



City of Newburgh Council Work Session  
*Sesión de trabajo del Concejal de la  
Ciudad de Newburgh*

October 9, 2014

6:00 p.m.

AGENDA

1. Executive Session/ Sesión Ejecutiva:

- a. Matters pertaining to the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

*Asuntos pertinentes de la historia médica, financiera, de crédito o empleo de una persona o corporación en particular, o asuntos que conducen a la nominación, empleo, promoción, degradación, disciplina, suspensión, despedida o separación de una persona en particular o corporación.*

- b. Pending Litigation/ *Litigios pendientes*

2. Presentations/ Public Meetings

Presentaciones:

- a. Presentation from Hudson Valley Lighting Opportunity  
*Presentación de la oportunidad de Hudson Valley Lighting*

3. Grants/Contracts and Agreements / Becas / Contratos y Convenios

- a. *Resolution No. 247-2014:*

Authorizing the City Manager to apply for and accept if awarded a grant from the Orange County Youth Bureau in the amount of \$7,400.00 requiring no city match for the recreation department to fund a year round soccer program in the City of Newburgh.

*Una resolución autorizando al gerente de la ciudad a aplicar y aceptar, si es otorgado una beca de la organización gubernamental de jóvenes del condado de naranja por la cantidad de \$7,400, sin requerir igualación de fondos por la ciudad para que el departamento de recreación tenga fondos disponibles el año entero para el programa de balonpie de la ciudad de Newburgh.*

b. *Resolution No. 248-2014 :*

To implement a city-wide curfew for minors 16 years of age and under on October 30<sup>th</sup> and 31<sup>st</sup> from 9:00pm until 6:00am.

*Una resolución para implementar en la ciudad entera un toque de queda para menores 16 años de edad y menos, el 30 y el 31 de octubre de 9:00pm hasta las 6:00am.*

c. *Resolution No. 249-2014:*

Authorizing the City Manager to enter into an agreement with Digital Payment Technologies Corp. for municipal pay and display parking meters in an amount not to exceed \$46,612.52.

*Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con la corporación tecnológica de metros de estacionamiento con pantallas y pagos digitales en la cantidad a no exceder \$46,612.52*

d. *Resolution No. 250-2014:*

Authorizing the City Manager to enter into an agreement with Synovia Solutions, LLC for an amount not to exceed \$42,750.00 for the lease of GPS tracking equipment for city vehicles.

*Una resolución autorizando al gerente de la ciudad a entrar en un acuerdo con Soluciones Synovia, LLC por una cantidad que no exceda \$42,750.00 para el arrendamiento del equipo de seguimiento por GPS para los vehículos de la ciudad.*

e. *Resolution No. 251-2014 :*

Amending Resolution No. 163-2014 of June 9, 2014 establishing a standard work day for elected and appointed officials which will be reported to the New York State and local employees' retirement system.

*Modificando Resolución Número. 163-2014 del 9 de junio del 2014 estableciendo un día planeado de trabajo para candidatos decretados y seleccionados el cual será reportado al Estado de Nueva York y al sistema de retiros de empleados locales.*

4. Finance / Finanzas:

- a. Reminder: The City Manager's proposed Budget for 2015 will be presented at the City Council Meeting on October 14, 2014.

*Recordatorio: El Presupuesto del año 2015 propuesto por el Gerente de la Ciudad será presentado en la reunión del Concejal de la Ciudad el 14 de Octubre del 2014.*

- b. *Resolution No. 252-2014:*

Scheduling a public hearing for November 10, 2014 to receive comments concerning the adoption of the 2015 Budget for the City of Newburgh.

*Una resolución añadiendo al calendario una audiencia pública para el 10 de noviembre del 2014, con el propósito de recibir comentarios en referente a la adopción del presupuesto del año 2015 de la ciudad de Newburgh*

5. Economic and Community Development & Real Estate / Desarrollo económico y de la comunidad / Bienes Raíces:

- a. Resolution No. 253-2014

Scheduling a public hearing for October 27, 2014 to hear public comment regarding the City of Newburgh's five year Consolidated Housing and Community Development Strategy and action plan for fiscal year 2015.

*Añadiendo al calendario una audiencia pública para el 27 de octubre del 2014, con el propósito de recibir comentarios del público en referente a la estrategia de la Ciudad de Newburgh en cuanto al plan consolidado de cinco años para el desarrollo estratégico de la comunidad y sus viviendas y un plan de acción para el año fiscal del 2015.*

- b. Resolution No. 254-2014

A resolution authorizing the city manager to apply for and accept if awarded a Grant from the Orange County Office of Community Development under the Orange County Community Development Block Grant Disaster Recovery (CDBG-DR) Program in the amount of \$500,000.00 with no city match required to provide funding for the Combined Sewer Overflow Regulator No. 2 Upgrades Project.

*Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgada una beca de la Oficina de Desarrollo de la Comunidad del Condado de Naranja bajo la Beca del Programa de Recuperación del Desastre del bloque por la Oficina de Desarrollo de la Comunidad del Condado de Naranja bajo (CDBG-DR) en la cantidad de \$500,000.00 sin requerir ninguna igualdad por parte de la Ciudad*

*para proveer fondos para el Regulador de la Inundación del Desagüe Combinado  
NO.2 Mejorando el Proyecto*

c. Resolution No. 255-2014

A Resolution authorizing the City Manager to apply for and accept if awarded a grant from the Orange County Office of Community Development under the Orange County Community Development Block Grant Disaster Recovery (CDBG-DR) Program in the amount of \$300,000.00 with no city match required to provide funding for the Mill Street bridge Pier 5 footing stabilization project.

*Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgada una beca de la Oficina de Desarrollo de la Comunidad del Condado de Naranja bajo la Beca del Programa de Recuperación del Desastre del Bloque por la Oficina de Desarrollo de la Comunidad del Condado de Naranja bajo (CDBG-DR) en la cantidad de \$300,000.00 00 sin requerir ninguna igualdad por parte de la Ciudad para proveer fondos para el Proyecto que provee bases de 5 pies para el Puerto del Puente en la calle Mill*

d. Resolution No. 256-2014

A Resolution authorizing the city manager to apply for and accept if awarded a grant from the Orange County Office of Community Development under the Orange County Community Development Block Grant Disaster Recovery (CDBG-DR) program in the amount of \$112,500.00 with no city match required to provide funding for A collection system vulnerability assessment.

*Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgada una beca de la Oficina de Desarrollo de la Comunidad del Condado de Naranja bajo la Beca del Programa de Recuperación del Desastre del Bloque por la Oficina de Desarrollo de la Comunidad del Condado de Naranja bajo (CDBG-DR) en la cantidad de \$112,500.00 sin requerir ninguna igualdad por parte de la Ciudad proveyendo fondos para un estimado de debilidad del sistema de colección.*

6. Engineering / Ingeniería:

a. Resolution No. 257-2014 :

Authorizing the City Manager to execute an amendment to the street lighting authority order with CH Energy Group, Inc.

*Autorizando el Gerente de la Ciudad a llevar a cabo una enmienda a la orden de autoridad con CH Energy Group Inc.*

7. Discussion / Discusión:

- a. Discussion regarding youth programming with Recreation Department

*Discusión con el Departamento de Recreación acerca de programas para la juventud.*

- b. Reminder: Public Hearing on Local Law No adding Chapter 276 of the Code of Ordinances of the City of Newburgh Entitled "Tobacco" and enacting Article 1 Entitled "Tobacco Retail License" on October 14, 2014.

*Recordatorio: Audiencia Pública de Número de Ley Local añadiendo Capítulo 276 del Código de Ordenanzas de La Ciudad de Newburgh Titulado "Tabaco" y promulgado Artículo 1 Titulado "Licencia de Venta al por mayor de Tabaco" el día 14 de octubre del 2014.*

- c. Discussion regarding 288 Grand St. Section 10, Block 2, Lot 26 request for extension of time to close.

*Discusión referente a una extensión para cerrar el contrato de la propiedad en 288 Grand St. Sección 10 Bloque 2 Parcela 26*

- d. Discussion regarding the proposed license agreement with the City Manager and the Youth Empowerment Center for the first floor of 104 South Lander St. for a term of one year.

*Discusión acerca del acuerdo de licencia entre el Gerente de la Ciudad y el Centro de Fortalecimiento de la Juventud, del primer piso en 104 South Lander por un término de un año.*

- e. Discussion to appoint individuals for the Board of Assessment Review and the Conservation Advisory Council.

*Discusión para nominar individuos para el Consejo de Evaluación de Opinión y el Consejo de Conservación y Asesoramiento.*

- f. Discussion regarding the Department of Motor Vehicles Offices in the City of Newburgh.

*Discusión acerca del Departamento de Vehículos Motorizados en la Ciudad de Newburgh.*

- g. Discussion regarding the proposed license agreement with the City Manager and Dynamic Approach Marching Band for the use of the parking lot located in the Delano-Hitch Recreation Park.

*Discusión acerca del propuesto acuerdo de licencia entre el Gerente de la Ciudad y la Banda de Marcha del Enfoque Dinámico para el uso del estacionamiento del Parque de Recreación Delano-Hitch.*

- h. Discussion regarding City of Newburgh Zoning Code Revisions  
Alteración al Código de Zonificación de la Ciudad de Newburgh
- i. Discussion regarding Emergency Demolitions  
Discusión acerca de Derrumbamientos de Emergencia

RESOLUTION NO.: 248 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION TO IMPLEMENT A CITY-WIDE  
CURFEW FOR MINORS 16 YEARS OF AGE AND UNDER  
ON OCTOBER 30TH AND 31ST  
FROM 9:00 P.M. UNTIL 6:00 A.M.**

**WHEREAS**, the City of Newburgh has a general obligation to ensure the safety and welfare of the general population of the City including minors, along with protection of private property; and

**WHEREAS**, October, 30<sup>th</sup> and 31<sup>st</sup> are associated with Halloween related activities, including “Trick or Treating” and other related outdoor activities, some of which might be prejudicial to the safety and welfare of the population and protection of private property; and

**WHEREAS**, the City of Newburgh determines that the passage of a curfew resolution for Halloween and the preceding night will assist in protecting the welfare of minors by reducing the likelihood of their involvement in inappropriate behavior, while aiding parents or guardians of minors entrusted in their care;

**NOW THEREFORE, BE IT RESOLVED:**

**THIS COUNCIL HEREBY DECLARES** a city-wide curfew for minors from 9:00 P.M. until 6:00 A.M. each day, starting at 9:00 p.m. on Thursday, October 30, 2014, and ending at 6:00 a.m. on Saturday, November 1, 2014; and

**BE IT FURTHER RESOLVED**, this Council urges all parents to inform their children and supervise the implementation of this City-wide curfew so that we may avoid problems and promote the safety, health and welfare of our City’s young people and property owners; and

**BE IT FURTHER RESOLVED**, that it shall be a defense to a violation of this curfew that the minor was accompanied by the minor’s parent or guardian, engaged in an employment activity, or involved in an emergency or other legally justifiable activity.

