



# CITY OF NEWBURGH

CITY CLERK'S OFFICE  
83 BROADWAY  
NEWBURGH, NEW YORK 12550  
PHONE (845)569-7311  
FAX (845)569-7314

LORENE VITEK  
CITY CLERK

JULY 5, 2012

KATRINA COTTEN  
LISETTE ACOSTA-RAMIREZ  
DEPUTY CLERKS

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: REGISTRAR OF VITAL STATISTICS

I RESPECTFULLY REPORT THAT THERE HAS BEEN  
RECEIVED IN THE OFFICE OF VITAL STATISTICS DURING THE MONTH  
OF JUNE 2012 THE SUM OF \$4,790.00 AS FOLLOWS:

232 CERTIFIED COPIES OF BIRTH CERTIFICATES	\$2,322.00
246 CERTIFIED COPIES OF DEATH CERTIFICATES	<u>\$2,468.00</u>
TOTAL	\$4,790.00

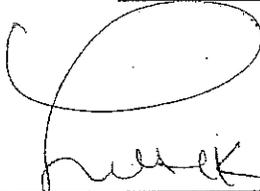
### IN ADDITION:

441 BIRTHS HAVE BEEN FILED IN THIS OFFICE TO DATE,  
301 DEATHS HAVE BEEN FILED IN THIS OFFICE TO DATE,

LORENE VITEK

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	33	577.50
	Season Boat Launch Permit	Season Boat Launch Permit	12	1,200.00
		Sub-Total:		\$1,777.50
1550	Bordatella Booster	Bordatella Booster	1	38.00
		Sub-Total:		\$38.00
A1255	Conservation	Conservation	8	10.72
		Sub-Total:		\$10.72
A12550003	Misc. Fees	Certified Copies - Marriage	29	290.00
		Sub-Total:		\$290.00
A12550008	Misc. Fees	Copies	54	13.50
		Sub-Total:		\$13.50
A12550012	Thumbprint Fee	Thumbprint Fee	1	5.00
		Sub-Total:		\$5.00
A12550013	Private Trash Collector	Private Trash Collector	28	5,600.00
		Sub-Total:		\$5,600.00
A15200001	False Alarms	False Alarms	3	500.00
		Sub-Total:		\$500.00
A1550	Public Pound	Public Pound	1	10.00
		Sub-Total:		\$10.00
A15500004	Dog Redemption	Redemptions	1	35.00
		Sub-Total:		\$35.00
A15500010	Vet Bill (rabies)	Vet Bill (Rabies)	1	28.00
		Sub-Total:		\$28.00
A25010001	Liquor Tax	Liquor Tax	1	224.00
		Sub-Total:		\$224.00
A2544	Dog Licensing	Female, Spayed	12	90.00
		Female, Unspayed	2	25.00
		Male, Neutered	7	52.50
		Male, Unneutered	7	87.50
		Sub-Total:		\$255.00
A25900004.0001	ALARM PERMIT PENALTY	ALARM PERMIT PENALTY	2	300.00
		Sub-Total:		\$300.00
A25900008	Alarm Permit	Alarm Permit	1	100.00
		Sub-Total:		\$100.00
A25900011	Petroleum Dispensers	Petroleum Dispensers	23	5,000.00
		Sub-Total:		\$5,000.00
A25900012	Peddlers Permit	Application Fee	1	75.00
		On Foot - Per Week	1	10.00
		On Foot - Per Yr.	1	100.00
		With Vehicle - Per Month	1	50.00

Account#	Account Description	Fee Description	Qty	Local Share
			Sub-Total:	\$235.00
425900019	Taxi Application Fee	Taxi Application Fee	2	200.00
			Sub-Total:	\$200.00
425900020	Taxi Drivers License	Taxi Drivers License	3	300.00
			Sub-Total:	\$300.00
<b>Total Local Shares Remitted:</b>				<b>\$14,921.72</b>
Amount paid to:	NYS Ag. & Markets for spay/neuter program			46.00
Amount paid to:	NYS Environmental Conservation			183.28
Amount paid to:	State Health Dept. For Marr. Licenses			742.50
<b>Total State, County &amp; Local Revenues:</b>		<b>\$15,893.50</b>	<b>Total Non-Local Revenues:</b>	
				<b>\$971.78</b>

