek@cityofnewburgh-	<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain) Saturday and Sunday depending on event.	

Check if:  Joint Program

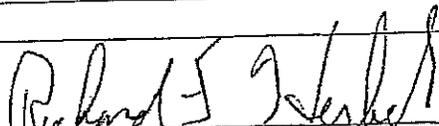
1. Name of participating municipalities: \_\_\_\_\_

2. Name of primary disbursing municipality: \_\_\_\_\_

Check if:  Purchase of Service

1. Agency providing service: \_\_\_\_\_

2. Agency purchasing service: \_\_\_\_\_

  
EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.



**MUNICIPAL COMPONENT SUMMARY** Attachment A  
 (USE A SEPARATE SHEET FOR EACH DIFFERENT PROGRAM COMPONENT)

MUNICIPALITY: <u>City of Newburgh</u>		PHONE NO: (845) <u>565-3230</u>
PROGRAM TITLE: <u>Playground on Wheels</u>		
COMPONENT NAME: <u>Playground on wheels</u>	OPERATION PERIOD: <u>7/1/13</u> to <u>8/31/13</u>	

**PARTICIPANT OUTCOMES** (measurable):  
 Expected change, benefit or improvement in condition or behavior:  
To maintain a safe enviroment in the community.

**STRATEGIES** (describe steps taken for participants to reach the stated outcomes):  
 How you will create the change, benefit, and condition?  
To engaged the community in neighborhoods clean and actvifies that are provided by Playground on Wheels.

TOTAL # OF YOUTH TO BE SERVED FOR THIS COMPONENT: <u>200+</u>	AGE RANGE: <u>7 to 21</u>	AVERAGE ATTENDANCE PER SESSION: <u>200+</u>
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<b>Gender:</b> Male: <u>125</u> Female: <u>75</u>	<b>Age:</b> 0-4: _____ 5-9: <u>60</u> 10-14: <u>60</u> 15-17: <u>50</u> 18-20: <u>50</u> 21+: _____
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**Ethnicity:**  
 White: 10 Black or African American: 150 Hispanic or Latino: 35  
 American Indian or Alaskan Native: \_\_\_\_\_ Asian: \_\_\_\_\_ Native Hawaiian or Other Pacific Islander: \_\_\_\_\_  
 Two or More Races: 5

**Target Population:** (estimate projected whole numbers of youth for each category)  
 General Youth: 13 Youth aging out of Foster Care: \_\_\_\_\_ Children of Incarcerated Parents: 60  
 Youth in Juvenile Justice System who re-enter the community: \_\_\_\_\_ Runaway and Homeless Youth: 10

\*Please complete the Municipal Program Logistics Summary (Attachment A-1), to clearly break down each component's schedule(s), location(s) and number of youth expected at each site. This information will be utilized for monitoring purposes.



**MUNICIPAL COMPONENT SUMMARY** Attachment A  
(USE A SEPARATE SHEET FOR EACH DIFFERENT PROGRAM COMPONENT)

MUNICIPALITY: <u>City of Newburgh</u>		PHONE NO: (845) <u>565-3230</u>
PROGRAM TITLE: <u>Youth Voice</u>		
COMPONENT NAME: <u>Youth Voice</u>	OPERATION PERIOD: <u>1/1/13</u> to <u>12/31/13</u>	

**PARTICIPANT OUTCOMES** (measurable):  
 Expected change, benefit or improvement in condition or behavior:  
**The Youth Voice Program will continue to provide the necessary resources to empower youth in the City of Newburgh.**

**STRATEGIES** (describe steps taken for participants to reach the stated outcomes):  
 How you will create the change, benefit, and condition?  
**Youth will attend weekly meeting, scheduled workshop and training. Youth will engaged in implementing programs and events for the City of Newburgh.**

TOTAL # OF YOUTH TO BE SERVED FOR THIS COMPONENT: <u>40</u>	AGE RANGE: <u>12 to 18</u>	AVERAGE ATTENDANCE PER SESSION: <u>40+</u>
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<b>Gender:</b> Male: _____ Female: _____	<b>Age:</b> 0-4: _____ 5-9: _____ 10-14: _____ 15-17: _____ 18-20: _____ 21+: _____
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**Ethnicity:**  
 White: 4 Black or African American: 20 Hispanic or Latino: 11  
 American Indian or Alaskan Native: \_\_\_\_\_ Asian: \_\_\_\_\_ Native Hawaiian or Other Pacific Islander: \_\_\_\_\_  
 Two or More Races: 5

**Target Population:** (estimate projected whole numbers of youth for each category)  
 General Youth: 36 Youth aging out of Foster Care: \_\_\_\_\_ Children of Incarcerated Parents: 12  
 Youth in Juvenile Justice System who re-enter the community: \_\_\_\_\_ Runaway and Homeless Youth: 2

\*Please complete the Municipal Program Logistics Summary (Attachment A-1), to clearly break down each component's schedule(s), location(s) and number of youth expected at each site. This information will be utilized for monitoring purposes.

**NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
INDIVIDUAL PROGRAM APPLICATION  
Program Information**

Program Title: <b>City of Newburgh Youth Bureau/Youth Voice</b>	QYDS ID# (For County Use Only):	Program Year: <b>2013</b>
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Direct Services will NOT be provided by this program

<b>FUNDING INFORMATION:</b>	
Funding Category: <b>YDDP</b>	County: <b>Orange County</b>
Funding Type: <b>SERVICE</b>	Sponsoring County/Municipality: <b>Orange County Youth Bureau</b>

<b>FUND AMOUNTS:</b>		<b>AUTHORIZED VOUCHER SIGNEE</b>	
Total Program Amount: <del>\$10,743</del> <b>14,077</b>	(DU) 12/4/12	1. Last Name: <b>Pittman</b>	
OCFS Funds Requested: <del>\$10,743</del>		First Name: <b>Joy</b>	
Youth Bureau Allocated (Youth Bureau ONLY): <del>8438</del> <b>7038 (SD)</b>		Title: <b>Division Manager</b>	
60% State Aid [RHYA Programs ONLY]	% Tax Match	2. Last Name: <b>Fabanio</b>	
% Agency Cash:	% In Kind	First Name: <b>Karina</b>	
		Title: <b>Data Specialist</b>	

<b>AGENCY/MUNICIPALITY INFORMATION:</b>	
This Agency is: <input checked="" type="checkbox"/> Private, Not for Profit <input type="checkbox"/> Public <input type="checkbox"/> Religious Corporations	

Federal ID #: <b>14-6002329</b>	Charities Reg.#:	Last Name: <b>Pittman</b>	First Name: <b>Joy</b>
Agency Website: <b>cityofnewburgh-ny.gov</b>		Title: <b>Division Manager</b>	
Implementing Agency/Municipality: <b>City of Newburgh</b>		Phone Number: <b>(845) 565-1213</b>	Extension: <b>7016</b>
Mailing Address: <b>104 South Lander Street</b>		Fax Number: <b>(845) 565-1286</b>	E-Mail: <b>jpittman@ciyofnewburgh-</b>

<b>PERIOD OF ACTUAL PROGRAM OPERATION:</b>			
FROM: <b>1/1/13</b>	TO: <b>12/31/13</b>		

<b>EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY:</b>		<b>HOURS OF OPERATION:</b>	
Last Name: <b>Herbek</b>	First Name: <b>Richard</b>	FROM: <b>4pm</b>	TO: <b>6pm.</b>
Title: <b>Acting City Manager</b>		<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain) Saturday and Sunday depending on event.	
Phone Number: <b>(845) 565-7301</b>	Extension:		
Fax Number: <b>(845) 569-7370</b>	E-Mail: <b>rherbek@cityofnewburgh-</b>		

**Check if:**     Joint Program

1. Name of participating municipalities: \_\_\_\_\_

2. Name of primary disbursing municipality: \_\_\_\_\_

**Check if:**     Purchase of Service

1. Agency providing service: \_\_\_\_\_

2. Agency purchasing service: \_\_\_\_\_

*Richard Herbek*

EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

direct or indirect, in this Agreement or in the proceeds thereof, 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 their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form, either voluntarily completes and submits said Disclosure form disclosing their interest in this Agreement or seeks 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 and warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Subrecipient shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded County for such falsity or breach, nor shall it constitute a waiver of 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.

#### 7. SECULAR PURPOSE

Performance of the Program under this Agreement is secular in nature and shall be provided or performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs. Subrecipient agrees that it will not provide sectarian, partisan or religious services, counseling, proselytizing, instruction, or influence in the performance of the Program under this Agreement.

#### 8. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Subrecipient certifies and warrants that all wood products to be used under this Agreement (e.g. playground equipment) will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Subrecipient to establish for the approval of the County. In addition, when any portion of this Agreement involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the Subrecipient will indicate and certify in the submitted bid or proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the County; otherwise, the bid or proposal may not be considered responsive.

#### 9. INDEPENDENT CONTRACTOR

In performing the Program and incurring expenses under this Agreement, Subrecipient shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of County. As an independent contractor, Subrecipient shall be solely responsible for determining the means and methods of performing the Scope of Work and shall have complete charge and responsibility for Subrecipient's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Subrecipient covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of County, or of any department, agency, or unit thereof, and that they will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Worker's Compensation or Disability coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage, or employee retirement membership or credit.

## 10. ASSIGNMENT AND SUBCONTRACTING

Subrecipient shall not assign any of its rights, interests, or obligations under this Agreement, or subcontract any of the Program to be performed by it under this Agreement, without the prior express written consent of the County Executive and the County Youth Bureau Director. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services or goods provided thereunder will not be compensated. Any subcontract or assignment properly consented to by County shall be subject to all of the terms and conditions of this Agreement. Subrecipient shall remain liable to County even if County consents to any such assignment or subcontract.

Failure of Subrecipient to obtain any required consent to any assignment shall be grounds for termination for cause, at the option of County. If so terminated, County shall be relieved and discharged from any further liability and obligation to Subrecipient, its assignees, or transferees, and all monies that may become due under this Agreement shall be forfeited to County except so much as may be necessary to pay Subrecipient's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Subrecipient for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

## 11. BOOKS AND RECORDS

Subrecipient 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.

## 12. RETENTION OF RECORDS

Subrecipient agrees to retain all books, records, documents and other evidence relevant to this Agreement for six (6) years after the later of final payment or termination of this Agreement. County, State and Federal auditors, and any other persons duly authorized by County, shall have full access and the right to examine any of said materials during said period.

## 13. AUDIT BY THE COUNTY AND OTHERS

All claim forms and invoices presented for payment, and the books, records, and accounts upon which the claim forms or invoices are based, are subject to audit by County. Subrecipient shall submit any and all documentation and justification of costs incurred by Subrecipient in the performance of this Agreement, that County may require to evaluate the reasonableness of the charges. Subrecipient shall make its records available to County upon request. All books, claim forms, invoices, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by County, the State of New York, the federal government, or other persons duly authorized by County. Such audits may include examination and review of the source and application of all funds whether from County, the State of New York, the federal government, private sources or otherwise. Subrecipient shall not be entitled to any interim, progress or final payment under this Agreement if any audit requirements or requests have not been satisfactorily met.

## 14. INSURANCE

For the full term of this Agreement as may be extended, renewed or amended, Subrecipient shall

maintain or cause to be maintained in full force and effect, at its expense, Worker's Compensation, Disability, Automobile Liability (including but not limited to bodily injury and property damage) General Liability (including but not limited to contractual liability, bodily injury and property damage), Professional Liability (if available for Subrecipient's profession), and other insurance with stated minimum coverages, all as listed below or otherwise required by County under this Agreement. Such policies are to be in the broadest form available and written by insurers with an A.M. Best rating of A- or better, who have been fully informed as to the nature of the Program to be performed. Additional coverage types or limits may be required by the County if any policy contains a contractual liability exclusion.

Type of Coverage	Min. Coverage
Workers' Compensation	Statutory
Disability	Statutory
Employer's liability	\$500,000 ea accident \$500,000 disease ea employee \$500,000 disease policy limit
Automobile Liability (incl. bodily injury & property damage)	\$1,000,000 per occurrence \$1,000,000 aggregate
Comprehensive General Liability (incl. bodily injury & property damage)	\$1,000,000 per occurrence \$1,000,000 aggregate
Professional Liability (if commercially available for Subrecipient's profession)	\$1,000,000 per claim \$1,000,000 aggregate

Except for Worker's Compensation, Disability and Professional Liability, County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Subrecipient and not those of the County.