RESOLUTION NO.: 249 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH  
DIGITAL PAYMENT TECHNOLOGIES CORP.  
FOR MUNICIPAL PAY AND DISPLAY PARKING METERS  
IN AN AMOUNT NOT TO EXCEED \$46,612.52**

**WHEREAS**, the City of Newburgh has requested proposals for municipal pay and display parking meters; and

**WHEREAS**, proposals have been duly received and reviewed and it has been determined that Digital Payment Technologies Corp. has submitted the proposal that would most benefit the City of Newburgh; and

**WHEREAS**, the cost of the equipment and installation is \$41,312.52 and Digital Payment Technologies Corp. has agreed to sub-contracting electrical work to a local licensed electrician at a price not to exceed \$5,300; and

**WHEREAS**, this Council has reviewed such agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with Digital Payment Technologies Corp. annexed hereto with other such terms and conditions as may be required by the Corporation Counsel for municipal pay and display parking meters.

# SALES QUOTE



Digital Payment Technologies Corp.  
 330-4260 Still Creek Drive  
 Burnaby, BC V5C 6C6  
 Phone: 1.888.687.6822  
 Fax: 604.687.4329  
 GST #: 86910 7094 RT0001  
 US Tax ID #: 98-0603996

**Sales Quote No.:** 30634  
**Sales Quote Date:** July 9, 2014  
**Location Code:** MAIN WHSE  
**Revision Date:** 09/18/14

\*\*\*Revised\*\*\*  
 \*\*\*CONFIDENTIAL\*\*\*

**Bill To:**  
 City of Newburgh  
 83 Broadway  
 City Hall, Fourth Floor  
 Newburgh, NY 12550  
 USA  
 John J. Aber  
 845.569.7300  
 jaber@cityofnewburgh-ny.gov

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 City of Newburgh  
 83 Broadway  
 City Hall, Fourth Floor  
 Newburgh, NY 12550  
 USA  
 John J. Aber  
 845.569.7300  
 jaber@cityofnewburgh-ny.gov

**Ship To:**  
 Integrated Technical Systems Inc. (I-T-S)  
 3651 Hill Rd.  
 Bldg 3  
 Parsippany, NJ 07054  
 USA  
 Joe Yorlano  
 973.585.6796

Customer ID:  
 End User:  
 Sell To EIN No.:  
 Payment Terms: Net 30  
 Sales Phone: 1.888.687.6822 x 485  
 Sales E-mail: marie.depasquale@digitalpaytech.com  
 P.O. No.:  
 Ref. No.:  
 Digital Iris/EMS Cust. Name: TBD

Ship Advice: Complete  
 Ship Via: Ground  
 Ship To EIN No.: 27-1951004  
 Freight Terms: FOB – Vendor, Prepay & Add  
 Account Managers: Marie Depasquale/Bill Geraghty  
 Sales Code:  
 Requested By:  
 Outside Sales (NCM):  
 Inside Sales (NCM):

Item No.	Description	Unit	Qty.	Unit List Price	Disc. %	Unit Disc. Price	Total Price
900.0027	LUKEII-302B 38K-120V-EBCx-x-P Includes: 38-Key Keypad 120 Volt AC Coin Escrow, Bill Validator, Credit Card Reader 2 Inch Thermal Printer P-Label, set of 2	Each	4	14,315.00	50	7,157.50	28,630.00
880.4067	Modem Kit-CDMA Verizon-L2 (V5) 100.0084: Create New Key - Maintenance LII	Each	4	890.00	50	445.00	1,780.00
880.4030	Lock-Maintenance-L2	Each	4				
450.0018	Key-Green Ex.Access-S/L/LR/L2	Each	2	30.00	50	15.00	30.00
450.0019	Key-Yellow Ex.Access-S/L/LR/L2 100.0085: Create New Key - Collections LII	Each	1	30.00	50	15.00	15.00
880.4036	Lock-Collections-L2	Each	4				
450.0018	Key-Green Ex.Access-S/L/LR/L2	Each	2	30.00	50	15.00	30.00
450.0019	Key-Yellow Ex.Access-S/L/LR/L2	Each	1	30.00	50	15.00	15.00
450.0033	Key-Bill Stacker Access-L2	Each	2	30.00	50	15.00	30.00
450.0006	Key-Hopp/Canister Acc-S/LR/L2	Each	2	10.00	50	5.00	10.00
880.4040	Coin Shutter-L2	Each	4	125.00	50	62.50	250.00
115.0108	Coin Canister-L2 - installed in base unit	Each	4	600.00	50	300.00	1,200.00
115.0108	Coin Canister-L2 - collection spare	Each	4	600.00	50	300.00	1,200.00
115.0132	Bill Stacker 1000 Note-L2 - installed in base unit	Each	4	485.00	50	242.50	970.00
							34,160.00