  
 \_\_\_\_\_  
 City Clerk

7/5/12  
 \_\_\_\_\_  
 Date



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**Planning &  
Development:**

Courtney Kain  
73 Bay View Terrace  
Newburgh, NY

Director of Community Development  
Return from MLOA  
6/4/12 \$72,440



# CITY OF NEWBURGH

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83 BROADWAY  
NEWBURGH, NEW YORK 12550  
PHONE (845)569-7311  
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LORENE VITEK  
CITY CLERK

KATRINA COTTEN  
LISETTE ACOSTA-RAMIREZ  
DEPUTY CLERKS

## MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

RE: Notice of Claim:  
Tanya Rhode vs City of Newburgh

DATE: June 18, 2012

Please find attached Notice of Claim regarding the above, which was received via Certified Mail on this date.



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Attachment

Cc City Manager  
Mayor & Council

In the Matter of the Claim of

TANYA RHODE

RECEIVED

JUN 18 2012

CITY CLERK

NOTICE OF CLAIM

TO:

City of Newburgh  
Department of Public Works  
88 Pierces Road  
Newburgh, NY 12550

City of Newburgh Clerk's Office  
83 Broadway  
Newburgh, NY 12550

PLEASE TAKE NOTICE that the undersigned claimant hereby makes claim and demand against you as follows:

1. The name and post-office address of such claimant and claimant's attorney is:

Tanya Rhode  
347 Liberty Street  
Newburgh, NY 12550

Foulke Law Offices  
25 Main Street, 3<sup>rd</sup> Floor  
Goshen, NY 10924

2. The nature of the claim:

This is a claim to recover for personal injuries sustained in a trip and fall on an unstable cobblestone portion of Clinton Street, Newburgh, New York where the cobblestones adjoin a higher elevation asphalt roadway surface.

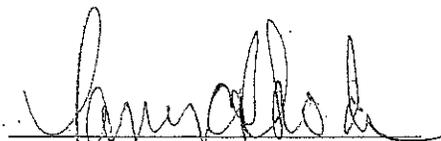
3. The time when, the place where and the manner in which the claim arose:

The accident occurred on May 12, 2012 at approximately 4:00 p.m. The incident occurred when plaintiff's right foot became ensnared where the cobblestone portion of Clinton adjoins a raised asphalt roadway surface. The accident occurred on Clinton Street near its intersection with Liberty Street as one would approach Liberty Street walking in a westbound direction near 88 Clinton Street.

4. The items of damage or injuries claimed are (do not state dollar amounts):

Plaintiff seeks to recover for past and future emotional and physical pain and suffering, lost earnings, medical expenses, and any other damages to which she may be entitled. Among other things, plaintiff suffered multiple metacarpal fractures to her right foot.

Dated: Goshen, New York  
June 8, 2012

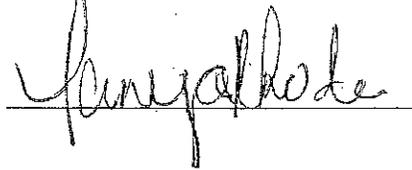
  
TANYA RHODE

FOULKE LAW OFFICES  
Attorneys for Claimant  
25 Main Street, 3<sup>rd</sup> Floor  
Goshen, NY 10924  
845-294-4308

Individual Verification

State of New York, County of Orange ) ss.:

TANYA RHODE, being duly sworn, deposes and says that deponent is the claimant in the within action; that he has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.