Notwithstanding anything to the contrary in this Agreement, Subrecipient irrevocably waives all claims against County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance described above. The provisions of insurance by Subrecipient shall not in any way limit Subrecipient's liability under this Agreement.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County and (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County, directed to the Director of the Risk Management Division. County shall have the discretion to pay any necessary premiums to keep such insurance in effect and charge the cost back to Subrecipient.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede Subrecipient's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. If the insurance is terminated for any reason and/or for at least six (6) years following

completion of the Program, Subrecipient will maintain an extended reporting provision and/or similar insurance for the period of performance plus six years from the date of such termination or final acceptance;

C. Immediate notice shall be given to the County through the Director of the Youth Bureau and the County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the Program performed under this Agreement.

Subrecipient shall submit certificates of insurance evidencing Subrecipient's compliance with these requirements prior to commencing performance of the Program and, if applicable, current New York State forms evidencing exemption from workers' compensation and/or disability.

## 15. INDEMNIFICATION

Subrecipient 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), whether incurred as a result of a claim by a third party or any other person or entity, arising out of any negligence, fault, act or omission of Subrecipient, its officers, employees, subcontractors, assignees, agents or other representatives in performance of the Program within or without the scope of this Agreement.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an officer, employee, subcontractor, assignee, agent or other representative of Subrecipient; either within or without the duties of officers or scope of employment, subcontract, assignment, agency, or other representation; then the County shall have the right to withhold payments for the purpose of set-off in sufficient sums to cover the claim or action. These rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or this Agreement.

## 16. PROTECTION OF COUNTY PROPERTY

Subrecipient assumes the risk of and shall be responsible for, any loss or damage to County property, (including property and equipment leased by County, used in the performance of this Agreement) and caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of Subrecipient, its officers, directors, members, partners, employees, agents, representatives, consultants, specialists, subcontractors, assignees or any other person or entity engaged by Subrecipient for performance of the Program.

In the event that any such County property is lost or damaged, except for normal wear and tear, then County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Subrecipient agrees to defend, indemnify, and hold the County harmless from any and all liability or claim for loss, cost, damage, or expense (including, without limitation, reasonable attorney fees and costs of litigation, settlement, or both) due to any loss or damage to any County property used in the performance of the Program.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

## 17. TERMINATION

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

Upon termination of this Agreement, Subrecipient shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to County, within thirty (30) days from date of termination, any unexpended funds which have been paid to Subrecipient pursuant to this Agreement; and

B. Furnishing an inventory to County of all equipment, appurtenances, and property purchased by Subrecipient through, or provided under, this Agreement within thirty (30) days, and carrying out any County directive concerning the disposition thereof.

In the event County terminates this Agreement in whole or in part, County may fund, upon such terms and in such manner as deemed appropriate, a substitute Program similar to the one that will not be provided by Subrecipient due to termination, and in the event of partial termination, Subrecipient shall continue the remaining performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated, in whole or in part, for other than the convenience of County, the extra cost of any substitute Program funded by the County, will be charged to Subrecipient, set off against any sums due Subrecipient, or both.

#### 18. GENERAL RELEASE

By executing this Agreement Subrecipient agrees that the acceptance by Subrecipient or its assignees of the final payment under this Agreement, (including but not limited to by judgment of any court of competent jurisdiction or administrative means), shall constitute and operate as a general release to the County from any and all claims of Subrecipient arising out of the performance of this Agreement.

#### 19. SET-OFF RIGHTS

County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Subrecipient (i) under this Agreement, (ii) under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from County by operation of law. County has the right to withhold monies otherwise due under this Agreement for purposes of set-off due to, without limitation: breach of this Agreement, failure to perform at all, or in accordance with the standards herein or breach or violation of any representations or warranties,

County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies, monetary penalties or interest relative thereto.

Set-off, if affected, shall not constitute the sole remedy afforded County for any such breach or falsity, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by in law or equity or pursuant to this Agreement.

#### 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not

be submitted to arbitration unless specifically agreed to in writing by the County Executive. Instead, such disputes shall only be heard in the Supreme Court of the State of New York, with venue in Orange County or, if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

## 21. GOVERNING LAW

In the event of any conflict of law; this Agreement shall be governed by the laws of the State of New York without giving effect to its choice of law provisions. Subrecipient shall perform under this Agreement in accordance with applicable provisions of all federal, state, and local laws, rules, and regulations as are in effect through the time of performance of the Program.

## 22. CURRENT OR FORMER COUNTY EMPLOYEES

Subrecipient represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Subrecipient has or may have with County without the express written permission of County. This limitation period covers the preceding three (3) years or longer, if the County employee or former county employee has or may have an actual or perceived conflict of interest due to their position with County.

## 23. FORCE MAJEURE

Other than the strike, lockout or labor strife or troubles of the Subrecipient or Subrecipient's subcontractors or suppliers; if the performance of either party is prevented, hindered, delayed or otherwise made impossible by reason of war or the effects of war, blockade, revolution, insurrection, civil commotion, riot, mobilization, act of God, plague or other epidemic, fire, flood, obstruction of navigable waters by ice or other obstruction at any port, acts of the public enemy, any unforeseeable material or transportation or utility shortage or curtailment, governmental order, decree or regulation then, each party suffering from such condition may be excused from performance during the continuance of any such contingency and for so long as such contingency shall prevent, hinder or delay such performance. However, in the event said contingency shall continue longer than one (1) year in duration, or sooner upon agreement of the parties, provided that neither party has performed, such parties may be fully excused from performing their obligations hereunder. If one party has performed even partially, they must be made whole as the situation dictates.

## 24. ORDER OF PRECEDENCE

Unless otherwise provided for in an Addendum to this Agreement, signed by both parties, in the event of a conflict in the Contract Documents listed below the following Order of Precedence shall prevail:

- a) New York State Office of Children & Families and Orange County Youth Bureau approved Annual Program Application and related agreement(s), laws and regulations, all applicable terms and conditions of which are incorporated by reference.
- b) This Agreement and any modifications thereto in accordance with the terms of this Agreement
- c) Any solicitation or notice of funding availability issued by the County
- d) Exhibit A

## 25. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors, and assignees shall be

subject to and governed by this Agreement and any properly executed Change Orders, Amendments, or Addenda to this Agreement which supersede any other understandings or writings between or among the parties.

**26. MODIFICATION**

No changes, amendments, or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the Program under this Agreement shall not be binding, and no payment shall be due in connection therewith, without written authorization, evidenced only by a Change Order, Amendment or Addendum to this Agreement executed by the County Executive, after consultation with the Director of the Youth Bureau prior to the performance of any such changes to the Program. Any Change Order, Amendment or Addendum shall specifically set forth the additional scope of the Program, and the amount of compensation and the extension of the time for performance, if any. Unless otherwise specifically provided for in any Change Order, Amendment or Addendum, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Change Order, Amendment or Addendum.

**27. AUTHORITY TO CONDUCT BUSINESS & ACCEPTANCE OF SUBSTITUTED SERVICE:** Subrecipient should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. to County. Regardless of the propriety or legality of registration status, or receipt of documentation thereof by the County, as a condition of contract, the Subrecipient shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Subrecipient consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Subrecipient's actual receipt of process, or upon the County's receipt of the return by the United States Postal Service as refused or undeliverable. Subrecipient shall immediately notify the County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the County to the last known address shall be sufficient.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

**COUNTY OF ORANGE**

**[SUBRECIPIENT'S NAME]**



By: \_\_\_\_\_  
Edward A. Diana  
County Executive

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

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

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

**RESOLUTION NO.: 34 - 2013**

**OF**

**FEBRUARY 25, 2013**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
AN INTERMUNICIPAL AGREEMENT FOR MEMBERSHIP IN  
HISTORIC HUDSON RIVER TOWNS  
WITH AN ANNUAL DUES ASSESSMENT OF \$3,000.00**

**WHEREAS**, Historic Hudson River Towns, Inc. is a consortium of municipalities located along New York's Hudson river from Yorkers to Albany, organized under an Inter-municipal Agreement with non-profit tax exempt status; and

**WHEREAS**, membership in Historic Hudson River Towns, Inc. is open to all riverfront communities along the Hudson River from Yonkers to Albany with an annual dues assessment; and

**WHEREAS**, Historic Hudson River Towns, Inc. is an economic development initiative focused on issues of common concern in the general areas of downtown revitalization, waterfront renewal and tourism development; and

**WHEREAS**, the City Council of the City of Newburgh finds that becoming a member of Historic Hudson River Towns, Inc. will be useful and effective tool for economic development and a way of promoting the City of Newburgh among our residents and visitors; and

**WHEREAS**, this Council has reviewed the attached Inter-municipal Agreement and has determined that becoming a member of Historic Hudson River Towns, Inc. is in the best interests of the City of Newburgh; and

**WHEREAS**, it has been further determined that a budget transfer is necessary to fund the dues assessment.

**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 Inter-municipal Agreement with the Historic Hudson River Towns, Inc.; and

**BE IT FURTHER RESOLVED**, that Resolution No: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

<u>Increase</u>	<u>Decrease</u>
A.1900.1990. Contingency	\$3,000.00
A.7550.0763 Celebrations - Riverwalk \$3,000.00	

Mayor Kennedy commented in favor of the resolution. This is a great opportunity for Newburgh to be part of a consortium of cities that are trying to market their cities. We are going to get a lot of value out of the cost factor.

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

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4  
**ADOPTED**

34-2005

HISTORIC HUDSON RIVER TOWNS  
Intermunicipal Agreement

This agreement dated as of January 1, 2007 is made between the New York municipalities along the East and West shorelines of the Hudson River that have agreed to participate according to the terms below:

WITNESSETH:

WHEREAS: the communities along the Hudson Riverfront share a common history and have many characteristics and concerns in common; and

WHEREAS: the Historic River Towns of Westchester has served the interests of the 13 riverfront municipalities from Yonkers to Peekskill in economic development through tourism marketing, riverfront renewal and downtown revitalization since 1994; and

WHEREAS: it is now useful to expand the Historic River Towns of Westchester to offer participation to all Hudson Riverfront communities for mutual benefit, collaboration and co-operative tourism marketing; and

WHEREAS: this IMA is a continuation of the original IMA with no change other than the name and geographic area; and

WHEREAS: representatives of the municipalities herein have recognized the value in joining forces to focus attention on projects and programs that will increase public awareness of all that they and their neighboring river towns have to offer to residents of and visitors to the region;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The municipalities who sign this Intermunicipal Agreement have joined together under the name "Historic Hudson River Towns," as a successor to and expansion of "Historic River Towns of Westchester" with the intention of working collaboratively on projects of mutual benefit.
2. The governance of this organization shall in all respects be in the hands of the Board of Historic Hudson River Towns, to wit:
  - a. A representative of each signatory of this agreement shall constitute the Board, which shall have no fewer than one regularly scheduled meeting in each year and more frequently as the Board may determine.

- b. At the first official meeting of the Board, the representatives shall select an executive committee consisting of a President, a Vice-President, a Treasurer and a Secretary to serve for the balance of the year and serve as the Executive Committee.
  - c. The President shall develop the agenda and preside over all meetings of the whole and of the Board.
  - d. The Vice-President shall act when the President is unable to do so.
  - e. The Secretary shall maintain minutes of all meetings and proceedings.
  - f. The Treasurer shall prepare an annual budget and financial reports as required.
  - g. A majority of the total number of representatives shall be required for a quorum at any meeting. Each member of the Board shall have one vote.
  - h. The Board may, upon an affirmative vote of the members, approve additional Hudson Riverfront municipalities to become members of Historic Hudson River Towns.
3. The goals of "Historic Hudson River Towns" are as follows:
- a. To promote intermunicipal cooperation by and between the signatories to this agreement.
  - b. To build the local economy of the Hudson riverfront through public-private partnerships.
  - c. To enhance and promote tourism as an economic development initiative along the riverfront.
  - d. To increase public awareness of the features and benefits of local attractions of historical, cultural and environmental value.
  - e. To improve methods of transportation to and through the river towns.
  - f. To develop and implement a comprehensive marketing plan for the river towns.
  - g. To serve as a unified voice on issues particular to riverfront communities.
4. Members of the Historic Hudson River Towns agree to contribute the sum of \$3,000 (three thousand dollars) per year to help with the costs of operating this group. Any increase in this contribution shall require the approval of the governing

body.

5. These funds will be used to retain a consultant to assist the Historic Hudson River Towns in administering the program. The consultant will be responsible for:
  - a. Developing and implementing a marketing and public relations plan.
  - b. Building positive relationships within the group and with relevant external groups and audiences.
  - c. Building membership in the IMA.
  - d. Coordinating activities with the 501c3 non-profit organization.
  - e. Identifying funding sources to support the group's objectives.
6. Historic Hudson River Towns will complement the work that is being done through local Chambers of Commerce and county and regional tourism efforts, and is intended to supplement their efforts.
7. Historic Hudson River Towns (the IMA) will work closely with Historic Hudson River Towns, Inc., a non-profit organization established to seek funding for major projects that will benefit the entire rivertowns region. The IMA will elect two representatives to sit on the Board of the 501c3 non-profit.
8. Participation in this agreement will automatically be renewed each year unless a participant gives 60 day notice prior to the end of any calendar year of intent to withdraw.