Continued on page 2

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Item No.	Description	Unit	Qty.	Unit List Price	Disc. %	Unit Disc. Price	Total Price
	Continued from page 1						34,160.00
115.0132	Bill Stacker 1000 Note-L2 - collection spare	Each	4	485.00	50	242.50	970.00
100.1110	Multilingual Software	Each	4	340.00	50	170.00	680.00
100.1108	Digital Iris/EMS Profile Set-Up	Each	1	1,000.00	50	500.00	500.00
880.0086	BOSS Software-C Per PC	Each	1	200.00	50	100.00	100.00
880.4084	USB Data Key-C	Each	1	65.00	50	32.50	32.50
663.0013	Paper 2in No Perf/w Varnish	Each	20	21.00		21.00	420.00
	Hardware and Software Warranty - 1 additional year (total of 2 years at no additional cost)	Each	4				
	Initial programming, installation (to existing concrete sidewalk or mounting pads), and training of City parking personnel. Note: Installation and training will be provided by Integrated Technical Systems (ITS). ITS will be liable for all onsite installation services and provide their own insurance coverage for this work.	Each	4	875.00		875.00	3,500.00
	Shipping & Handling *ESTIMATE ONLY*	Each	1	950.00		950.00	950.00
	***** Shipping quoted is ESTIMATE only. Actual cost to be reflected on invoice. ***** Client card must be completed and returned prior to placing order. (Form provided separately) ***** Iris/EMS Q#500758 & information provided separately. Order will not ship without Iris/EMS agreement being accepted by client. Iris/EMS Core @ \$50 per unit per month. Coupons on trial for initial 3 months. See Iris/EMS Quote for further details. ***** Any applicable sales tax not included in quote. Installation not included in quote. Installation to be provided by ITS. Continued on page 3						

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Item No.	Description	Unit	Qty.	Unit List Price	Disc. %	Unit Disc. Price	Total Price
	Continued from page 2						41,312.50
	Training not included in quote. Training to be provided by ITS. *****						
	Please review all details on this quote, including ship to address, EIN number, and key code. If you would like to proceed with placing this order, please submit a matching signed quote to fax 604.687.4329.						

Total:	77,755.00
Discount:	-36,442.50
Subtotal:	41,312.50
Total Tax:	0.00
<b>Total:</b>	<b>41,312.50</b>

Amount Subject to Sales Tax	Amount not Subject to Sales Tax
0.00	41,312.50

**Quote is valid for 90 days from Quote date.**  
 PAST DUE AMOUNTS SUBJECT TO INTEREST AT 18% PER ANNUM.

**Terms and Conditions of Sale are available at <http://www.digitalpaytech.com/terms>**

Please note that if sales taxes are not charged, if applicable, taxes should be self-assessed and remitted to the appropriate tax authorities.

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<b>Quote Acceptance:</b>	PO#	PO Date	Print Name	Authorized Signatory	Title
.....					

**Thank you for your business!**

Fax Back to: 604.687.4329

RESOLUTION NO.: 250 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH SYNOVIA SOLUTIONS, LLC  
FOR AN AMOUNT NOT TO EXCEED \$42,750.00  
FOR THE LEASE OF GPS TRACKING EQUIPMENT FOR CITY VEHICLES**

**WHEREAS**, the City of Newburgh wishes to enter in to the annexed agreement with Synovia Solutions, LLC to lease GPS hardware and software as well as for installation in City vehicles, ongoing training and carrier activation; and

**WHEREAS**, the term of such lease is 60 months with an annual cost of \$8,550.00 and a total contract cost of \$42,750.00; and

**WHEREAS**, this Council has reviewed such agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with Synovia Solutions, LLC, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to lease GPS equipment to be installed in City vehicles.



9330 Priority Way West Drive  
 Indianapolis, IN 46240  
 Phone: 317-208-1700  
 Toll Free: 1-877-796-6842  
 Fax: 317-208-2202

# MUNICIPAL SYNSURANCE AGREEMENT

**No: 3279**

Customer Legal Name City of Newburgh		Customer Billing Address (If different)	
Address 83 Broadway		Address	
City Newburgh	County Orange	City	County
State New York	Zip Code 12550	State	Zip Code
Location Contact: John J. Aber	Phone 845 569 7322	Fax 845 569 7490	Salesperson
Tax ID#	<input type="checkbox"/> K-12	<input checked="" type="checkbox"/> Other Municipal	
PO Number (if applicable):		PO Expiration Date:	

**CONTRACT DURATION/VEHICLES**

Term of Agreement:     36 Mo.     48 Mo.     60 Mo.     \_\_\_\_\_ Mo.

