



City of Newburgh
Work Session and City Council Meeting Agenda
June 19, 2013 6:00 p.m.

Work Session Discussion Items:

1. (Res. 126-2013) Community Development Block Grant Youth Services Sub-Grantees
2. (Res. 127-2013) Façade Improvement Program – Selection of Architect
3. (Res. 128 and 129 - 2013) Budget Amendment to Fund Positions in the Youth Bureau
4. Northern Newburgh Brownfield Opportunity Area Step 3 Application
5. (Res. 130-2013) NYS General Municipal Law amendment to procedure regarding the service of Notices of Claim

City Clerk:

6. Roll Call

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

7. Resolution No. 126-2013
A resolution of the City Council of the City of Newburgh awarding Community Development Block Grant Funds for youth services and authorizing agreements with sub-recipient contractors for fiscal year 2013.
8. Resolution No. 127-2013
A resolution authorizing the interim City Manager to execute an agreement with Liscom McCormack VanVoorhis, LLP for design and architectural services in connection with the Community Development Block Grant (CDBG) Façade/Storefront Program to revitalize Broadway.
9. Resolution No. 128-2013
A resolution amending Resolution No. 223-2012, the 2013 Budget for the City of Newburgh, New York to reallocate salary and benefits of \$10,877.00 from the Youth Voice to Youth Bureau Department for the purpose of funding the Youth Services Specialist position from July 1, 2013 to August 31, 2013.

Agenda – Emergency City Council Meeting
June 19, 2013

10. Resolution No. 129-2013

A resolution amending Resolution No. 223-2012, the 2013 Budget for the City of Newburgh, New York to allocate \$32,264.49 from the Community Development Block Grant Program for the purpose of funding Youth Services Coordinator from July 1, 2013 to December 31, 2013 and two part time project coordinators from September 6, 2013 to December 31, 2013.

11. Resolution No. 130-2013

A resolution appointing the City Clerk of the City of Newburgh as the local agent for the receipt of notices of claim from the New York State Secretary of State under the Uniform Notice of Claim Act.

Adjournment:

RESOLUTION NO.: 126 - 2013

OF

JUNE 19, 2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
AWARDING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR YOUTH SERVICES AND AUTHORIZING AGREEMENTS WITH
SUB-RECIPIENT CONTRACTORS FOR FISCAL YEAR 2013**

WHEREAS, this Council approved the allocation of Community Development Block Grant ("CDBG") funds and has designated a portion of its CDBG funding to be utilized as grants to Newburgh non-profit organizations serving young people;

WHEREAS, the City has issued a request for proposals seeking to address service delivery gaps in the development of youth programs which will reach high-risk youth and support activities that address the reduction of youth violence and gang activity, promote literacy and youth employment; and

WHEREAS, the CDBG Advisory Committee has reviewed the proposals and made recommendations for awarding funds to specific projects; and

WHEREAS, this Council wishes to award funds to the sub-recipients identified below; and

WHEREAS, an agreement is required between the City of Newburgh and a sub-recipient of the CDGB grant funds prior to the distribution of funds to the sub-recipient; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") funds will be made available to the sub-recipients after services have been rendered and approved by City staff and released through the HUD accounting system; and

WHEREAS, a copy of such sub-recipient grant agreement is annexed hereto and made a part of this resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the CDBG funds are awarded and the Interim City Manager be and is hereby authorized to execute a sub-recipient grant agreement between the City of Newburgh and the following sub-recipients:

Total: \$

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 20__

BY AND BETWEEN:

NAME: _____

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 "CITY", and 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 entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the Newburgh City Council has authorized the funding of the program and purpose as listed below:

PROJECT NAME: _____

PURPOSE: _____

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; 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 in the Sub-grantee's funding proposal 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. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. 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.

- (3) The Sub-grantee shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.

- (4) The Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Sub-grantee on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the Executive Director of the City.

- (5) The Sub-grantee agrees to provide administrative support to carry out this service as stated in Article I(4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

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. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

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 Executive Director of the City.
- (2) If, in the opinion of the City, technical assistance is required from HUD or 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 clients served and 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 Compliance Officer/representative of 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 of Newburgh 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 must be submitted to the City for review by the City's CPA. If the Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

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 CDBG 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) 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 Attachment "2".

(3) The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period. 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.