IN WITNESS WHEREOF AND AGREEMENT THERETO, the Chief Elected Official (or duly appointed proxy) of a municipality wishing to participate in this IMA has, by the authority vested in them, signed below:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_

Municipality \_\_\_\_\_

**RESOLUTION NO.: 35- 2013**

**OF**

**FEBRUARY 25, 2013**

**A RESOLUTION AUTHORIZING THE ADDITION  
OF ONE (1) CAPTAIN POSITION ON A TEMPORARY BASIS  
IN THE FIRE DEPARTMENT**

**WHEREAS**, due to injuries and retirements, it has become necessary to create an additional position of Fire Department Captain so that there is another individual capable of performing such duties in the Fire Department; and

**WHEREAS**, the creation of such additional position will be on a temporary basis; and

**WHEREAS**, the Fire Department has advised the City Manager that its department is in need of one (1) additional individual to perform the duties of "Captain";

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the budget for the fiscal year 2013 be amended, and that there be and hereby is created one (1) additional position in the job title "Captain" in the Fire Department.

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4**

**ADOPTED**

RESOLUTION NO.: 36 - 2013

OF

FEBRUARY 25, 2013

A RESOLUTION TO SPONSOR THE  
*NEWBURGH ILLUMINATED EVENT*

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh Illuminated Festival as a City-sponsored event.

Councilman Dillard is concerned about the word *Sponsor*. His interpretation of the word means *to provide financing to any event*. When the committee first came before the council, it had mentioned that it would fundraise. Also he is concerned about use of the city's Tax ID number for the event. He stated that the committee was supposed to bring back its final outline before tonight's meeting. In all his three years on the council he has never seen a resolution containing one sentence. It draws suspicion for him. If we are going to do something, then let's do it correctly. He suggested that the council table this. Let's get the legal language prepared. He urged the committee to come back with its plan of action. We'll debate it, make some compromises, and then we'll have a great time.

Councilwoman Angelo asked the City Manager to explain why the resolution is comprised of only one sentence.

Richard Herbek stated that there are two reasons why the city is being asked to sponsor the event. One reason is for the insurance coverage for liability. The second reason is for the use of the city's Federal Tax ID number for the application of grants. There may be grants out there that could be applied for on behalf of the City of Newburgh.

Councilman Dillard remarked that as part of their fiduciary responsibility, they would have to provide some oversight as well.

Herkbek stated that he did not think that funds have been budgeted for the event, like they have been budgeted for the International Festival for many years in the past. He pointed out that it is not a lot of money and the IF has actually made a profit in the last few years.

Mayor Kennedy pointed out that the IF is self-funded. They expect to do the exact same thing with the Illuminated event. The resolution was created in the simplest format. But we can certainly add to it.

Corporation Counsel Michelle Kelson explained that she can only put into words, the directions she is given by the City Manager and Council. Having received no information other than a *request to sponsor*, she was instructed to put this in resolution form for a thumbs up/or thumbs down vote. This was the only information provided to her. She is unable to make it up as she goes.

Councilman Dillard commented that the council has been burned a number of times. It is imperative that we perform our fiduciary responsibility and provide oversight.

Mayor Kennedy stated that they are not overseeing any funds. We provide the city's federal Tax ID number for other city-sponsored events. She is simply asking that we add another event in the same light to help market the city.

Councilwoman Lee would like the council to spell out the details of city sponsorship.

Mayor Kennedy would like the resolution patterned after the previous IF resolutions. We have been those resolutions for twenty-five years.

Kelson pointed out that the resolutions that get passed are ones authorizing the respective contracts to get the rides, vendors and the bands. There is no umbrella resolution in her recent memory that articulates the parameters of city sponsorship of the waterfront festival. She stated she would be more than happy to prepare a suitable resolution for the next work session, based on the concerns that have been addressed tonight.

Councilman Dillard moved and Councilwoman Lee seconded to table the resolution.

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee-3

No- Mayor Kennedy- 1

**TABLED**

**RESOLUTION NO.: 37 - 2013**

**OF**

**FEBRUARY 25, 2013**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN EQUIPMENT LEASE AGREEMENT WITH BELL COPIERS  
TO ACQUIRE TWO (2) KONICA MINOLTA BIZHUB 363 COPIERS  
FOR USE BY THE CODE COMPLIANCE DEPARTMENT  
AND THE FIRE DEPARTMENT**

**WHEREAS**, the City of Newburgh Code Compliance Department and the Fire Department have requested to lease new copiers to perform their statutory duties, assigned tasks and day-to-day operations; and

**WHEREAS**, Bell Copiers has submitted a proposal for a bid replacement of two copier systems and after a review of available equipment and systems has identified a Konica Minolta BizHub 363 to be the most appropriate and cost-effective alternative; and

**WHEREAS**, the cost of the lease for the copier for Code Compliance is \$205.92 per month including 5,000 prints per month with excess copies charged at \$.01/copy, add fax and fax from and to computer for additional \$17.00 per month, includes delivery and installation as copier, network printer, scan to folder, and includes termination of current agreement; and

**WHEREAS**, the cost of the lease for the copier for the Fire Department is \$146.00 per month, optional stapling collator for an additional \$17.00 per month, maintenance for 24,000 prints per year for \$360.00 or monthly at \$40.00 per month, and includes termination of current lease; and

**WHEREAS**, this Council has reviewed said proposal, a copy of which is attached hereto and made a part of this resolution, and finds it beneficial to the City of Newburgh Code Compliance Department and the Fire Department;

**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 and execute a lease agreement, to acquire two (2) Konica Minolta BizHub 363 from Bell Copiers for use by the Code Compliance Department and the Fire Department.

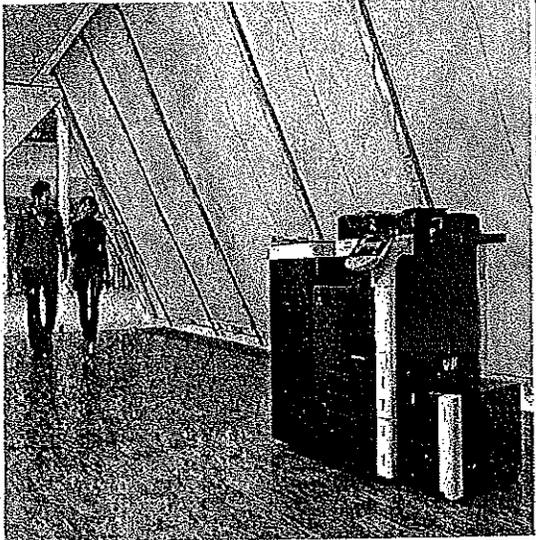
Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy-4

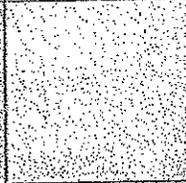
**ADOPTED**

57-2013

# A Proposal For City of Newburgh Fire Department



**bizhub**



**bizhub Office  
Printing Solutions**



Easy access key board and large 8.9" color touch screen make it a hub for office productivity



**Presented By:**  
Noel Hirsch



KONICA MINOLTA

**A Proposal By:**  
**BELL DUTCHESS, INC.**  
600 Violet Ave., NY 12538

BELL DUTCHESS, INC.  
600 Violet Ave.  
Hyde Park, NY 12538

4/26/2011

Chief Mike Vatter  
City of Newburgh Fire Department  
22 Grand St.  
Newburgh, NY 12551

Dear Chief Mike Vatter,

Thank you for the opportunity to submit this proposal for your review and consideration.

In our review meeting, you asked for a bid for replacement of two systems:

- 1) KonicaMinolta 363 with Automatic document feeder, fax, and base
- 2) For Code Compliance: KonicaMinolta 363 with Automatic Document Feeder, Fax, stapling collator, and base.

You are familiar with Bell, and the quality of the KonicaMinolta product through our many years of working together. We discussed that the Machinery has performed well, and your service has been good, and response time is very quick.

The KonicaMinolta C224 Multifunctional Printer/copier/scanner/Fax is an up to date product.

These systems *maximize productivity* – and are extremely cost effective:

↓ Scanning –

Allows us to scan to computer and distribute by email – Reduce costs by viewing by email instead of hard copy.

Scan to computer and view on computer: - Lower costs by viewing electronic documents instead of paper docs.

↓ Production of electronic Documents:

**Paper documents can be scanned and stored electronically.**

TLC Pediatrics of Poughkeepsie – 483-5844 Jennifer White  
Jennifer is saving 70% of her former costs of archiving documents by utilizing her KonicaMinolta as a scanner. Her costs for retrieving archived documents is also a fraction of the former cost.

↓ Archiving and Backup:

Paper documents can be scanned, stored on server, and backed up automatically when server is backed up. Now, if there is a fire, or water damage irreplaceable documents are not lost forever.

\*\* The Village of Washingtonville Village Hall was damaged by the Hurricane of 2012. Almost all of their paper documents were damaged by water, and mold. What they had scanned with their KonicaMinolta was backed up and preserved, but thousands of documents that had not been scanned were damaged and are unrecoverable.

**BELL DUTCHESS, INC. Recommendation**

Based on previous contracts, we estimate the Annual Volume for the Fire Department to be 24,000 annually- 2,000 prints per month.

For Code Compliance we estimate an annual volume of 60,000 prints, 5,000 per month.

The utilization of scanning is expected to have an impact on the volume of printing.

Konica Minolta BizHub 363 Digital Document Solution.

**Investment Includes:**

**Fire Department**

1 bizhub 363 - Monochrome Printer/Copier/Color Scan/ Optional Fax –

Copy and Print at 36 pages per minute – single or double sided

Color Scanning – up to 70 pages per minute  
100 sheet - Reversing Automatic Document Feeder  
Base

Lease this copier for: \$ 146.00 per month

For optional stapling collator add: \$ 14.00 monthly

Maintenance for 24,000 prints per year = \$ 360.00 Or Monthly at \$ 40.00 per month

Includes termination of current Lease.

**Code Compliance:**

1 bizhub 363 - Monochrome Printer/Copier/Color Scan/ Fax  
Copy and Print at 36 pages per minute – single or double sided

Color Scanning – up to 70 pages per minute  
100 sheet - Reversing Automatic Document Feeder  
Fax and fax from Computer {optional}  
Stapling collator  
Base

Lease for: \$ 205.92 including 5,000 prints per month excess copies charged at \$ .01/copy

Add fax and fax from and to computer : Add \$ 17.00 per month

Includes delivery and installation as copier, network printer, scan to folder.

Includes termination of current agreement.

Thank you for your time, and interest.

I will follow up by telephone.

Regards: Noel A. Hirsch.