Number of Vehicles:

Effective Date

Tax Exempt:             No             Yes (Attach Certificate)

THIS AGREEMENT COVERS THE FOLLOWING:

SILVERLINING SOFTWARE	EQUIPMENT LIST	
	TYPE	QTY
<input checked="" type="checkbox"/> Core Track & Trace		
<input type="checkbox"/> Comparative Analysis	LMU:	2620      16
<input type="checkbox"/> Time and Attendance	LMU	3000      19
<input checked="" type="checkbox"/> Engine Diagnostics	Peripheral:	
<input type="checkbox"/> Parent Portal		
	Other:	

Carrier:             Synovia             Verizon             Sprint             AT&T

Installation:     Synovia             Customer             Customer to be Trained By Synovia

**SPECIAL INSTRUCTIONS:** . LMU 3000 @ \$19 each  
 LMU 2620 @ \$21.50 each

METHOD OF PAYMENT	RATE PER UNIT
Base Payment \$ _____ X Number of Vehicles <u>35</u>	= Total \$ <u>\$629</u>
	Applicable Sales Tax _____
	Total _____
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> ACH	<input type="checkbox"/> Credit Card <input type="checkbox"/> Check

**PLEASE READ BEFORE SIGNING:** THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.

**AUTHORIZATION**

Company Full Name (Please Print)	
Authorized Signature            Date	Authorized Representative of Synovia
Authorized Signer's Printed Name            Title	

## RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.
3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: **Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period. Customer shall promptly notify Vendor and send Vendor copies of any notices, reports and inquiries from taxing authorities concerning delinquent taxes, fees or other charges or assessments received by Customer. Customer shall be liable for any taxes or licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to the Vendor the amount of the tax together with the next rent installment. Vendor has the option to estimate all such taxes due and bill the Customer monthly on the basis of same.
5. **NON-APPROPRIATION OF FUNDS.** The Customer affirms that funds can and will be obtained in amounts sufficient to make all Synsurance Agreement Payments during the Agreement term. The Customer hereby covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which the Synsurance Agreement payments and payments for other related charges, if any, may be made, specifically including in its annual budget requests amounts sufficient to make such payments for the full Synsurance Agreement term. The Customer intends to make all such payments for the full Synsurance Agreement term if funds are legally available for that purpose. If your official governing body does not allot funds for the succeeding fiscal year to continue such payments under the Synsurance Agreement, and you have no other available funds to continue making such payments under the Synsurance Agreement or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Agreement, you may terminate the Synsurance Agreement at the end of the then current fiscal year, by giving ninety (90) days prior written notice to Vendor, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which the Customer will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Synsurance Agreement is terminated by the Customer in accordance with this paragraph, you agree (i) not to purchase, Lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Synsurance Agreement, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Synsurance Agreement is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Synsurance Agreement. If the application of these restrictions would affect the validity of this Synsurance Agreement, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Synsurance Agreement by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Agreement Payments coming due with respect to succeeding fiscal years. However, (a) you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Agreement prior to the end of the 90-day notice period referred to above; and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or your interest in the Equipment to us within ten (10) days after the termination of the applicable Synsurance Agreement, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the Synsurance Agreement payments thereafter coming due under the Agreement that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required. Non-Appropriation under one Synsurance Agreement shall not affect the validity or enforceability or any other Synsurance Agreement or contract between you and us.
6. **UCC FILINGS.** The Customer authorizes, appoints, and empowers Vendor and its assignees as its true and lawful attorney-in-fact to prepare, execute in the Customer's name and file at Customer's cost any and all documents Vendor or its assignees deem appropriate or desirable in connection with the Uniform Commercial Code, including but not limited to UCC financing statements. The Customer authorizes Vendor to insert the serial numbers of the Equipment in this Agreement in any filings.
7. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of insurance showing Vendor as the loss payee. If the Customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf, or alternatively, Vendor may choose to self-insure. In either case, Customer authorizes Vendor to add an insurance surcharge to

the Customer's rent. Customer authorizes Vendor to file claims and endorse insurance checks on the Customer's behalf. This Synsureance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.

8. **INDEMNITY.** The Customer agrees to indemnify, defend and hold harmless Vendor and its agents, employees and assigns from any against any claim, loss, liability and expense, including reasonable attorney's fees, caused by the Equipment. The indemnities, assumptions of risk, liabilities and obligations of the Customer arising under this Agreement shall continue in effect after termination of this Agreement, regardless of the reason for termination.

9. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default.

10. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.

11. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.

12. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At

Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.

13. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state in which Vendor is headquartered or, if this Agreement has been assigned by Vendor, the state in which the assignee is headquartered. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.

14. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

15. **RIGHTS TO DATA.** Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor.

16. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

17. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

18: **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.

19. **MANNER OF EXECUTION.** Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

Customer Initials \_\_\_\_\_

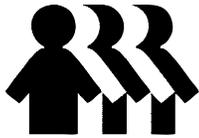
RESOLUTION NO.: 251 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION AMENDING RESOLUTION NO. 163-2014 OF JUNE 9, 2014  
ESTABLISHING A STANDARD WORK DAY  
FOR ELECTED AND APPOINTED OFFICIALS WHICH WILL BE REPORTED  
TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM**

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City of Newburgh hereby amends Resolution No. 163-2014 of June 9, 2014 and establishes the following as standard work days for elected and appointed officials and will report the following days worked on the attached Schedule A to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body.