Sworn to before me this  
13<sup>th</sup> day of June, 2012

  
Notary Public

EVAN M. FOULKE  
Notary Public, State of New York  
No. 02FO5075259  
Qualified in Orange County 2015  
Commission Expires March 31, 2015



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LORENE VITEK  
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KATRINA COTTEN  
LISETTE ACOSTA-RAMIREZ  
DEPUTY CLERKS

## MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Lisette Acosta-Ramirez, Deputy City Clerk

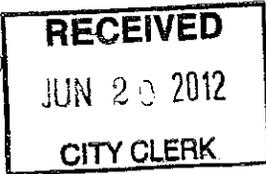
RE: Notice of Claim:  
Marinez & Ernesto Garcia vs City of Newburgh

DATE: June 25, 2012

Please find attached Notice of Claim regarding the above, which was received in the City Clerks Office on June 20, 2012.

Attachment

Cc City Manager  
Mayor & Council



Date Claim Received by Entity \_\_\_\_\_

**CITY OF RIVERTON**

**NOTICE OF CLAIM**

The following claim is submitted as an itemized written claim in accordance with the Wyoming Governmental Claims Act (W.S. 1-39-113 (a)(b)). This claim is submitted to:

Entity Name and Address: \_\_\_\_\_  
RIVERTON, WY 82501

(PLEASE PRINT OR TYPE)

1. Name, Address and residence of claimant:

Claimant Name: Marinez Garcia / Ernesto Garcia  
Claimant Address: 75 Lake Dr section 13  
Newburgh NY, 12550

Claimant Residence (if different than address):  
\_\_\_\_\_  
\_\_\_\_\_

Claimant Telephone Number: Home: (845) 787-6946  
Business: \_\_\_\_\_

2. Date and time of alleged loss or injury: 6/11/12 @ 9:30 pm

3. Place of the alleged loss or injury: lower liberty / big pot hole.

4. Circumstances of the alleged loss or injury: I was drive down liberty around 9:30 when my car fell in pot hole. I didn't think anything of until I got home and realize there was smell. when I went to look at my back passenger tire my rim was out of a piece and sitting on top of the tire.

5. Name of the public employee involved, if one and if known: Construction work

6. Name of Claimant's representative or attorney, if any:

Claimant's Representative: \_\_\_\_\_

Claimant's Attorney: \_\_\_\_\_

7. Amount of compensation or other relief demanded: \$ See attached estimate from sears.  
(Provide documentation to support your demand)

This "Notice of Claim" form is provided only for the information and convenience of the claimant, who is responsible for completing the form properly and accurately in accordance with the statutory requirements and for presenting it to

the proper entity. The governmental entity, which provided this form, makes no representations as to the sufficiency of the form or accuracy of the information provided.

The governmental entity expressly reserves the right to deny the claim on any basis, including the insufficiency or timeliness of the claim and that the claimant should consult with legal counsel if he/she has any questions.

It is the claimant's responsibility to fully comply with all the requirements of the Wyoming Governmental Claims Act (W.S. 1-39-101 through 1-39-120) including the applicable statutory time limits for the filing of your claim and commencement of a suit. Your failure to follow the requirements of the Wyoming Governmental Claims Act may result in your claim being forever barred.

I Ernesto Garcia certify under penalty of perjury and subject to the (Print Claimant Name) provisions of W.S. 6-5-303 and its penalties, that the foregoing claim is a true and just record of necessary expenses paid by me or is an accurate claim for expenses incurred by me. I do further certify that no part of the foregoing claims has been paid or incurred by any other source.

Ernesto Garcia / Mary Garcia 6/20/12  
Claimant Signature Date

If additional space is needed, please attach an additional sheet to this claim form. If there are multiple claimants arising out of one occurrence, each claimant needs to complete a separate "Notice of Claim" form.