---

**CONFIDENTIAL**

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SPECIFICATIONS	
Print / Copy Speed (Letter, portrait) Monthly Duty Cycle (pages)	B&W: 42 ppm 150,000
<b>COPY</b>	
Warm-up Time / First Copy Time	Less than 30 seconds / Less than 3.6 seconds
Copy Resolution / Copy Quantity	1800 dpi (equivalent) x 600 dpi / 1 - 9,999
Copy Features	Account Track, Auto Duplex, Card Shot, Cover Mode, Form Overlay, Image Preview, Interrupt, Job Skip, Job List, LDAP, Program/Recall Jobs, Proof Copy, Separate Scan, User Authentication, Watermark
<b>PRINT - Emperon Print System with bizhub Extended Solution Technology / Open API</b>	
Processor / Speed / Memory	MPC6533E / 667MHz / 2 GB RAM (shared print, copy, scan and fax memory)
Print Resolution / Grayscale Gradations	1800 dpi (equivalent) x 600 dpi / 256 shades
Interface	10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
HD-516 250 GB Hard Disk Drive	Standard
Page Description Language	PCL5e/c Emulation, PCL XL ver.3.0 Emulation, PostScript 3 Emulation (3016), XPS v.1.0 (XML Paper Specification)
Print Features	Encrypted Network Password Printing, Job Skip, MyTab Driver Feature, Print from USB Memory
<b>SCAN</b>	
Scan Speed with DF-621	Color / B&W: 70 opm (@300 dpi, letter), 42 opm (@600 dpi, letter)
Scan Resolution / Scan File Formats	200 dpi, 300 dpi, 400 dpi, 600 dpi / TIFF, PDF, Compact PDF, JPEG, XPS, Compact XPS
Scan Features	bizhub Send, Separate Scan, Scan-to-Email, Scan-to-FTP, Scan-to-SMB, Scan-to-User Box (HDD), Scan-to-USB Memory, Network TWAIN (via Ethernet TCP/IP), Scan-to-Me and Scan-to-Home, Scan-to-WebDAV
<b>FAX</b>	
Internet Fax	Color / B&W
• FK-508 Fax Kit	Includes Super G3 Fax, IP Address Fax, PC Network Fax Driver
• MK-726 Fax Mount Kit	Required for each FK-508 Installation
• Fax Line / Mode	PSIN (Public Switch Telephone Network), PBX (Private Branch Exchange), Super G3 (Fax line)
• Fax Transmission Speed	Approx. 3 sec (A4, V34, 35.6kbps, J60)
• Fax Features	Activity Reports, Fax Forward, E-Code, Group Dial, Memory FX, One-Touch Dial, TSI Routing
<b>PAPER INPUT</b>	
DF-621 Reversing Automatic Document Feeder	Standard: Capacity 100 sheets, Paper Size: 5.5" x 8.5" to 11" x 17", Paper Weight: Single-sided: 9.31 lb. bond to 34 lb. bond (35-128 g/m <sup>2</sup> ), Double-sided or mixed originals: 13.25 lb. bond to 34 lb. bond (50-128 g/m <sup>2</sup> )
Tray 1 & Tray 2	500-sheet / 5.5" x 7.16" to 11.69" x 17" (140 x 182 mm to A3) / 16 lb. bond to 24 lb. (60-90 g/m <sup>2</sup> )
Bypass	150-sheet / 3.54" x 5.5" to 11.69" x 17" (90 x 140 mm to A3) / 16 lb. to 55.75 lb. (60-210 g/m <sup>2</sup> )
• PC-109 Paper Feed Cabinet/Storage	600-sheet / 5.5" x 7.16" to 11.69" x 17" (140 x 182 mm to A3) / 16 lb. bond to 24 lb. (60-90 g/m <sup>2</sup> )
• PC-208 Paper Feed Cabinet	2 x 500-sheet / 5.5" x 7.16" to 11.69" x 17" (140 x 182 mm to A3) / 16 lb. bond to 24 lb. (60-90 g/m <sup>2</sup> )
• PC-409 Large Capacity Cabinet	2,500-sheet / 8.5" x 11" (A4) (portrait only) / 16 lb. bond to 24 lb. (60-99 g/m <sup>2</sup> )
• DK-508 Copy Desk Stand	Storage Drawer
Maximum Paper Capacity	3,650 Sheet (total with options)
<b>PAPER OUTPUT</b>	
Standard Output	Inner Output Tray: 250 sheet Capacity
• JS-505 Inner Job Separator	Inner Output Tray 1: 150 Sheet Capacity, Inner Output Tray 2: 50 Sheet Capacity
<b>FINISHING</b>	
• FS-527 Booklet Finisher	50 sheet stapling Output Tray 1: 200 Sheet Capacity, Output Tray 2: 3,000 Sheet Capacity
• JS-603 Additional Output Tray for FS-527	Output Tray 3: 100 Sheet Capacity
• BK-517 Punch Kit for FS-527	2 and 3 Hole Punching
• SD-509 Saddle Stitch Kit for FS-527	60-page Booklet Making Output Booklet Tray: 20 Booklet Capacity
• FS-629 Inner Finisher	50 sheet stapling Output Tray: 300 Sheet Capacity
<b>USER BOX</b>	
User Box Functionality	Standard
Max. User Boxes / Max. Document Storage	1,000 User Boxes for Document Storage, Re-Output, Distribution / Up to 200 Documents per User Box, Up to 3,000 Documents in all User Boxes, Up to 10,000 pages in all User Boxes
<b>APPLICATION SOFTWARE</b>	
Network and Device Management	PageScope Data Administrator, Driver Packaging Utility, HDD Back-Up Utility, Log Management Utility
User Tools / Management Tools	PageScope Web Connection, PageScope Direct Print, PageScope Box Operator, PageScope Print Status Notifier, Font Management Utility, Copy Protect Utility / bizhub vCare support
• Optional Software	PageScope Enterprise Suite: Account Manager, Authentication Manager, MyPanel Manager, MyPrint Manager, PageScope Net Care Device Manager (Standard)
<b>OPTION</b>	
• LK-103	1 GB Memory Upgrade Kit. Required to enable any Option: PageScope MyPanel Manager
• LK-101 v2	Enables Web Browsing at Control Panel / Image Panel to create / combine / route documents
• LK-102	Enables Enhanced Scanning Security with advanced digital IDs for AFS 128-bit Encrypted PDF
• LK-105	Enables scanning to a searchable PDF (OCR)
<b>EXTERNAL KEYBOARD</b>	
• Keyboard Option / KH-101 Keyboard Holder	External Keyboard / External Keyboard Mounting Kit
• EK-604 USB Kit	Enables USB connection for External Keyboard
• EK-605 USB Kit	Enables USB connection for External Keyboard and Bluetooth Printing
<b>AUTHENTICATION DEVICES</b>	
• AU-102	Biometric Finger Vein Authentication
• AU-201H	HID Proximity Card Authentication
• AU-202H	HID iClass Card Authentication
• AU-211P	CAC/PIV Card Authentication
• WT-506 Working Table	Working table to support Authentication Devices
<b>SECURITY</b>	
Security Features	ID & Print, IEEE 802.1X Authentication, External Server Authentication, NDS Authentication over TCP/IP, Secure Print
SC-507 Copy Guard Kit	Support for SMTP Authentication (POP before SMTP), IP Filtering, Encrypted Communications (SSL, S/MIME, Encrypted PDF), HDD Encryption, HDD Job Overwrite, HDD Sanitizing
SC-507 Copy Guard Kit	Enables Watermark Security to prevent unauthorized copying of documents and Password Copy Feature
<b>POWER &amp; DIMENSIONS</b>	
Power Requirements / Consumption	120V / 60Hz @ 12A (110V) / Less than 1500W (max consumption), Less than 7.6 W (low power / sleep mode)
Dimensions (W x D x H) / Weight	24.5" x 31.2" x 32.2" / 169 lb.

• OPTIONAL STANDARD For more detailed specifications see the bizhub 423 Series Specification and Install Guide.

\*Available Summer 2010.

Konica Minolta Optimized Print Services offers a full suite of device output services and workflow solutions that increase efficiency and control costs. Please contact your authorized Konica Minolta sales representative for details.

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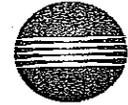
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.  
100 Williams Drive  
Ramsey, NJ 07446

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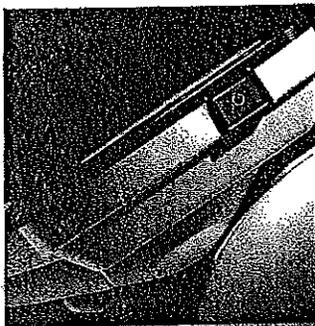
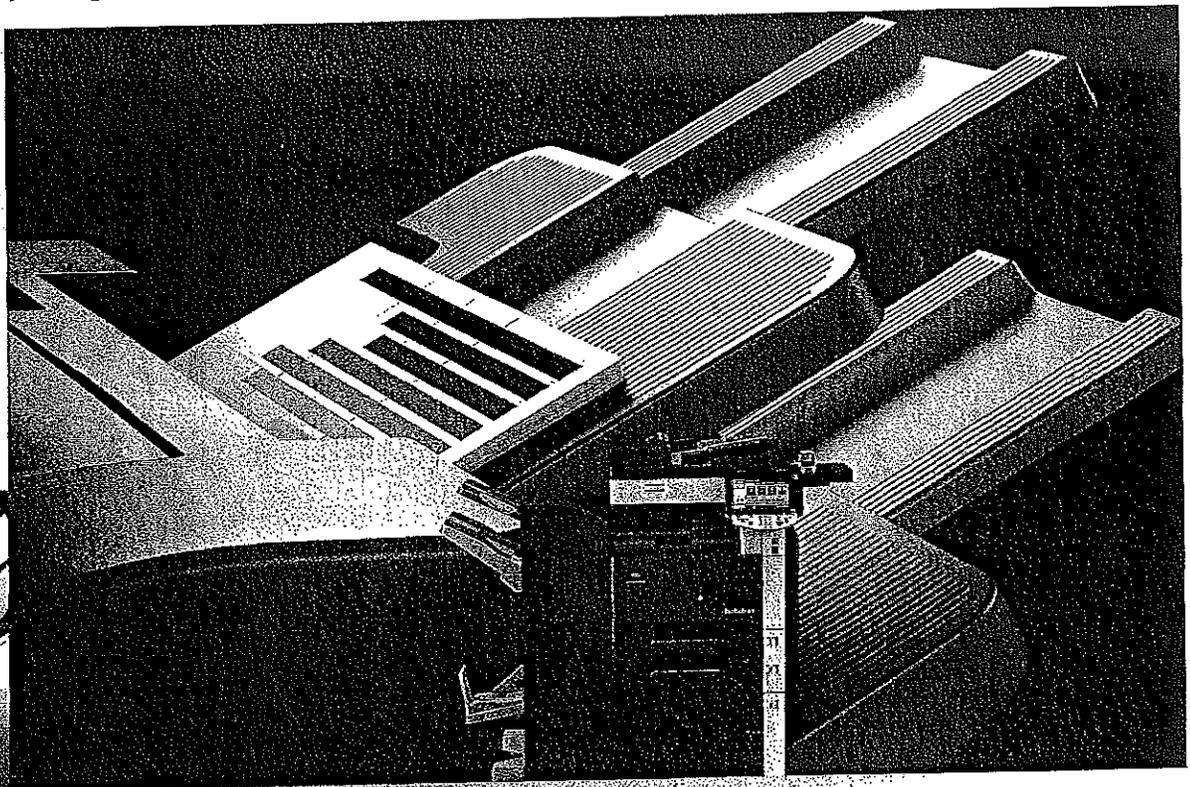
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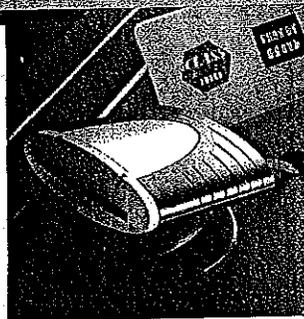
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Getting the job done, improving your image quality, speeding your workflow and saving you money – that's why you can count on Konica Minolta. For high-volume productivity, the bizhub 423 prints and copies in B&W at up to 42 ppm, scans in color and B&W at up to 70 opm, and scans documents directly to User Box and other destinations for total flexibility. Center-office styling looks great anywhere. A large 8.5" color touch-screen makes operation simple. And with powerful Pagescope® software, I-Option™ function kits, fax and finishing options and security enhancements, you can do more in-house – with value-added performance you can count on.

## high-output, high-value bizhub productivity.



printer/copier/scanner/fax



### bizhub 423

- HIGH-SPEED PRINT/COPY OUTPUT AT UP TO 42 PPM
- COLOR SCANNING TO BRING DOCUMENTS INTO YOUR WORKFLOW
- SCAN TO USER BOX, SCAN-TO-ME, SCAN-TO-HOME
- SCAN-TO-EMAIL AND FTP, SCAN TO / FROM USB THUMB DRIVE
- 8.5" COLOR TOUCH-SCREEN WITH THUMBNAIL PREVIEW
- EMPERON® PRINT SYSTEM, PCL6/PS3 EMULATION, NATIVE XPS
- STANDARD 250 GB HDD FOR HIGH-CAPACITY STORAGE
- FINISHING OPTIONS FOR BOOKLETS, STAPLING, 2/3-HOLE PUNCH
- I-OPTION™ KITS: SEARCHABLE PDF, WEB ACCESS, AES 128-BIT PDF ENCRYPTION
- ENHANCED SECURITY FUNCTIONS TO SAFEGUARD INFORMATION
- HID PROXIMITY CARD AND BIOMETRIC AUTHENTICATION OPTIONS
- OPTIONAL SUPER G3 FAX, IP ADDRESS FAX; STANDARD INTERNET FAX
- PAGESCOPE® NETWORKING, PAGESCOPE ENTERPRISE SUITE v2.0
- GREEN TECHNOLOGIES TO SAVE ENERGY, REDUCE WASTE

COUNT ON KONICA MINOLTA



Konica Minolta has a strong commitment towards a sustainable future. Please visit our website to learn more about our environmental initiatives and our exclusive Clean Planet Program.