Office of the New York State Comptroller  
 New York State and Local Retirement System  
 Employees' Retirement System  
 Police and Fire Retirement System  
 110 State Street, Albany, New York 12244-0001

# Standard Work Day and Reporting Resolution for Elected and Appointed Officials

**RS 2417-A**

(Rev. 3/14)

BE IT RESOLVED, that the \_\_\_\_\_ / \_\_\_\_\_ hereby establishes the following standard work days for these titles and  
 (Name of Employer) (Location Code)

will report the officials to the New York State and Local Retirement System based on time keeping system records or their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Participates in Employer's Time Keeping System (Yes/No-If Yes, do not complete the last two columns)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
<b>Elected Officials</b>									
<b>Appointed Officials</b>									

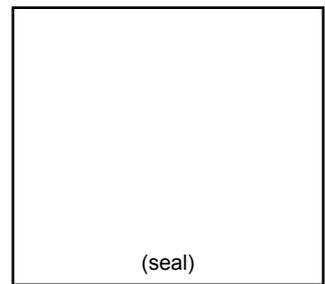
**SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE**

I, \_\_\_\_\_, secretary/clerk of the governing board of the \_\_\_\_\_, of the State of New York,  
 (Name of secretary or clerk) (Circle one) (Name of Employer)  
 do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the \_\_\_\_\_ on this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_, \_\_\_\_\_  
 (Name of Employer) (Signature of the secretary or clerk)

**Affidavit of Posting:** I, \_\_\_\_\_, being duly sworn, deposes and says that the posting of the  
 (Name of secretary or clerk)  
 Resolution began on \_\_\_\_\_ and continued for at least 30 days. That the Resolution was available to the public on the  
 (Date)

- Employer's website at \_\_\_\_\_
- Official sign board at \_\_\_\_\_
- Main entrance secretary or clerk's office at \_\_\_\_\_



## Instructions for completing the Standard Work Day and Reporting Resolution

A.	B.	C.	D.	E.	F.	G.	H.	I.	J.
Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Participates in Employer's Time Keeping System (Yes/No-If Yes, do not complete the last two columns)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
<b>Elected Officials</b>									
Highway Superintendent	8.00	John Smith	0000	0101010-1		1/1/2010-12/31/2013	N	32.79	
Receiver of Taxes	6.00	Michelle Jones	1111	0202020-2	X	1/1/2010-12/31/2014	N	NA	
Town Justice	6.25	Michael Hall	2222	0303030-3		1/1/2010-12/31/2011	N		X
<b>Appointed Officials</b>									
Planning Board Member	7.00	Joseph Gray	3333	0404040-4		1/1/2010-12/31/2010	N	17.54	
Assessor	7.50	Ann Hughes	4444	0505050-5		1/1/2010-12/31/2010	Y		

- A. **Title:** All paid elected and appointed officials (who are active members of the Retirement System) must be listed. For the purpose of the regulation, an "appointed official" is someone who is appointed by an elected official, an appointed official or governing board. They hold an office in an organization or government and participate in the exercise of authority. This also includes appointees of elected and appointed officials such as deputies, assistants or confidential secretaries.
- B. **Standard Work Day:** The minimum number of hours that can be established for a standard work day (SWD) is **six**, while the maximum is **eight**. A SWD is the denominator to be used for the days worked calculation; it is not necessarily always the number of hours a person works. For example, if a board member only attends one three-hour board meeting per month, you must still establish a SWD between six and eight hours as the denominator for their record of activities (ROA) calculation.
- C. **Name:** The official's complete first and last name must be included for identification purposes.
- D. **Social Security Number:** The last four digits of the official's Social Security Number must be included for identification purposes. For security purposes, the last four digits of the Social Security Number can be omitted from the publicly posted version.
- E. **Registration Number:** The official's Registration Number must be included for identification purposes. For security purposes, the Registration Number can be omitted from the publicly posted version.
- F. **Tier 1:** If the official is a Tier 1 member, this box should be checked. Tier 1 members are not required to keep a ROA.
- G. **Current Term Begin & End Dates:** All officials listed on the Resolution must have a specified Term End date. Leaving this column blank or listing 'Tenure/At Pleasure' is not acceptable. If the official does not have a designated term, the current term for the official who appointed them to the position should be used. If they are appointed by the governing board, the chairman of the board's term should be used.
- H. **Participates in the Employer's Time Keeping System:** If the official is paid hourly or participates in the employer's time keeping system, Yes must be listed in this column. These officials are not required to keep a sample ROA and the Record of Activities Result column must be left blank. If the official is not paid hourly or does not participate in the employer's time keeping system, No must be listed in this column. Elected officials who are paid a salary and are not subject to an accrual system typically fall into this category. These officials are required to keep a sample three-month ROA, regardless of whether they are being reported by another employer for the same period, and the Record of Activities Result column must list the average number of days worked per month as calculated using the sample three-month ROA.
- I. **Record of Activities Result\*:** This column should only be completed for officials who are not paid hourly or do not participate in the employer's time keeping system and are required to keep a sample three-month ROA. This column must be left blank if an official does not submit their required sample three-month ROA. To determine the average number of days worked per month, you must divide the total number of hours documented on the three-month ROA by three months to get a one-month average number of hours worked. Then, the one-month average number of hours worked must be divided by the SWD to get the average number of days worked per month.
- J. **Not Submitted:** This column must be checked if an official does not participate in the time keeping system and has not submitted the required sample three-month ROA within the 150 day requirement, regardless of whether they are being reported by another employer for the same period. If the Retirement System receives such a Resolution, it will contact the official to notify them of the consequences of not submitting the ROA.