Lisette Acosta-Ramirez 6-20-2012

LISETTE ACOSTA-RAMIREZ  
NOTARY PUBLIC STATE OF NEW YORK  
ORANGE COUNTY  
NO. #01AC6214606  
COMMISSION EXPIRES 12/14/2013



6977 - Sears, Roebuck and Co. 1401 Route 300  
Newburgh, NY 12550 (845) 566-2393

EPA Number: Facility Number: 2360746

ESTIMATE

NAME: GARCIA, MARINEZ ADD: 76 LAKE DR NEWBURGH, NY 12550 PH: (845) 737-6946 SEC:		YEAR/MAKE/MODEL NO VEHICLE LICENSE # VIN	COLOR LOCATION ODOMETER IN ODOMETER OUT	TAG #	INITIAL ESTIMATE PARTS \$127.95 LABOR \$29.87 OTHER \$0.00 TAX \$12.82 TOTAL \$173.14	REVISED ESTIMATE	PHONE AUTHORIZATION APPROVED BY: CONTACTED BY:	REF. NUM. ESS706750 CREATED BY: 92825 INVOICED BY:
TIME INSTALLATION INSTRUCTIONS		TIME IN TIME OUT		DATE/TIME OF ESTIMATE 08/19/2012 12:28 PM	DATE/TIME REVISED	NUMBER CALLED: DATE / TIME CALLED:	LOCAL PURCHASE PO NUMBER: 706750	
AIR PRESSURE FRONT / REAR / REFER TO THE GUIDE - NON O.E. APPLICATION		WHL TORQUE SPECIFICATION / REFER TO THE GUIDE - NON O.E. APPLICATION		See reverse for important warranty terms and other information.				

COMMENTS/REQUESTS OR ALTERNATE CONTACTS:

QTY	ITEM #	DESCRIPTION OF MERCHANDISE	PRICE EACH	TOTAL	TECH	CSA
1	PS 09564615	TIRE,20X8.5X16 FK ZER12B	\$123.96	\$123.96 T		92825
1	AC 189021	LOCAL TIRE DISPOSAL	\$0.00	\$0.00 T		92825
1	EF 082021	STATE ENVIRONMENTAL FEE	\$2.50	\$2.50		92825
1	PS 09599734	VALVE,CHR SLV 1.25 IN	\$3.99	\$3.99 T		92825
1	PS 19019505	ROAD HAZARD, PLUS AGREEMENT	\$14.88	\$14.88 T		92825
1	LB 19012007	TIREBALANCE, PERFORMANCE	\$14.99	\$14.99 T		92825*

Ⓢ - A 15% Restocking Fee may apply on returned merchandise. A 15% Cancellation Fee may apply on Special Ordered merchandise cancelled after 24 hours. See Salesperson for details.

ITEM / WARRANTY INFORMATION / LABOR DETAILS / COMMENTS  
Allmarket TPMS Available. Verify TPMS.

ITEM COMMENTS:  
19019505: ROAD HAZARD PLUS SERVICE AGREEMENT. THIS AGREEMENT PROVIDES ADDED BENEFITS OVER AND ABOVE YOUR TIRE WARRANTY. ASK YOUR SALES ASSOCIATE FOR DETAILS.  
19012007: For the Life of the Tire, to address an uneven or imbalanced tire, we will adjust the pressure, remove old weights, computer spin balance. Priced EACH.

ALL NEW, NON-OEM PARTS UNLESS OTHERWISE SPECIFIED.

This is an ESTIMATE  
price for the goods and/or  
services you have requested.  
These prices are good for  
21 days, except sale prices, which are  
valid for the duration of the sale.  
Thank you for shopping with us!



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LORENE VITEK  
CITY CLERK

KATRINA COTTEN  
LISETTE ACOSTA-RAMIREZ  
DEPUTY CLERKS

## MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Summons and Verified Complaint:  
Leroy Walden, Jr. and Evelyn Walden vs City of Newburgh,  
et al.

DATE: June 27, 2012

Please find attached Summons and Verified Complaint regarding the above, which was personally served on our office on this date.

Attachment

Cc City Manager  
Mayor & Council

DATE OF FILING: 6/20/12  
INDEX #: 5702/2012



Plaintiff designates  
Orange County  
as the place of trial.