ARTICLE VI. METHOD OF PAYMENT

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

_____ monthly
 X quarterly
_____ semi-annual

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) The sum of (\$) _____ DOLLARS during the first month of the approved program as start up costs; and

(b) For each succeeding: _____ month
 X quarter
_____ semi-annual

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 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the Executive Director of the City.

(c) 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 CDBG funds. Neither the City shall 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 handicap. 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 handicap.

(3) The Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

(4) 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 Executive Director 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, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal 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 a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the Executive Director of the City.

ARTICLE X. AUDITS

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Sub-grantee is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(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, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) 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 Act 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 Agency from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII. INTEREST OF CORPORATION, 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 COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

(1) No member, officer or employee of the City or its designees or agents, no member of the Common 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 with respect to the Community Development Block Grant Program, 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. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

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, at any time by written notice to and with the written agreement of the 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/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 cause 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 personal shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-grantee hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR NEW YORK STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible 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 cause by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Sub-grantee, its agents and employees).

(4) 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, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in 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, City** have executed this Agreement the day and year herein mentioned.

SUB-GRANTEE

WITNESS BY:

By _____

Title _____

Date: _____

CITY OF NEWBURGH

WITNESS

By _____
City Manager

BY: _____

Date _____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Comptroller

ATTACHMENT I
Reporting Requirements

The Sub-grantee will submit a final report to be included in the requisition of payment for expenses.
The outline for the report is as follows:

- I. Progress to date on each objective, goal and performance standard.
- II. Summary of outreach efforts, including specific information on how the Sub-grantee confirmed the income eligibility of each program participant. *Reminder: CDBG regulates that funds be expended for individuals earning less than 80% of the Area Median Income (AMI). A minimum of 51% of all program participants who benefit from the program being funded under CDBG must qualify on an income basis.*
- III. Monthly goal for each activity will be listed and accomplishments during the month. Where the goal has not been achieved, explanations as to the reason for not meeting the monthly goal are to be given and the proposed course of action to insure that future goals will be met is also to be set forth.
- IV. Budget report (format attached)
- V. Indicate the Census Tract in the City of Newburgh within which the program activities were held.
- VI. Demographic data for all program participants:
 - a. Total number of participants served during the reporting cycle.
 - b. Overall Age Range: _____ years to _____ years
 - c. Age breakdown of participants.
%____: 0-4 years %____: 5-9 years %____: 10-15 years
%____: 16-20 years %____: 21+ years
 - d. Income breakdown of participants (numbers not percentages).
_____ Receive SSI
_____ Receive free lunch via the Newburgh Enlarged School District
_____ Receive some level of public assistance
_____ Do not receive any public assistance.
 - e. Gender breakdown of participants (numbers not percentages).
_____ Female _____ Male
 - f. Ethnic breakdown of participants (numbers not percentages).
White _____ White Hispanic _____
Black/African American _____ Black Hispanic _____
Asian _____ Asian & White _____
American Indian/Alaskan Native _____
Native Hawaiian/Other Pacific Islander _____
Black/African American & White _____
Other multi-racial _____
American Indian/Alaskan Native & Black/African Amer. _____

This demographic data is required by HUD to be reported by the City of Newburgh and is a condition of on-going CDBG funding.

Attachments Required: Please attach copies of all marketing materials, photographs, etc. utilized for this program.

ATTACHMENT III
Proposed Scope/Program

RESOLUTION NO.: 127 - 2013

OF

JUNE 19, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE AN AGREEMENT WITH LISCUM McCORMACK VANVOORHIS, LLP
FOR DESIGN AND ARCHITECTURAL SERVICES
IN CONNECTION WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FAÇADE / STOREFRONT PROGRAM TO REVITALIZE BROADWAY**

WHEREAS, Community Development Block Grant ("CDBG") 2013 Annual Action Plan allocates \$175,000 for the improvement of facades along Broadway;

WHEREAS, the City Council has determined to use certain Community Development Block Grant Funds to retain the design and architectural services in connection with and in support of said program; and

WHEREAS, a request for qualifications was issued to secure these services; and

WHEREAS, Liscum McCormack VanVoorhis LLP responded to this request and exhibits sufficient professional experience in architectural design and historic preservation to provide the services needed for the prospective projects to be funded under this grant program; and

WHEREAS, the City wishes to retain Liscum McCormack VanVoorhis LLP, to provide said services via an agreement; and

WHEREAS, a copy of the scope of services to be provided under such agreement is attached hereto; and

WHEREAS, this Council has determined that entering into 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 Interim City Manager be and he is hereby authorized to execute such agreement, with such terms and conditions deemed necessary and appropriate by the Corporation Counsel, with Liscum, McCormack, VanVoorhis, LLP to provide for design and architectural services to the City of Newburgh in connection with the Community Development Block Grant ("CDBG") Façade/ Storefront Program, such services to be compensated with funds allocated for same under the Community Development Block Grant budget.