Once passed, the Resolution must be posted on your public website for a minimum of 30 days or, if a website isn't available to the public, on the official sign-board or at the main entrance to the clerk's office. A certified copy of the Resolution and Affidavit of Posting must be filed with the Office of the State Comptroller within 45 days of the adoption. The Resolution and Affidavit can be submitted online via the Elected and Appointed Officials Reporting (EAOR) program.

\*To determine the number of days worked to include on the monthly report for the various payroll frequencies, please refer to the Calculating Days Worked instructions available in the 'Reporting Elected & Appointed Officials' section of our website: [http://www.osc.state.ny.us/retire/employers/elected\\_appointed\\_officials/index.php](http://www.osc.state.ny.us/retire/employers/elected_appointed_officials/index.php)



RESOLUTION NO.: 252 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 10, 2014  
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE  
2015 BUDGET FOR THE CITY OF NEWBURGH**

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2015 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 10th day of November, 2014, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: 253 - 2014

OF

OCTOBER 14, 2014

**RESOLUTION SCHEDULING A PUBLIC HEARING  
FOR OCTOBER 27, 2014 TO HEAR PUBLIC COMMENT  
REGARDING THE CITY OF NEWBURGH'S FIVE YEAR CONSOLIDATED  
HOUSING AND COMMUNITY DEVELOPMENT STRATEGY  
AND ACTION PLAN FOR FISCAL YEAR 2015**

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments regarding the City of Newburgh's Consolidated Housing and Community Development Strategy and Action Plan for fiscal year 2015; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 27th day of October, 2014, in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: 254 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR AND ACCEPT IF AWARDED A  
GRANT FROM THE ORANGE COUNTY OFFICE OF COMMUNITY  
DEVELOPMENT UNDER THE ORANGE COUNTY COMMUNITY DEVELOPMENT  
BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROGRAM IN  
THE AMOUNT OF \$500,000.00 WITH NO CITY MATCH REQUIRED TO PROVIDE  
FUNDING FOR THE COMBINED SEWER OVERFLOW REGULATOR NUMBER TWO  
UPGRADES PROJECT**

**WHEREAS**, the Combined Sewer Overflow (“CSO”) Regulator Number 2 is located approximately 800 feet east of the Mill Street Bridge, along the north side of the Quassaick Creek; and

**WHEREAS**, the function of CSO Regulator Number 2 is to direct dry weather sanitary sewer flows to the Waste Water Treatment Plant through the South Interceptor, and to direct combined sewer flows to Outfall Number 2 at the mouth of the Quassaick Creek during wet weather events; and

**WHEREAS**, during periods of heavy rainfall the West Trunk Sewer Line experiences surcharging and typically overflows combined sewer through a displaced manhole structure overland to the Quassaick Creek, which is a direct result of hydraulic deficiencies within CSO Regulator Number 2; and

**WHEREAS**, CSO Regulator Number 2 receives flow from the largest drainage area in the sewer system, including portions of the Town of Newburgh, and is the only control device on the South Interceptor and West Trunk Sewer Lines; and

**WHEREAS**, as part of the Long Term Control Plan the City’s collection system was modeled to determine capacity, which showed a restriction in CSO Regulator Number 2 that causes flow to back-up and surcharge during periods of increased combined sewer overflow; and

**WHEREAS**, the West Trunk Sewer was significantly undermined due to the increased stream velocities within the Quassaick Creek during both Hurricane Irene and Tropical Storm Lee; and

**WHEREAS**, the City will design and construct modifications to be made to the configuration of the regulator to improve the hydraulics and relieve upstream surcharge conditions by eliminating the bottleneck during wet weather flows eliminating risk during future extreme weather events which result in catastrophic sanitary sewer failures; and

**WHEREAS**, the Orange County Office of Community Development has funding available under the Orange County Community Development Block Grant Disaster Recovery (CDBG-DR) Program to provide for the CSO Regulator Number 2 Upgrades Project; and

**WHEREAS**, such grant funding requires no City match; and

**WHEREAS**, this Council has determined that applying for such grant funding, and accepting if awarded, is 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 of the City of Newburgh be and is hereby authorized to submit the Municipal Grant Eligibility Form for consideration under the Orange County Community Development (CDBG-DR) Disaster Recovery Program and that the City Manager be and he is hereby authorized to accept if awarded a grant from the Orange County Office of Community Development in the amount of \$500,000.00, with no City match required, to provide funding for the Combined Sewer Overflow Regulator Two Upgrades Project; and to execute all necessary documents to receive and comply with the terms of such grant.

RESOLUTION NO.: 255 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR AND ACCEPT IF AWARDED A  
GRANT FROM THE ORANGE COUNTY OFFICE OF COMMUNITY  
DEVELOPMENT UNDER THE ORANGE COUNTY COMMUNITY DEVELOPMENT  
BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROGRAM IN THE AMOUNT OF  
\$300,000.00 WITH NO CITY MATCH REQUIRED TO PROVIDE FUNDING FOR THE  
MILL STREET BRIDGE PIER 5 FOOTING STABILIZATION PROJECT**

**WHEREAS**, the Mill Street Bridge (“Bridge”) is a six (6) span stone masonry arch bridge which was constructed in 1883 and carries Mill Street over both the CSX railroad right-of-way to the north, and the Quassaick Creek to the south; and

**WHEREAS**, increased stream flows within the Quassaick caused by Hurricane Irene and Tropical Storm Lee have contributed to the scouring of the footing supporting Pier 5 of the Bridge; and