RESOLUTION NO. 38 - 2013

OF

FEBRUARY 25, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
GRANT AN EXTENSION OF TIME TO REHABILITATE  
THE PREMISES KNOWN AS 110 RENWICK STREET  
(SECTION 45, BLOCK 5, LOT 24)  
IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh did convey the premises located at 110 Renwick Street, more accurately described as Section 45, Lot 5, Block 24 on the Official Tax Map of the City of Newburgh, by deed dated June 16, 2011; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about December 16, 2012; and

WHEREAS, Fredy Arias, the owner of property located at 110 Renwick Street in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager be and he hereby is authorized to grant Fredy Arias a one (1) year extension to rehabilitate the premises known as 110 Renwick Street in the City of Newburgh, until February 25, 2014, that being one (1) year from the date of this Resolution.

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4**

**ADOPTED**

RESOLUTION NO. 39 - 2013

OF

FEBRUARY 25, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
GRANT AN EXTENSION OF TIME TO REHABILITATE  
THE PREMISES KNOWN AS 112 RENWICK STREET  
(SECTION 45, BLOCK 5, LOT 25)  
IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh did convey the premises located at 112 Renwick Street, more accurately described as Section 45, Lot 5, Block 25 on the Official Tax Map of the City of Newburgh, by deed dated June 16, 2011; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about December 16, 2012; and

WHEREAS, Jorge Arias, the owner of property located at 112 Renwick Street in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager be and he hereby is authorized to grant Jorge Arias a one (1) year extension to rehabilitate the premises known as 112 Renwick Street in the City of Newburgh, until February 25, 2014, that being one (1) year from the date of this Resolution.

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4**

**ADOPTED**

**RESOLUTION NO.: 40-2013**

**OF**

**FEBRUARY 25, 2013**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO BERND A. STOERCHLE  
TO THE PREMISES KNOWN AS 47 OVERLOOK PLACE  
(SECTION 48, BLOCK 2, LOT 8)**

**WHEREAS**, on June 15, 2011, the City of Newburgh conveyed property located at 47 Overlook Place, being more accurately described on the official Tax Map of the City of Newburgh as Section 48, Block 2, Lot 8 to Bernd A. Stoerchle; and

**WHEREAS**, Mr. Stoerchle has requested a release of the restrictive covenants contained in said deed; and

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

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

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

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4**

**ADOPTED**



**RESOLUTION NO.: 41-2013**

**OF**

**FEBRUARY 25, 2013**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO JOSEPH D. PARRELLA  
TO THE PREMISES KNOWN AS 206-208 WEST PARMENTER STREET  
(SECTION 38, BLOCK 1, LOT 21) N/K/A 206 WEST PARMENTER STREET**

**WHEREAS**, on November 14, 1986 the City of Newburgh conveyed property located at 206-208 West Parmenter Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 1, Lot 21, n/k/a 206 West Parmenter Street to Joseph D. Parrella; and

**WHEREAS**, the current owner, by her attorney, has requested a release of the restrictive covenants contained in said deed; and

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

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

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

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4**

**ADOPTED**



**RESOLUTION NO.: 42-2013**

**OF**

**FEBRUARY 25, 2013**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO RAYMOND LaCHANCE AND GISELA  
LaCHANCE  
TO THE PREMISES KNOWN AS 210 WEST PARMENTER STREET  
(SECTION 38, BLOCK 1, LOT 22)**

**WHEREAS**, on June 13, 1997 the City of Newburgh conveyed property located at 210 West Parmenter Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 1, Lot 22, to Raymond LaChance and Gisela LaChance; and

**WHEREAS**, the current owner, by her attorney, has requested a release of the restrictive covenants contained in said deed; and

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

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

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

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4  
ADOPTED**

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

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 210 West Parmenter Street, Section 38, Block 1, Lot 22 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated June 13, 1997, from THE CITY OF NEWBURGH to RAYMOND LaCHANCE and GISELA LaCHANCE, recorded in the Orange County Clerk's Office on October 6, 1997 in Liber 4642 of Deeds at Page 278 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed

Dated: \_\_\_\_\_, 2013

THE CITY OF NEWBURGH

By:

\_\_\_\_\_  
RICHARD F. HERBEK,  
City Manager

STATE OF NEW YORK )

)ss.:

COUNTY OF ORANGE )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2013, before me, the undersigned, a Commissioner of Deeds in and for said State, personally appeared RICHARD F. HERBEK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_

**RESOLUTION NO.: 43 - 2013**

**OF**

**FEBRUARY 25, 2013**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO  
A LICENSE AGREEMENT WITH THE NEWBURGH COMMUNITY LAND BANK  
FOR A PORTION OF THE FIRST FLOOR OF 123 GRAND STREET  
FOR A TERM OF ONE YEAR**

**WHEREAS**, the City of Newburgh has offered the City-owned premises at 123 Grand Street for rental; and

**WHEREAS**, the Newburgh Community Land Bank Agency (NCLB) has expressed an interest in using a portion of said premises to establish a fixed office for its administrative operations until such time as the properties known as 13 and 15 Chambers Street have received certificates of occupancy, a rehabilitation project for which the NCLB has received grant funds; and

**WHEREAS**, the term of the license shall be one year and which may automatically renew for successive one year terms unless terminated as set forth in the license agreement, a copy of which is annexed hereto and made a part of this resolution; and

**WHEREAS**, this Council has reviewed such license agreement and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

**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 license agreement with the Newburgh Community Land Bank for the use of a portion of the first floor of 123 Grand Street in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4**

**ADOPTED**

43-2013

LICENSE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, between the CITY OF NEWBURGH, a municipal corporation having its principal offices at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "LICENSOR" or "CITY) and NEWBURGH COMMUNITY LAND BANK, a corporation organized and existing under the laws of the State of New York, having its principal place of business at PO Box 152, Newburgh NY 12550 (herein referred to as "LICENSEE" or "NCLB").

**WITNESSETH:**

**WHEREAS**, LICENSOR owns property known as the Grand Street Courthouse, located at 123 Grand Street, Newburgh, New York, hereinafter referred to as the "Premises"; and

**WHEREAS**, LICENSEE desires the license or privilege of gaining access to a portion of the first floor of the Premises for the purpose of establishing a fixed office for the conduct of operations; and

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

**NOW THEREFORE**, in pursuance of said agreement and in consideration of ONE AND NO/100 (\$1.00) DOLLAR paid by each of said parties to each other, receipt of which is hereby acknowledged and of the mutual covenant, agreements, conditions, and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

**1. PREMISES:**

LICENSOR does hereby grant unto LICENSEE use and occupancy of a portion of the first floor of the Premises for the purpose of establishing a fixed office for the conduct of its business operations according to the terms and conditions as hereinafter provided.

**2. TERM:**

The license granted hereunder shall be for a term of one (1) year, commencing upon the date this Agreement shall be properly executed by both parties, unless earlier terminated by either or both parties as provided herein.

### 3. CONSIDERATION:

The consideration shall be ONE AND No/100 (1.00) DOLLAR payable by each party to the other upon execution of this License Agreement, and all such other covenants, promises and understandings provided herein.

### 4. RENEWAL

This Agreement shall automatically renew for a term of one (1) year unless either party gives notice as specified herein of its intention not to renew this Agreement. Such notice must be given in writing no less than one (1) month prior to the expiration of this Agreement or of any renewal extension hereunder.

For each and every renewal hereunder, each party shall pay to the other the sum of ONE AND No/100 (1.00) DOLLAR.

### 5. LIABILITY/INSURANCE:

A. LICENSOR and LICENSEE each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree to cooperate in good faith to resolve any claims promptly and wherever appropriate without litigation.

B. LICENSOR and LICENSEE shall at all times during the term of this Agreement maintain and keep in force comprehensive general liability insurance. LICENSOR shall at all times during the term of this Agreement maintain and keep in force property and casualty insurance covering the Premises.

### 6. USE AND OCCUPANCY:

LICENSEE shall use and occupy the Premises in a careful, safe and proper manner, and shall not occupy or use said premises or permit the same to be occupied or used for any purpose or business which is unlawful and shall comply with all lawful requirements of all current laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the Premises.



9. ENFORCEABILITY:

Should any provision of this Agreement be deemed unenforceable for any reason, the remainder of this Agreement shall continue in effect so long as the purpose of this Agreement is not nullified by the absence of such provision.

10. NON-ASSIGNMENT:

LICENSEE shall not have the right to assign this Agreement without prior written approval of LICENSOR.

11. INVALIDITY OF PROVISIONS:

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12. HEADINGS:

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, or in any way affect this Agreement.

13. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or part unless such agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have signed  
this Agreement below.

\_\_\_\_\_  
(date)

CITY OF NEWBURGH, LICENSOR

By: \_\_\_\_\_  
RICHARD F. HERBEK  
City Manager

\_\_\_\_\_  
(date)

NEWBURGH COMMUNITY LANDBANK  
LICENSEE

By: \_\_\_\_\_

RESOLUTION NO.: 44 - 2013

OF

FEBRUARY 25, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE ARMORY UNITY GROUP, INC. FOR THE IMPLEMENTATION OF THE HUDSON RIVER VALLEY COUNCIL GREENWAY COMMUNITIES A GRANT TO PURSUE A PLAN FOR GREEN URBAN LAND USE IN THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 22-2011 of January 24, 2011, the City Council of the City of Newburgh authorized the City Manager to apply for a Greenway Communities Grant from the Hudson River Valley Council for the purpose of pursuing a Land Use Planning and Evaluation Process for the Newburgh Food and Urban Gardens Community Planning Project; and

WHEREAS, by Resolution No. 65-2011 of March 28, 2011, the City Council authorized the City Manager to accept the Greenway Communities Grant and execute a sub-recipient grant agreement with PathStone Community Improvement of Newburgh ("PathStone") to coordinate this project; and

WHEREAS, PathStone, acting on behalf of the City of Newburgh, successfully completed "A Plan for Green Urban Land Use in the City of Newburgh" ("the Plan") to the satisfaction of the Hudson River Valley Greenway in connection with this original grant; and

WHEREAS, by Resolution No. 58-2012 of April 23, 2012, the City Council authorized PathStone to prepare and submit a grant application to the Greenway Communities Program in the amount of Ten Thousand (\$10,000) Dollars for the implementation of the next phase of the Plan, and further authorized the City Manager to accept said grant and execute an agreement with the Hudson River Valley Greenway Communities Council under the Greenway Communities Grant Program, for a project known as Green Urban Land Use Plan Implementation ("the Project"); and

WHEREAS, the City of Newburgh has been informed it has been awarded Ten Thousand (\$10,000.00) Dollars to fund the implementation of the Plan and the work associated with the Project; and

WHEREAS, PathStone is unable to continue to coordinate the Project but the Armory Unity Group, Inc. has agreed to coordinate the Project; and

WHEREAS, the City of Newburgh wishes to enter into a sub-recipient agreement with the Armory Unity Group, Inc. to undertake the coordination of the Project and to provide the matching funds of \$10,000.00 for a total project of \$20,000.00; and

WHEREAS, this Council has determined that entering into the sub-recipient agreement is in the best interests of the City of Newburgh and its residents;

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 the sub-recipient agreement with the Armory Unity Group, Inc. to coordinate the Project and to provide the matching funds of \$10,000.00 for a total project of \$20,000.00.

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy-4**

**ADOPTED**

7-2013

**AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013

BY AND BETWEEN:

NAME: ARMORY UNITY GROUP, INC.

ADDRESS:

FEDERAL EMPLOYER ID #: \_\_\_\_\_

a Not-for-Profit Corporation established in accordance with the laws of the State of New York hereinafter referred to as the SUB-GRANTEE, and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as the CITY, a public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, Newburgh, Orange County, New York, hereinafter referred to as "THE CITY".

**WHEREAS**, the City is scheduled to receive a grant from the Hudson River Valley Council on behalf of the Greenway Communities Program in the amount of Ten Thousand (\$10,000.00) Dollars for the purpose of pursuing a Land Use Planning and Evaluation Process for the Newburgh Food & Urban Gardens Community Planning Project ("Grant"), as authorized by Resolution No. \_\_\_\_\_ -2013 adopted by the City Council on February 25, 2013; and

and;

**WHEREAS**, the Sub-Grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of their program, which is attached hereto and made a part of this Agreement as Schedule A thereto; and

**WHEREAS**, City wishes to engage the Sub-Grantee to conduct the aforementioned program for the period of such agreement;

**NOW, THEREFORE**, the City, and the Sub-Grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

**ARTICLE I. SCOPE OF SERVICES**

(1) The Sub-Grantee shall establish and implement a program within the City of Newburgh as set forth on Schedule A attached hereto and assures the City that the Sub-Grantee will employ

personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Sub-Grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Sub-Grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

## **ARTICLE II. TERMS OF CONTRACT**

(1) The services of the Sub-Grantee are to commence upon execution of this Agreement and extend for a period ending one (1) year from the date thereof, or as otherwise provided herein.