The basis of venue is:  
Principle place of  
business of  
CITY OF NEWBURGH

Plaintiff resides at:  
2328 Route 300  
Wallkill, NY 12589  
County of Ulster

SUPREME COURT STATE OF NEW YORK  
COUNTY OF ORANGE

-----X  
LEROY WALDEN, JR. and EVELYN WALDEN,

Plaintiffs,

SUMMONS

-against-

CITY OF NEWBURGH, PARUL MANAGEMENT, LLC, and  
UMBERTO'S BARBER SHOP,

Defendants.

-----X  
To the above named defendants:

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within -20- days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

JACOBY & MEYERS, LLP  
Attorneys for Plaintiff(s)  
c/o Processing center  
1279 Route 300, Box 1111  
Newburgh, New York 12551

*David Akerib*  
David Akerib (May 29, 2012)

DAVID AKERIB, ESQ.

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ORANGE

-----X  
LEROY WALDEN, JR. and EVELYN WALDEN,

Plaintiffs,

VERIFIED COMPLAINT

-against-

CITY OF NEWBURGH, PARUL MANAGEMENT, LLC and  
UMBERTO'S BARBER SHOP,

Defendants,  
-----X

Plaintiff, by attorneys, JACOBY & MEYERS, LLP, as and for  
the Verified Complaint, herein alleges the following:

1. That at all times hereinafter mentioned, the plaintiffs  
were and still are residents of the County of Ulster, State of  
New York.

2. That at all times hereinafter mentioned, upon  
information and belief, CITY OF NEWBURGH, was and still is a  
municipal corporation existing within the State of New York.

3. That at all times hereinafter mentioned, upon  
information and belief, the defendant, PARUL MANAGEMENT, LLC,  
was and still is a domestic limited liability corporation

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authorized under and by virtue of the Laws of the State of New York.

4. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was and still is a foreign limited liability corporation duly organized and existing under and by virtue of the Laws of the State of New York.

5. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was and still is a business entity doing business within the State of New York.

6. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was and still is a domestic corporation organized and existing under and by virtue of the Laws of the State of New York.

7. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was and still is a foreign corporation duly authorized under and by virtue of the Laws of the State of New York.

8. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was and still is a business entity doing business within the State of New York.

9. That at all times hereinafter mentioned, upon information and belief, the defendant, CITY OF NEWBURGH, was in possession and control of a certain sidewalk located in front of 352A Broadway, where the concrete sidewalk meets the brick sidewalk, approximately 33 feet 6 inches west then 7 feet 7 inches north from the CHG&E utility pole #2322, located in front of 350 Broadway, City of New York, County of Orange, State of New York.

10. That at all times hereinafter mentioned, upon information and belief, defendant, CITY OF NEWBURGH, was the owner of a certain sidewalk located in front of 352A Broadway, where the concrete sidewalk meets the brick sidewalk, approximately 33 feet 6 inches west then 7 feet 7 inches north from the CHG&E utility pole #2322, located in front of 350 Broadway, City of New York, County of Orange, State of New York.

11. That at all times hereinafter mentioned, upon information and belief, defendant, CITY OF NEWBURGH, maintained the aforesaid sidewalk.

12. That at all times hereinafter mentioned, upon information and belief, defendant, CITY OF NEWBURGH, controlled the aforesaid sidewalk.

13. That at all times hereinafter mentioned, upon information and belief, defendant, PARUL MANAGEMENT, LLC, was the owner of a certain premises located at 352A Broadway, located in the City of Newburgh, County of Orange, State of New York.

14. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was the managing agent of the aforesaid premises.

15. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was the lessor of the aforesaid premises.

16. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was the lessee of the aforesaid premises.

17. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, maintained the aforesaid premises.

18. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, managed the aforesaid premises.

19. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, controlled the aforesaid premises.

20. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, operated the aforesaid premises.

21. That at all times hereinafter mentioned, upon information and belief, defendant, UMBERTO'S BARBER SHOP, was the owner of a certain premises located at 352A Broadway, located in the City of Newburgh, County of Orange, State of New York.

22. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was the managing agent of the aforesaid premises.

23. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was the lessor of the aforesaid premises.

24. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was the lessee of the aforesaid premises.

25. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, maintained the aforesaid premises.

26. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, managed the aforesaid premises.

27. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, controlled the aforesaid premises.

28. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, operated the aforesaid premises.

29. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, was the owner of a certain sidewalk located in front of 352A Broadway, where the concrete sidewalk meets the brick sidewalk, approximately 33 feet 6 inches west then 7 feet 7 inches north from the CHG&E utility pole #2322, located in front of 350 Broadway, City of New York, County of Orange, State of New York.

30. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, maintained the sidewalk adjacent to the aforesaid premises.

31. That at all times hereinafter mentioned, upon information and belief, the defendant, PARUL MANAGEMENT, LLC, controlled the sidewalk adjacent to the aforesaid premises.

32. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, was the owner of a certain sidewalk located in front of 352A

Broadway, where the concrete sidewalk meets the brick sidewalk, approximately 33 feet 6 inches west then 7 feet 7 inches north from the CHG&E utility pole #2322, located in front of 350 Broadway, City of New York, County of Orange, State of New York.

33. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, maintained the sidewalk adjacent to the aforesaid premises.

34. That at all times hereinafter mentioned, upon information and belief, the defendant, UMBERTO'S BARBER SHOP, controlled the sidewalk adjacent to the aforesaid premises.

35. That at all times hereinafter mentioned, the aforesaid sidewalk located in front of 352A Broadway, where the concrete sidewalk meets the brick sidewalk, approximately 33 feet 6 inches west then 7 feet 7 inches north from the CHG&E utility pole #2322, located in front of 350 Broadway, City of New York, County of Orange, State of New York, was the situs of the accident herein.

36. That on or about the 18<sup>th</sup> day of November, 2011, this plaintiff was lawfully upon the aforesaid premises.

37. That on or about the 18<sup>th</sup> day of November, 2011, while the plaintiff was lawfully upon the aforesaid sidewalk

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premises, he was caused to be precipitated to the ground, thereby sustaining severe and serious personal injuries.

38. That the accident and resulting injuries were caused by the negligent, wanton, reckless and careless acts of the defendants, their agents, servants and/or employees.

39. That on or about the 10<sup>th</sup> day of February, 2012, and within ninety (90) days after the claim upon which this action is based, the plaintiff served a Notice of Claim upon the defendant, CITY OF NEWBURGH, in full compliance with the provisions of the General Municipal Law, Section 50E of the Laws of the State of New York.

40. That the one year and ninety (90) day requirement with respect to the service of pleadings has been complied. That a 50-H hearing was held on May 16, 2012.

41. That a Notice of Claim was properly served on the defendant, CITY OF NEWBURGH, and that thirty (30) days has passed since the service of the Notice of Claim and the defendant, CITY OF NEWBURGH, has failed to make adjustment thereon.

42. That the defendants, their agents, servants and/or employees were negligent, wanton, reckless and careless in, among other things, allowing, causing and/or permitting the aforesaid sidewalk to be, become and remain in a hazardous,

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unsafe and dangerous condition to persons lawfully thereon; in failing to provide a safe and level place to walk; in allowing, causing and/or permitting portions of said sidewalk to be raised, uneven and not level; in allowing, causing and/or permitting raised areas to be, become and/or remain in said sidewalk; in allowing, causing and/or permitting the sidewalk to be in a dilapidated condition and in a state of disrepair; in failing to properly repair and/or provide for the proper repair of said sidewalk; in failing to fence off, barricade and/or by some other means block off the area of the dangerous, hazardous and unsafe conditions; in failing to see that the brick sidewalk had sunk down below the level of the concrete sidewalk; in allowing, causing and/or permitting the concrete sidewalk to be raised above the level of the brick sidewalk; in failing to warn this plaintiff of the aforementioned conditions; in failing to check, inspect and/or maintain the aforesaid sidewalk; in failing to remedy or take precautionary steps in reference to the aforementioned conditions; in creating a trap; in failing to use that degree of caution, prudence and care which was reasonable and proper under the controlling circumstances; in failing to take those steps necessary to avoid the contingency which occurred; in acting with a reckless disregard for the safety of others; in hiring

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inept, incompetent and unskilled agents, servants and/or employees, and the defendants, their agents, servants and/or employees, were in other ways negligent, wanton, reckless and careless.