**WHEREAS**, this partially unsupported footing has been red flagged by the New York State Department of Transportation; and

**WHEREAS**, if the Pier 5 footing is not repaired timely, the City of Newburgh may be forced to close the Bridge and may ultimately lose this historic structure to structural failure; and

**WHEREAS**, the City of Newburgh is responsible for the repair and maintenance of this section of the Bridge and does not currently have the funding to repair the damages; and

**WHEREAS**, the Orange County Office of Community Development has funding available under the Orange County Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and

**WHEREAS**, such grant funding requires no City match; and

**WHEREAS**, this Council has determined that applying for such grant funding, and accepting if awarded, is 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 of the City of Newburgh be and is hereby authorized to submit the Municipal Grant Eligibility Form for consideration under the Orange County Community Development (CDBG-DR) Disaster Recovery Program and that the City Manager be and he is hereby authorized to accept if awarded a grant from the Orange County Office of Community Development in the amount of \$300,000.00, with no City match required, to provide funding for the Mill Street Bridge Pier 5 Footing Stabilization Project; and to execute all necessary documents to receive and comply with the terms of such grant.

RESOLUTION NO.: 256 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR AND ACCEPT IF AWARDED A  
GRANT FROM THE ORANGE COUNTY OFFICE OF COMMUNITY  
DEVELOPMENT UNDER THE ORANGE COUNTY COMMUNITY DEVELOPMENT  
BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROGRAM IN THE AMOUNT OF  
\$112,500.00 WITH NO CITY MATCH REQUIRED TO PROVIDE FUNDING FOR  
A COLLECTION SYSTEM VULNERABILITY ASSESSMENT**

**WHEREAS**, the County of Orange is currently seeking to undertake development of a regional Hazard Mitigation Plan, which requires specific information to address vulnerabilities in a municipality's combined sewer infrastructure; and

**WHEREAS**, failure due to age and condition, as well as the impacts of Hurricane Irene and Tropical Storm Lee have uncovered a number of vulnerabilities associated with the City's sanitary sewer infrastructure; and

**WHEREAS**, the City of Newburgh wishes to undertake a Vulnerability Assessment which will assist with identifying system wide vulnerabilities, and will develop appropriate mitigation activities to limit both the frequency and duration of future combined sewer overflow events, as well as identifying vulnerabilities in sewer collection systems to prevent future sanitary sewer overflows and collapses during similar events; and

**WHEREAS**, the Orange County Office of Community Development has funding available under the Orange County Community Development Block Grant Disaster Recovery (CDBG-DR) Program to provide for such Vulnerability Assessment; and

**WHEREAS**, such grant funding requires no City match; and

**WHEREAS**, this Council has determined that applying for such grant funding, and accepting if awarded, is 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 of the City of Newburgh be and is hereby authorized to submit the Municipal Grant Eligibility Form for consideration under the Orange County Community Development (CDBG-DR) Disaster Recovery Program and that the City Manager be and he is hereby authorized to accept if awarded a grant from the Orange County Office of Community Development in the amount of \$112,500.00, with no City match required, to provide funding for a Collection System Vulnerability Assessment; and to execute all necessary documents to receive and comply with the terms of such grant.

RESOLUTION NO.: 257-2014

OF

OCTOBER 14, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER  
WITH CH ENERGY GROUP, INC.**

**WHEREAS**, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the replacement of one HPS5800 lamp on poles numbered 324 and 4397 with the installation of one HPS16000 lamp on poles numbered 324 and 4397 located on Gidney Avenue; and

**WHEREAS**, there will be an increase in cost to the City of Newburgh from \$12.43 to \$13.82 per lamp per monthly period for this change;

**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 amendment to the Street Lighting Authority Order.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
 610 LITTLE BRITAIN ROAD  
 NEW WINDSOR, NY 12553-6114  
 (845) 452-2700

STREET LIGHTING AUTHORITY ORDER

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CITY OF NEWBURGH  
 83 BROADWAY  
 NEWBURGH NY 12550

ORDER NO.: H8-03305  
 ACCOUNT NO.: 8411-2080-00  
 DATE: 09/24/14

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE CITY LGTG \_\_\_\_\_, IN ACCORDANCE WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE \_\_\_\_\_ (COUNCIL/BOARD OF THE \_\_\_\_\_ OF \_\_\_\_\_ AT A MEETING HELD ON \_\_\_\_\_, 20\_\_ AS FOLLOW

ACTION:

INSTALL OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
REMOVE	HPS 5800	324	A	151-01	GIDNEY AVE		12.43CR
INSTALL	HPS 16000	324	A	151-01	GIDNEY AVE		13.82
REMOVE	HPS 5800	4397	A	151-01	GIDNEY AVE		12.43CR
INSTALL	HPS 16000	4397	A	151-01	GIDNEY AVE		13.82

UPGRADE 70WATT HPS WITH 150HPS PER CITY

- \*\* A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- \*\* B. CUSTOMER OWNED/COMPANY MAINTAINED
- \*\* C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY \_\_\_\_\_ BY \_\_\_\_\_  
 \_\_\_\_\_, 20 \_\_\_\_\_ TITLE \_\_\_\_\_

W.O.NO. 6686A/R      DATE WORK COMPLETED \_\_\_\_\_ BY \_\_\_\_\_