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party for any breach of the agreement

## **ARTICLE III. SERVICES TO BE PROVIDED BY THE THE CITY**

(1) Upon request by the Sub-Grantee, the THE CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.

(2) If, in the opinion of the City, technical assistance is required from New York State, a request may be initiated by the City for such assistance.

## **ARTICLE IV. PROGRAM DOCUMENTATION**

(1) The Sub-Grantee hereby agrees to maintain confidential documentation for all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.

(2) The Sub-Grantee hereby agrees to maintain separate and complete accounting for all funds received from the City under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.

(3) Certified yearly audits of the Sub-Grantee will be provided to the City for review by the City's CPA when requested..

## **ARTICLE V. COMPENSATION**

(1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-Grantee shall be deemed executory to the extent that Grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the Grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.

(2) Total payment under this Contract shall not exceed TEN THOUSAND (\$10,000.00) DOLLARS as full payment for all services rendered by the Sub-Grantee during the period of this agreement. The adopted budget of the Sub-Grantee is annexed hereto as Schedule B.

(3) The City may withhold any payment whenever the Sub-Grantee fails to illustrate proper expenditure of requested funds.. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

(4) Sub-Grantee shall provide the matching funds of Ten Thousand (\$10,000.00) Dollars required under the Grant, including, but not limited to, in-kind donations of professional and other services from other organizations and Sub-Grantee's volunteers.

#### **ARTICLE VI. METHOD OF PAYMENT**

(1) Within thirty (30) days of the execution of this Agreement, and on a bimonthly

basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-Grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

(a) For each bimonthly period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15<sup>th</sup> of the month. In no event shall such expenditures exceed Ten Thousand (\$10,000.00) Dollars in the aggregate.

(b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from the Grant. The City shall not be obligated by this agreement to make any payments from the General Fund or any other funds.

#### **ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY**

(1) In carrying out the obligation of this Contract, the Sub-Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-Grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-Grantee are treated without regard to their race, color, religion, sex,

national origin or disability. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Sub-Grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

(3) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

#### **ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE**

The Sub-Grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City Manager of the City.

#### **ARTICLE IX. RECORDS AND REPORTS**

(1) The Sub-Grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Sub-Grantee, the City, Hudson River Valley Council, and/or New York State to assure proper accounting for project funds, both Grant and non-Grant shares. The Sub-Grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Sub-Grantee shall submit quarterly reports to the City identifying prescribed activities funded under this Agreement, together with a record of expenses incurred by Sub-Grantee during each such bi-monthly period..

#### **ARTICLE X. AUDITS**

(2) The Sub-Grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, New York State Hudson River Valley Greenway, State of New York or any authorized representative and will be retained for such periods of time as may be required by State and local statutes, but in any event, not less than six (6) years.

#### **ARTICLE XI. CONFIDENTIALITY**

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Sub-Grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents.

The Sub-Grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Law of the State of New York.

#### **ARTICLE XII. FACILITIES AND PERSONNEL**

The Sub-Grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Sub-Grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Sub-Grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Sub-Grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Sub-Grantee from meeting its obligations under the terms and conditions of this Agreement.

#### **ARTICLE XIII. INTEREST OF SUB-GRANTEE, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS**

(1) The Sub-Grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Sub-Grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

#### **ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE CITY; MEMBERS OF THE CITY COUNCIL, OR OTHER PUBLIC OFFICIALS**

(1) No member, officer or employee of the City or its designees or agents, no member of the City Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Sub-Grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

#### **ARTICLE XV. Reserved.**

#### **ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT**

The Sub-Grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

#### **ARTICLE XVII. CHANGES AND MODIFICATIONS**

The City, with written consent of Sub-Grantee and New York State Hudson River Valley Greenway Sub-Grantee, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Sub-Grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Sub-Grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

#### **ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT**

(1) In the event of termination as herein provided, any completed reports prepared by the Sub-Grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City and shall be submitted to it.

(2) In the event of termination, the Sub-Grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-Grantee, the City may withhold from any payments due the Sub-Grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Sub-Grantee.

#### **ARTICLE XIX. INDEMNIFICATION**

(1) The Sub-Grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Sub-Grantee or its agents, sub-contractors, servants or employees.

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-Grantee hereby agrees to defend, indemnify, and save harmless the City from and against any and all loss, expense, damage or injury whatsoever arising out of this Agreement.

(3) The Sub-Grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh as additional insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, by an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Sub-Grantee shall provide Worker's Compensation Insurance in accordance with the statutes of the State of New York.

(B) The Sub-Grantee shall carry Liability and Property Damage Insurance with limits of not less than:

**BODILY INJURY LIABILITY**

Each Person  
\$1,000,000

Each Occurrence  
\$2,000,000

**PROPERTY DAMAGE LIABILITY**

Each Occurrence  
\$1,000,000

**PERSONAL INJURY LIABILITY**

Each Person  
\$1,000,000

Occurrence  
\$2,000,000

**ARTICLE XX. MODIFICATION**

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto.

**IN WITNESS WHEREOF**, the **Sub-Grantee and City** have executed this Agreement the day and year herein mentioned.

ARMORY UNITY GROUP, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

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

CITY OF NEWBURGH

By \_\_\_\_\_  
Richard F. Herbek  
City Manager

Date \_\_\_\_\_

APPROVED AS TO FORM BY:

APPROVED BY:

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Director of Finance/Comptroller

RESOLUTION NO.: 45 - 2013

OF

FEBRUARY 25, 2013

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE  
TO PROVIDE FOR REIMBURSEMENT OF FUNDS TO  
THE CITY OF NEWBURGH WITH RESPECT TO CERTAIN  
URBAN RENEWAL PROJECTS FOR THE PERIOD  
OF JANUARY 1, 2013 TO DECEMBER 31, 2013  
IN THE AMOUNT OF TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS**

**WHEREAS**, the Orange County Department of Public Works (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, a copy of which is attached hereto and made a part hereof, to provide for the funding of certain urban renewal projects within the City for the year 2013; and

**WHEREAS**, the County shall provide the City a total annual sum not to exceed Twenty Five Thousand (\$25,000.00) Dollars for the completion of certain urban renewal projects; and

**WHEREAS**, such funds shall be used exclusively for the acquisition, rehabilitation, improvements and otherwise implementing and completion of urban renewal projects within the City's limits; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached agreement with the County of Orange to provide for a total annual sum not to exceed Twenty Five Thousand (\$25,000.00) Dollars in order to obtain the available funding for certain urban renewal projects.

Councilman Dillard asked Herbek where the urban renewal land is located.

Herbek explained that it is not actually land. It is money that is divided throughout Orange County for public works projects.

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

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4

**ADOPTED**

45-2013

**AGREEMENT  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
THE CITY OF NEWBURGH  
FOR THE FUNDING OF CERTAIN  
URBAN RENEWAL PROJECTS, AS FURTHER DEFINED HEREIN**

This **Agreement** for funding certain Urban Renewal Projects, hereinafter "**Agreement**," represents the entire understanding between the parties hereto the **County of Orange**, a municipal corporation organized and existing under the laws of the State of New York, with its principle offices at 255 – 275 Main Street, Goshen, New York 10924, hereinafter referred to as the "**County**" and, the **City of Newburgh** with its principle offices at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter referred to as the "**City**." Further, the parties hereto agree as follows:

**WHEREAS**, the **County** and the **City** share a commitment to the rehabilitation and revitalization efforts in Orange County, and

**WHEREAS**, the **County** shall provide to the **City** a total annual sum of **TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS**, for completing the activities enumerated in this **Agreement** and performed during the period of **January 1, 2013 to December 31, 2013**. These funds shall be used exclusively for the acquisition, rehabilitation, improvements, and otherwise implementing and completion of urban renewal projects within the **City's** limits and as described herein (Exhibit A). The **County** shall have no obligation to the **City** beyond the payment of these monies in accordance with the terms and conditions of this **Agreement**, and

**NOW, THEREFORE**, it is mutually agreed by and between the **County** and the **City** that:

1. The **County** will pay to the **City**, for the Capital Improvements, an annual amount, not-to-exceed **TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS**. The **City** shall submit any and all documentation in support of such expenditures or the **County** may require fees under this **Agreement** as so that it may evaluate the reasonableness of the charges. All such requests shall be reasonable in time and scope; and
2. Proceeds shall be paid to the **City** for eligible costs based upon approved requests for payments. All requests for payments shall be directed to the Orange County Department of Public Works. Each request for payment shall include an itemization of all monies due for eligible costs, labor performed and/or materials supplied for the period covered by the request, a statement describing the eligible expenses, work that was performed using such labor and material, and a release of liens by subcontractors, laborers or material suppliers. Other appropriate receipts, invoices, bills or other documentation evidencing the expenditures to be reimbursed shall be appended to the request forms. As a condition of receiving payment, the **City** shall deliver to the **County** complete releases from all

relevant contractor's, laborers, or suppliers. Once the releases have been obtained and the Department of Public Works has certified that all work has been completed or that the total sum made available from the **County** has been expended payment may be made to the **City**. The **County** will not withhold a payment, without cause, for more than **THIRTY (30) DAYS** after a request for payment but, the **County** shall not be restricted from withholding payment for cause, as determined by the Department of Public Works including but not limited to that in the judgement of the Department of Public Works, after consultation with the Orange County Department of Law and the County Executive, the funds available, from all sources whatsoever, to complete the project, are insufficient to do so. The **County** will use its best efforts to make all payments due the **City** within 15 business days of receiving an approved payment request.

3. The **City** 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**. The **City** agrees to retain all books, records, and other documents relevant to this **Agreement** for six (6) years after the payment or termination of this **Agreement**, whichever occurs later. **County**, 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; and
4. All provisions of Federal, State and local laws, rules, regulations and ordinances governing non-discriminatory practices; warranties against collusion; solicitation or procurement; warranties against conflicts of interest and compliance with applicable ethics laws; confidentiality; fair practices and other legally imposed safeguards shall apply; and
5. This **Agreement** shall be subject to such further agreements or amendments, as the parties deem appropriate and necessary. Neither party shall assign or subcontract its duties, practices or responsibilities to a third party without the express written permission of the other. Neither party shall be a subrogee of the other, nor be responsible to defend, indemnify or hold harmless the other as to third parties but for their own errors, acts and omissions which causes the other party to suffer a loss; and
6. The **County** shall have the right to terminate this **Agreement** at any time without recourse and, upon thirty- (30) days written notice to the other. Should the **County** terminate this **Agreement** prior to its expiration date for reasons other than **City's** default, the **County** shall pay unto the **City** the earned portion of the total contract **Agreement**; and
7. The **County** shall have no liability under this **Agreement** to the **City** or, to anyone, beyond funds appropriated and available for this **Agreement**; and
8. The **City** shall provide proof of Workers' Compensation and Disability Coverage's as required by the New York State Worker's Compensation Board and same shall be attached to this **Agreement**; and

9. This **Agreement** shall be governed by the laws of the State of New York. The **City** shall render all services under this **Agreement** in accordance with all applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered; and
10. The rights and obligations of the parties, and their respective agents, successors and assigns, if any, shall be subject to and governed by this **Agreement** as well as any amendments or attachments thereto; and
11. The acceptance by the **City** or its assignees of the payment under this **Agreement**, whether by invoice, judgement of any court of competent jurisdiction, or administrative means, shall constitute as a general release to the **County** from any and all claims of the **City** out of the performance of this **Agreement**.

IN WITNESS WHEREOF, the **COUNTY** has caused this **Agreement** to be signed by its County Executive, and the **City** has caused the same to be executed by its Council, pursuant to Resolution of its **City** Council, adopted \_\_\_\_\_.