SCOPE OF SERVICES

- **Project Review and Analysis**

The City and the selected Consultant will meet with each participating property owner to develop plans for the proposed storefront/façade improvement.

The Consultant shall prepare a concept design which includes a report describing how the design satisfies all building department/ permitting requirements. After the City and property owner accept the design and acknowledges acceptance of the report, consultant will be authorized to proceed.

Product: Project analysis, concept design and recommendation report.

- **Completion of Architectural Plans**

Upon completion of architectural plans, the Consultant will pursue and secure all required approvals from ARC. Coordination with the City and the property owner as needed.

Products: Completion of plans and required approvals received.

RESOLUTION NO.: 128 - 2013

OF

JUNE 19, 2013

A RESOLUTION AMENDING RESOLUTION NO.: 223-2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO REALLOCATE SALARY AND BENEFITS OF \$10,877.00
FROM THE YOUTH VOICE TO YOUTH BUREAU DEPARTMENT FOR
THE PURPOSE OF FUNDING YOUTH SERVICES SPECIALIST POSITION FROM
JULY 1, 2013 TO AUGUST 31, 2013

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

		Decrease	Increase
FROM:			
A.7318	Youth Voice		
	.0110 Temporary	\$ 8,438.00	
	.0810 Retirement	\$ 1,764.00	
	.0830 Social Security	\$ 646.00	
	.0835 MTA Tax	\$ 29.00	
TO:			
A.7310	Youth Bureau Department		
	.0101 Salary		\$ 8,438.00
	.0810 Retirement		\$ 1,764.00
	.0830 Social Security		\$ 646.00
	.0835 MTA Tax		\$ 29.00

RESOLUTION NO.: 129 - 2013

OF

JUNE 19, 2013

A RESOLUTION AMENDING RESOLUTION NO.: 223-2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ALLOCATE \$32,264.49 FROM THE COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) PROGRAM FOR THE PURPOSE OF FUNDING YOUTH SERVICES
COORDINATOR FROM JULY 1, 2013 TO DECEMBER 31, 2013 AND TWO PART TIME
PROJECT COORDINATORS FROM SEPTEMBER 6, 2013 TO DECEMBER 31, 2013

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

A.7310 Youth Bureau Department

.0101	Salary	\$30,516.63
.103	Part -Time Salary	\$ 6,300.00
.0810	Retirement	\$ 6,266.00
.0830	Social Security	\$ 2,294.00
.0835	MTA Tax	\$ 102.00

TOTAL: \$38,036.70

To Be Allocated From the Following Funds

CD1.8686.8095.2011:	\$10,000.00
CD1.8686.8095.2012:	\$28,036.70

RESOLUTION NO.: 130-2013

OF

JUNE 19, 2013

A RESOLUTION APPOINTING THE CITY CLERK OF THE CITY OF
NEWBURGH AS THE LOCAL AGENT FOR THE RECEIPT OF NOTICES OF
CLAIM FROM THE NEW YORK STATE SECRETARY OF STATE UNDER
THE UNIFORM NOTICE OF CLAIM ACT

WHEREAS, the Uniform Notice of Claim Act became effective on June 15, 2013, which amends the New York State General Municipal Law to allow notices of claim against municipal corporations to be served on the New York State Secretary of State, and requires each municipal corporation to file with the New York State Department of State a certificate that designates the Secretary of State as the municipal corporation's agent for service of notices of claims and that identifies the name and address of an officer, person or designee to which the Secretary of State will forward notices of claim served upon the Secretary against said municipal corporation; and

WHEREAS, the City Council of the City of Newburgh finds appropriate to appoint the City Clerk as the officer to whom the Secretary of State shall forward any notices of claim served on the Secretary against the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby designates the New York State Secretary of State as the City of Newburgh's agent for service of notices of claim against the City and appoints the City Clerk of the City of Newburgh as the officer to whom the New York State Secretary of State will forward all notices of claim against the City of Newburgh served on the Secretary in accordance with the provisions of the Uniform Notice of Claim Act.