43. The limited liability provisions of C.P.L.R. 1601 do not apply pursuant to C.P.L.R. 1602(7) on the grounds that the defendant acted with reckless disregard for the safety of others including the plaintiff herein.

44. That the defendants, their agents, servants and/or employees had actual and/or constructive notice of the dangerous and defective conditions in that the conditions existed for a sufficient length of time prior to the happening of the within accident and in the exercise of reasonable care, the defendants could have and should have had knowledge and notice thereof, and further, the defendants, their agents, servants and/or employees created said conditions.

45. That by reason of the foregoing, this plaintiff was caused to sustain severe and serious personal injuries to his mind and body, some of which, upon information and belief, are permanent with permanent effects of pain, disability, disfigurement and loss of body function. Further, this plaintiff was caused to expend and become obligated for diverse sums of money as a result of this accident; the plaintiff

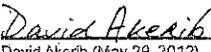
further was caused to lose substantial periods of time from his normal vocation, and upon information and belief, may continue in that way into the future and suffer similar losses.

46. That by reason of the foregoing, this plaintiff was damaged in a sum which exceeds the jurisdictional limits of all lower courts which would have jurisdiction of this matter.

WHEREFORE, plaintiff demand judgment against the defendants and each of them in a sum which exceeds the jurisdictional limits of all lower courts which the jury would find to be fair, adequate and just, together with the costs and disbursements of this Action.

Yours, etc.,

JACOBY & MEYERS, LLP  
Attorneys for Plaintiff  
Office & P.O. Address  
c/o Processing Center  
1279 Route 300, Box 1111  
Newburgh, New York 12551

  
BY: David Akerib (May 29, 2012)  
DAVID AKERIB, ESQ.

TO: CITY OF NEWBURGH  
Defendant  
c/o City Clerk  
83 Broadway  
Newburgh, NY 12550

PARUL MANAGEMENT, LLC  
Defendant  
c/o Secretary of State  
1 Commerce Plaza  
Albany, NY 12231

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UMBERTO'S BARBER SHOP  
Defendant  
352A Broadway  
Newburgh, NY 12550

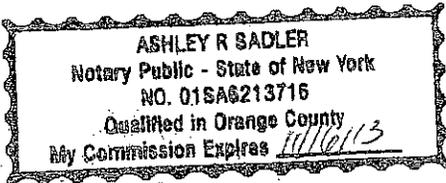
STATE OF NEW YORK : COUNTY OF ULSTER ss:

EVELYN WALDEN, being duly sworn says; I am one of the plaintiffs in the action herein; I have read the annexed Verified Complaint, know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

*Evelyn Walden*  
EVELYN WALDEN

Sworn to before me on  
~~May~~ June 7<sup>th</sup>, 2012

*Ashley R Sadler*  
NOTARY PUBLIC



RESOLUTION NO.: 110 - 2012

OF

JULY 16, 2012

A RESOLUTION SCHEDULING A PUBLIC HEARING  
FOR AUGUST 13, 2012 TO HEAR PUBLIC COMMENT  
CONCERNING A LOCAL LAW AMENDING  
CHAPTER 270 ENTITLED "TAXATION" TO PROVIDE FOR THE ADDITION OF  
ARTICLE XII ENTITLED  
"EXEMPTION FOR CONVERSION OF CERTAIN MULTIPLE DWELLINGS"

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 concerning an Local Law amending Chapter 270 entitled "Taxation," to provide for the addition of Article XII, entitled "Exemption for Conversion of Certain Multiple Dwellings"; 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 13th day of August, 2012, in the 3<sup>rd</sup> Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