**CITY OF NEWBURGH:**

**COUNTY OF ORANGE:**

\_\_\_\_\_  
**Richard F. Herbek**  
**City Manager**

\_\_\_\_\_  
**Edward A. Diana**  
**County Executive**

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

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

Please Update

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP  
SELF-INSURANCE**

<b>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</b>  City of Newburgh 83 Broadway Newburgh, NY 12550	<b>1d. Business Telephone Number of Business referenced in box "1a"</b>  845-569-7303
<b>1b. Effective Date of Membership in the Group</b> <u>03/01/2008</u>	<b>1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"</b>
<b>1c. The Proprietor, Partners or Executive Officers are</b>  <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	<b>1f. Federal Employer Identification Number of Business referenced in Box "1a"</b>
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</b>  County of Orange 255 Main Street Goshen, NY 10924	<b>3. Name and Address of Group Self-Insurer</b>  NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

*If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.*

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Eric Hartorn 07/01/2011 - 06/30/2012  
(Print name of authorized representative of the Group Self-Insurer) Date

Certified by:   
(Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409



**Certificate of Attestation of Exemption  
From New York State Workers' Compensation  
and/or Disability Benefits Insurance Coverage**

**\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\***

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

**In the Application of  
(Legal Entity Name and Address):**

CITY OF NEWBURGH  
CITY HALL  
83 BROADWAY  
NEWBURGH, NY 12550  
PHONE: 845-569-7340 FEIN: XXXXX2329

**Business Applying For:  
Contract with Government Agency**

From: ORANGE COUNTY

**Workers' Compensation Exemption Statement:**

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

**Disability Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:  
The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

I, RICHARD F. HERBEK, am the CITY MANAGER with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

**SIGN HERE** | Signature: *Richard F. Herbek* | Date: \_\_\_\_\_

Exemption Certificate Number  
**2012-036699**

Received  
**June 22, 2012**  
NYS Workers' Compensation Board

RESOLUTION NO.: 46-2013

OF

FEBRUARY 25, 2013

A RESOLUTION AUTHORIZING THE APPLICATION TO  
NEW YORK STATE ARCHIVES FOR A LOCAL GOVERNMENT  
RECORDS MANAGEMENT IMPROVEMENT FUND (LGRMIF) GRANT  
WITH NO REQUIRED CITY MATCH FOR THE PURPOSE OF CONVERTING  
THE 2,338 ACTIVE CODE COMPLIANCE PROPERTY FILES FOR THE EAST  
END HISTORIC DISTRICT TO ELECTRONIC FORMAT

WHEREAS, the City has invested in the electronic document scanning and filing system "Laserfiche" through General Code as a result of a prior NYS Local Government Records Improvement Fund (LGRMIF) grant for Code Compliance and the City Clerk; and

WHEREAS, the "Laserfiche" system provides standardization of document and electronic record filing, as well as thorough key-word searching and expedited retrieval; and

WHEREAS, the City is interested in the most effective management of its paper documents and electronic records; and

WHEREAS, N.Y.S. Archives provides a grant for conversion of paper documents to electronic imaging through the Local Government Records Management Improvement Fund (LGRMIF) and in 2012-2013 funded the conversion of 1,963 Code Compliance property files currently in the Records Center that were culled from the active files due to space constraint; and

WHEREAS, three New York State firms that do document conversion and entry into the Laserfiche document management system are providing quotes, the lowest responsible of which will be used for the application, and the preparation of the files again will be done by local temporary skilled clerks on site here in Newburgh; and

WHEREAS, this grant does not require a match;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the application be submitted to the New York State Archives Local Government Records Management Improvement Fund, with no required City match, for the purpose of converting the 2,338 active Code Compliance property files for the East End Historic District to electronic format, and if awarded, the City Manager be

hereby authorized to accept said grant if awarded and execute an agreement with New York State Archives.

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy-4**

**ADOPTED**

RESOLUTION NO.: 47- 2013

OF

FEBRUARY 25, 2013

RESOLUTION AMENDING RESOLUTION NO: 223-2012,  
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO TRANSFER \$4,000.00 FROM CONTINGENCY TO  
RECORDS MANAGEMENT IN CONNECTION WITH THE SCOPE OF WORK  
UNDER THE NYS LGRMIF GRANT FOR THE CITY OF NEWBURGH  
CODE COMPLIANCE BUREAU AND EXPENSES INCURRED FROM  
MOVING FLAT FILES FROM THE FRANKLIN DELANO ROOSEVELT  
LIBRARY  
TO THE CITY RECORDS CENTER

**BE IT RESOLVED**, by the Council of the City of Newburgh, that Resolution No: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

<u>Increase</u>	<u>Decrease</u>
A.1900.1990. Contingency	\$4,000.00
A.1460.0448. Records Management \$4,000.00	

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

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee,  
Mayor Kennedy-4

**ADOPTED**

RESOLUTION NO.: 48- 2013

OF

FEBRUARY 25, 2013

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER  
INTO AN AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES WITH CLOUGH HARBOR ASSOCIATES  
IN CONNECTION WITH THE INSTALLATION OF A TRAFFIC SIGNAL FOR  
THE INTERSECTION OF FOURTH STREET AND REV. DR. MARTIN  
LUTHER KING JR. BOULEVARD IN THE CITY OF NEWBURGH**

**WHEREAS**, the City of Newburgh solicited proposals for professional engineering services for the design of a traffic signal to be installed at the intersection of Fourth Street and Rev. Dr. Martin Luther King, Jr. Boulevard in the City of Newburgh; and

**WHEREAS**, Clough Harbor Associates has submitted a proposal to design the traffic signal and to prepare contract plans, bid documents and a construction estimate; and

**WHEREAS**, based on their experience, references and project history, Clough Harbor Associates is best qualified to provide such services; and

**WHEREAS**, the cost for such project shall be in an amount not to exceed Seventeen Thousand Four Hundred and 00/100 (\$17,400.00) Dollars; and

**WHEREAS**, funding for such project shall be derived from Engineering Line A.1440.0455, Consulting Services; and

**WHEREAS**, this Council has determined that entering into an agreement with Clough Harbor Associates is in the best interests of the City of Newburgh and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an agreement with Clough Harbor Associates for professional engineering services for the design of a traffic signal to be installed at the intersection of Fourth Street and Rev. Dr. Martin Luther King, Jr. Boulevard in the City of Newburgh.

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

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy-4

**ADOPTED**

- ✓ Location and type of traffic signal heads
- ✓ Table of Operations to illustrate the sequence of the required signal phases
- ✓ Table of Clearances
- ✓ Location and type of vehicle detectors to be installed
- ✓ Location and type of pedestrian crossing devices (signals, pushbuttons, etc.) to be installed
- ✓ Location of conduit and pullboxes to be installed
- ✓ Wiring diagram to illustrate the wiring required outside of the controller assembly including wiring to a power source
- ✓ Location and type of signal controller
- ✓ Overhead and pole-mounted traffic signal signs
- ✓ Table of Items and Quantities
- Signing and Striping Plan
- Traffic Control Plan for Construction

We will coordinate with the local utility company to identify the location/source and logistics for providing power service to the signal equipment.

We will submit two (2) printed copies of the ADPs to the City for review, and submit two (2) printed copies to NYSDOT for their review.

#### **Task 2: Development of Final Plans, Specifications and Estimate**

We will attend a meeting with the City to review comments on the ADPs and discuss the scope of work to include in the contract documents. We will modify the ADPs, Specifications and Engineer's Estimate based on feedback from the City, as appropriate, and submit the Final Plans, Specifications and Estimate (PS&E).

We will prepare a complete package of bid-ready contract documents (i.e. Project Manual). The package will include:

- Instructions to bidders
- Bid requirements
- Contract language, including applicable federal provisions and prevailing wage rates
- Special notes
- Specifications
- Other pertinent information

We will provide one (1) set of the PS&E package to the City and six (6) copies on compact disk (CD). CHA shall retain a copy of the Final PS&E and Bid Document as prepared for record purposes.

CHA will also prepare the necessary Highway Work Permit and submit it to NYSDOT for approval.



**Task 3: Traffic Signal Timings**

CHA will utilize the traffic volumes used by the City and/or NYSDOT for the traffic signal warrant study to develop traffic signal timings for the intersection. The tabulated signal input timings will be provided to the City and Contractor.

**II. CONDITIONS AND ASSUMPTIONS**

1. Topographic survey and Base Mapping was compiled under PIN 8239.16 Robinson Avenue and will be used for the design and plan preparation. Additional survey for signal design base mapping will not be required.
2. Project plans will be prepared using Microstation and be formatted to NYSDOT standard 11" x 17" sheet size.
3. The plans will be developed in accordance with City of Newburgh requirements and NYSDOT standards. The information provided on the plan sheets will be sufficient for the development of a detailed construction cost estimate by prospective contractors by including an item listing and quantity estimates.
4. Materials and equipment specifications will be based on NYSDOT standard Specifications. Special or non-standard materials or equipment specifications shall not be required.
5. This proposal does not include the preparation of any R.O.W. acquisition maps or utility easements.
6. Conducting hazardous waste or asbestos assessments or soil borings are not included in this proposal.
7. Signal warrant analysis and design justification studies are not included.
8. It is assumed that a street lighting analysis is not required.
9. It is assumed that the design will not include communication/interconnect to adjacent traffic signals.
10. It is assumed that there will be no drainage system modifications or improvements required as part of the proposed work.

**III. SCHEDULE**

It is anticipated that the ADPs will be submitted to the City within eight weeks of Notice to Proceed. Preparation of final plans will be discussed with the City at the Task 2 meeting.



IV. FEE

Our fee for the scope included in this proposal will not exceed \$17,400. We will bill the City on an hourly rate basis plus expenses.

Thank you for considering CHA for your engineering services. We look forward to working with you and your staff on this project. Please contact me at (518) 453-3984 to discuss this proposal.

Sincerely,



Lee Ecker, P.E.  
Project Manager

CLD\mjpp

V:\CHA200\_Proposals\TR\Proposal\_13\Traffic\X37032 Rev Dr MLK Blvd & Colden St-4th St\Newburgh Water St Scope of Work.docx



RESOLUTION NO. 49 - 2013

OF

FEBRUARY 25, 2013

RESOLUTION OF THE CITY OF NEWBURGH ACKNOWLEDGING  
PARTICIPATION IN THE MID-HUDSON REGIONAL SUSTAINABILITY PLAN  
AND ENDORSEMENT OF VISION AND IMPLEMENTATION STRATEGIES OF  
THIS PLAN AS PREPARED FOR CLEANER, GREENER COMMUNITIES  
PROGRAM OF THE NEW YORK STATE ENERGY RESEARCH AND  
DEVELOPMENT AUTHORITY.

WHEREAS, Governor Cuomo announced in his 2011 State of the State address a \$100 million competitive grant program (Cleaner, Greener Communities program) to encourage communities to develop regional sustainable growth strategies; and

WHEREAS, the Regional Sustainability Planning program is the first stage of the Cleaner, Greener Communities program and is intended to provide the necessary resources for each region in New York State, as defined by the boundaries of the Regional Economic Development Councils (REDCs), to develop a comprehensive sustainability plan; and

WHEREAS, engaging counties and municipalities in the planning process will allow each region to develop its vision, goals, and objectives for a sustainable future and to identify the activities or types of projects needed to achieve that future; and

WHEREAS, in stage two of the Cleaner, Greener Communities program - the Implementation Grant stage - funding will be provided on a competitive basis for implementation of specific projects that provide the greatest opportunities for achieving carbon reductions, energy efficiency savings, and renewable energy deployment consistent with a region's sustainability and REDC strategic plans; and

WHEREAS, the Mid-Hudson Region of New York State consists of the seven counties located immediately north of New York City (NYC): Westchester County, Rockland County, Orange County, Putnam County, Dutchess County, Ulster County, and Sullivan County and covers just over 4,500 square miles and contains 198 municipalities; and

WHEREAS, the Mid-Hudson Regional Sustainability Plan (the "Plan") purpose is to inform county and municipal sustainability and land use policies, serve as a basis for local government infrastructure decision making, guide infrastructure investment of both

public and private resources, outline specific and tangible actions to reduce greenhouse gas emissions consistent with New York State's goal of 80% carbon reduction below 1990 levels by the year 2050, and identify strategies for adapting to the effects of climate change; and

WHEREAS, these objectives are paired with implementation strategies to provide a common framework for the Region's sustainable development and the Plan provides a common, uniting framework, each resident, municipality, and organization in the Region remains able to chart their own course toward achieving this vision, either individually or collectively; and

WHEREAS, the resulting Plan sets out a vision for sustainable development that builds on the Region's unique social, cultural, and natural history, with the goal of promoting economic development, environmental sustainability, and enhancing quality of life for the more than two million residents that call the Region home; and

WHEREAS, the Plan is non-binding and provides information and guidance, and is intended for use as a common reference tool by local government and non-governmental organizations (including for-profit businesses); and

WHEREAS, the Plan identifies five (5) deeply interconnected building blocks for sustainable development present in the Region: the diverse natural environment, a vibrant economy, strong transportation accessibility and connectivity, numerous existing centers, and an exceptional quality of life; and

WHEREAS, the Plan provides project ideas, best practices, objectives and targets, as well as baseline information that can be incorporated into comprehensive plans, management plans, zoning, and other planning and strategy documents; and

WHEREAS, the Plan provides local entities with a regional framework for planning and action that is intended to help coordinate efforts and decision-making with the goal of promoting regional-scale sustainable development.

WHEREAS, the Plan provides a platform to address inter-municipal issues, such as water management, economic development, revitalization of aging and historic infrastructure, biodiversity conservation, environmental remediation, and other issues that transcend individual municipal or county borders; and

WHEREAS, the Plan facilitates sharing of resources that help local governments achieve economies of scale, saving money and potentially allowing for coordination of educational programs and technical assistance to localities within the Region that have similar assets and issues; and

WHEREAS, the Plan positions the Region for more funding opportunities, many of which require grantees to demonstrate regional-scale impacts; and

WHEREAS, the Plan enables networking so that individuals, organizations, and municipalities can share ideas and best practices that identify opportunities for collaboration; and

WHEREAS, the Plan assists in creating consistent regional definitions and data sets that can help identify larger-scale trends and targets for investment; and

WHEREAS, in addition to individual focus-area initiatives, which constitute the backbone of the Plan's implementation strategy, a series of regional strategic priorities have been identified; and

WHEREAS, these strategic priorities include efforts which will impact multiple focus areas or have transformative potential at the regional scale; and

WHEREAS, the Plan includes recommendations to sustain and strengthen regional-scale planning, coordination, and action, which is intended to help ensure accountability and facilitate Plan implementation at the local, organizational, and individual level; and

WHEREAS, if objectives for sustainable development are to be achieved in the Mid-Hudson region; and

WHEREAS, a premise of this process, the Plan provides for a regional approach that is essential for effectively addressing the societal challenges the area faces in this century; and

WHEREAS, the City of Newburgh acknowledges active participation in the work effort of the Plan's consortium of counties, municipalities, nongovernmental organizations, private businesses, nonprofits and residents that have joined together to give input and help produce the Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh hereby endorses the Mid-Hudson Sustainability Plan as a concept document, and acknowledges the Plan's vision and objectives that are paired with implementation strategies to provide a common framework for counties, municipalities, nongovernmental organizations, private businesses, nonprofits and residents to help implement sustainable development in the Mid-Hudson region.

BE IT FURTHER RESOLVED, the Plan provides a common, uniting framework, each resident, municipality, and organization in the Region remains able to chart their own course toward achieving this vision, either individually or collectively and the City of

Newburgh will to the best of its ability help the Mid-Hudson region reduce greenhouse gas emissions consistent with New York State's goal of 80% carbon reduction below 1990 levels by the year 2050 and create jobs that, where possible, align with the Mid-Hudson Regional Economic Development Council's goals.

**Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.**

**Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy-4**

**ADOPTED**

ORDINANCE NO.: 1-2013

OF

FEBRUARY 25, 2013

AN ORDINANCE RESCINDING THE LANGUAGE CONTAINED IN  
CHAPTER 212, NOISE, OF THE CODE OF ORDINANCES AND AMENDING  
CHAPTER 212, NOISE IN ITS ENTIRETY

BE IT ORDAINED, by the Council of the City of Newburgh, New York that  
Section 212, Noise, be and is hereby amended as follows:

**§ 212-1. Statement of policy.**

It is hereby declared to be the policy of the City of Newburgh to prevent excessive, unnecessary or unusually loud noise which may jeopardize the well-being, public health, comfort, convenience, safety and welfare of its citizens and the peace and quiet of its inhabitants. The provisions and prohibitions hereinafter contained shall not be utilized or construed in any manner so as to deny or limit any right or privilege granted and recognized by the First Amendment of the Constitution of the United States.

**§ 212-2. Unreasonable public noise prohibited.**

No person shall, with intent to cause public inconvenience, annoyance or alarm, or recklessly create a risk thereof, make any unreasonable noise.

**§ 212-3. Definitions.**

Unless otherwise indicated by context, the following terms and phrases shall have the following meanings:

**DECIBEL(dB)**

A unit for measuring the volume of sound, equal to 20 times the logarithm to the base 10 of the ratio of the sound pressure of 20 micronewtons per square meter.

**HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### SOUND LEVEL

The sound-pressure level measured in decibels with a sound-level meter set to a weighting expressed in dB(A).

#### SOUND-LEVEL METER

An instrument for the measurement of sound levels which conforms to Type 1 or Type 2 standards under ANSI Specifications S1.4-1971 or the latest approved revision thereof.

#### UNREASONABLY INTRUSIVE

Any sound which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a reasonable person of normal sensitivities under the circumstances.

#### § 212-4. Standards for determination.

The standard or standards to be considered in determining whether a noise is an unreasonably intrusive noise which constitutes a prohibited noise shall include, but not be limited to, one or more of the following:

- A. The volume of the noise.
- B. The intensity of the noise.
- C. Whether the nature of the noise is usual or unusual.
- D. Whether the origin of the noise is natural or unnatural.
- E. The volume and intensity of the background noise, if any.
- F. The proximity of the noise to residential sleeping facilities.
- G. The nature and the zoning district of the area within which the noise emanates.
- H. The time of day or night the noise occurs.
- I. The time duration of the noise.
- J. Whether the noise is temporary.
- K. Whether the noise is continuous or impulsive.
- L. The presence of discrete tones.

§ 212-5. Enumeration of prohibited noises.

The following acts, among others, are declared to be noises in violation of this chapter, but said enumeration shall not be deemed to be exclusive:

- A. The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle, except as a warning signal pursuant to the provisions of the Vehicle and Traffic Law of the State of New York.
- B. Playing, using, operating or permitting to be played, used or operated any radio, television, phonograph, musical instrument or instruments, loudspeaker, sound amplifier or other machine or device for the production or reproduction of sound so as to create an unreasonably intrusive noise.
- C. Playing, using, operating or permitting to be played, used or operated any radio, television, phonograph, musical instrument or instruments, loudspeaker, sound amplifier or other machine or device for the production or reproduction of sound exceeding 65 dB(A) at any time within a residential district or within any other district exceeding 70 dB(A) between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Saturday or exceeding 65 dB(A) between the hours of 11:00 p.m. Saturday and 10:00 a.m. Sunday or exceeding 65 dB(A) between the hours of 12:01 a.m. and 11:59 p.m. on holidays as defined in this chapter.
- D. The keeping or harboring of any animal, fowl or bird which, by causing frequent or long-continued noise, shall disturb the comfort or repose of any person residing in the vicinity.
- E. The blowing of any whistle attached to any stationary boiler, except to give notice of the time to begin work or stop work or as a warning of danger.
- F. The discharge into the open air of the exhaust of any steam engine, stationary internal-combustion engine, air compressor, motorcycle engine or motor vehicle engine, except through a muffler or other device which effectively prevents loud, unusual or explosive noise so as to create unreasonably intrusive noise.
- G. Construction work, including but not limited to building, repairing, blasting, grading, leveling and excavating, between the hours of 8:00 p.m. and 8:00 a.m. Sunday through Saturday and between the hours of 8:00 p.m. Saturday and 10:00 a.m. Sunday.
- H. The operation of power lawn mowers, rakers or leaf blowers or other motor-driven lawn or garden equipment between the hours of 6:00 p.m. Sunday and 8:00 a.m. Monday, between the hours of 8:00 p.m. and 8:00 a.m. Monday through Friday,

between the hours of 8:00 p.m. Friday and 9:00 a.m. Saturday, and between the hours of 6:00 p.m. Saturday and 10:00 a.m. Sunday.

- I. Playing, using, operating or permitting to be played, used or operated any radio, phonograph, musical instrument, loudspeaker, sound amplifier or other machine or device for the production or reproduction of sound which is cast upon the public streets or other public places for advertising, soliciting or sales purposes.
- J. The use of any drum, bell, loudspeaker or other instrument or device for the purpose of attracting attention to any solicitation, performance, show or sale or display of merchandise by the creation of noise, except bells sounded by licensed mobile vendors, provided that the sound thereof is not audible more than 300 feet from said vehicle.
- K. The making, continuing, causing or permitting to be made, verbally or mechanically, any unreasonable intrusive noise.
- L. No person shall operate a blower or power fan unless any noise resulting therefrom is properly muffled.
- M. No person shall operate an internal-combustion engine unless the noise resulting therefrom is properly muffled.
- N. No person shall carry or use upon any vehicle any gong or siren whistle similar to that use on ambulances or vehicles of the Police or Fire Department.

**§ 212-6. Transportation of metal.**

All rails, pillars or columns of iron, steel or other material which are being transported over and along streets or other public places upon carts, drays, cars, trucks or in any other manner shall be so loaded as to avoid causing any loud noises or disturbing the peace and quiet of such streets or other public places.

**§ 212-7. Chains on motor vehicles.**

No person shall drive or propel any motor vehicle in any street or public place with chains fastened to the wheels in such a manner that they or any part of them will strike any other part of the vehicle on the revolution of the wheels or with any other part of such vehicle so loose or out of repair as to create any loud or unnecessary noise.

**§ 212-8. Designation of quiet zones.**

A. Neighborhood of St. Luke's Hospital. The territory included within the following bounds is created as a hospital or quiet zone: the north side of Third Street, the south side of First Street the west side of Dubois Street and the east side of Johnson Street. No person shall create an unreasonable noise within such zone.

B. Prohibited acts. The following are specifically forbidden within such zone:

(1) The operation of any radio, radio device, device for the playing of prerecorded music or sound, playing of a mechanical or electronic musical instrument, or the operation of a loudspeaker, amplifier or mechanical or electronic instrument or sound-producing device of any kind, except as may be specifically permitted by ordinance or law, which is so placed and operated that the sounds coming therefrom can be heard to the annoyance or inconvenience of a reasonable person within such zone. This section shall apply to any sound originating from within a premises or from within or on a motor vehicle.

(2) The calling of wares for sale.

C. Scope of section. Such specific enumeration shall not be construed as limiting the general restrictions contained in Subsection A.

#### **§ 212-9. Temporary quiet zones.**

Temporary quiet zones may be established in residential zones by the City Manager, for a period of no longer than 90 consecutive days, in instances where the health, safety or well-being of persons in such zones may be aided thereby. All activities prohibited by § 212-5 of this chapter shall be prohibited in such temporary quiet zones together with any additional activities as the City Manager may, in his discretion, also deem necessary, under all facts and circumstances, to prohibit during such temporary time period.

#### **§ 212-10. Methods of measurement.**

The measurement of any sound or noise shall be made with a sound-level meter using an A-scale decibel level. The measurement shall be conducted at or within ten (10) feet of the property line of the property on which such noise is generated.

#### **§ 212-11. Penalties for offenses.**

Any person violating any provision of this chapter shall, upon conviction, be punished up to \$250 per day, for each violation. Each day that a violation shall continue shall constitute a separate offense.

#### **§ 212-12. Exceptions.**

- A. Nothing in this chapter shall be construed to prevent the production of music in connection with any military or civic parade, funeral procession or religious service or the use of any bell, chimes or other instrument, apparatus or device by any church or synagogue, or school licensed or chartered by the State of New York, provided that such production or use does not occur between the hours of 10:00 p.m. and 8:00 a.m. of the following day.
- B. Sounds created by any governmental agency or railroad agency by the use of public warning devices are exempted from the limitations of this chapter.
- C. Sounds created by public utilities in carrying out the operations of their franchise are exempted from the limitations of this chapter.
- D. Sounds connected with organized sporting events of any public or private school or with City of Newburgh Recreation Department sponsored or permitted special events or sports programs or other community sporting activities conducted on school or Village-owned playing fields are exempted from the limitations of this chapter.
- E. Sounds connected with activities and equipment of the City of Newburgh Department of Public Works are exempted from the limitations of this chapter.

**§ 212-13. Effect of other provisions.**

The provisions of this chapter shall in no case remove or render less restrictive limitations on noise generated or other conditions imposed for specific properties by actions of the City of Newburgh Planning Board or by the actions of the City of Newburgh Zoning Board of Appeals or required under other applicable laws or regulations.

**§ 212-14. Enforcement.**

The provisions of this chapter shall be enforced by the Police Department of the City of Newburgh, Code Enforcement Officers of the City of Newburgh, the Fire Department of the City of Newburgh, or other officials designated by the City Manager.

**§ 212-15. Severability.**

The provisions of this ordinance shall be deemed severable. The finding of the invalidity, illegality or unenforceability of any one or more provisions hereof shall not be deemed to affect the validity of the other sections or provisions of this ordinance, as long as the sense thereof remains.

THIS ORDINANCE SHALL TAKE EFFECT immediately as provided under the terms of the Municipal Home Rule and other applicable laws.

Councilwoman Angelo moved and Councilwoman Lee seconded that the ordinance be adopted.

Ayes- Councilwoman Angelo, Councilman Dillard, Councilwoman Lee, Mayor Kennedy-4

**ADOPTED**