LOCAL LAW NO.: \_\_\_\_\_ - 2012

OF

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A LOCAL LAW ADDING ARTICLE XII ENTITLED  
"EXEMPTION FOR CONVERSION OF CERTAIN MULTIPLE DWELLINGS"  
TO CHAPTER 270 "TAXATION" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Adding Article XII entitled 'Exemption for Conversion of Certain Multiple Dwellings' to Chapter 270 of the Code of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to adopt a real property tax exemption from general municipal taxes in the City of Newburgh for owners of multiple dwelling buildings which are reconstructed, altered or converted to owner-occupied one-family or two-family residential buildings as authorized by Real Property Tax Law Section 421-k.

SECTION 3 - AMENDMENT

Chapter 270 entitled "Taxation" of the Code of the City of Newburgh is hereby amended by the addition of Article XII entitled "Exemption for Conversion of Certain Multiple Dwellings" to read as follows:

**"ARTICLE XII**

**Exemption for Conversion of Certain Multiple Dwellings**

**§270-71. Purpose.**

The City Council of the City of Newburgh encourages property owners of single and two-family residential dwelling to invest in improvements to one- and two-family buildings used solely

for residential purposes by providing an exemption from general municipal taxes pursuant to Section 421-K of the Real Property Tax Law of the State of New York.

**§270-72. Definitions.**

As used in this section, the following terms shall have the following meanings:

**OWNER-OCCUPIED MULTIPLE DWELLING BUILDING** - any building or structure designed and occupied as the temporary or permanent residence or home of two or more families, including the owner of such building.

**§270-73. Exemption granted; amount.**

Multiple dwelling buildings that are reconstructed, altered, improved and/or converted back to an owner-occupied single-family or any owner-occupied multiple dwelling that is reduced to at most two units by such reconstruction shall be exempt from taxation levied by the City of Newburgh on the increase in assessed value attributable to such conversion to the extent provided hereinafter pursuant to Section 421-k of the New York State Real Property Tax Law. The length of said exemption shall be eight years and shall be computed in accordance with the following table:

Year of Exemption	Percent of Exemption
1	100%
2	87.5%
3	75%
4	62.5%
5	50%
6	37.5%
7	25%
8	12.5%

**§270-74. Exemption base and market value defined.**

A. Such buildings within the City of Newburgh shall be exempt for a period of one year to the extent of one hundred (100%) per centum of the increase in assessed value thereof attributable to such reconstruction alteration or improvement and for an additional period of seven years, as shown in the table set forth in Section 270-73, subject to the following:

1. The extent of such exemption shall be decreased by twelve and one-half (12.5%) per centum of the "exemption base" each year during such additional period. The "exemption base" shall be the increase in assessed value as determined by the initial year of the term of the exemption, except as provided in subsection 2 of this section.

2. In any year in which a change in level of assessment of fifteen (15%) per centum or more is certified for a final assessment roll pursuant to the rules of the State Board, the exemption base shall be multiplied by a fraction, the numerator of which shall be the total assessed value of the parcel on the immediately preceding final assessment roll (after accounting for any physical or quantity changes to the parcel since the immediately preceding assessment roll), and the denominator which shall be the total assessed value of the parcel on the immediately preceding final assessment roll. The result shall be the new exemption base, notwithstanding the fact that the Assessor receives certification of the change in level of assessment after the completion, verification and filing of the final assessment roll. In the event the Assessor does not have custody of the roll when such certification is received, the Assessor shall certify the recomputed exemption to the local officers having custody and control of the roll, and such local officers are hereby directed and authorized to enter the recomputed exemption certified by the Assessor on the roll. The Assessor shall give written notice of such recomputed exemption to the property owner, who may, if he or she believes that the exemption was recomputed incorrectly, apply for a correction in the manner provided by Title 3 of Article 5 of the New York State Real Property Tax Law.
3. Such exemption shall be limited to \$100,000.00 in increased market value, but not less than \$10,000.00, of the property attributable to such reconstruction, alteration or improvement, and any increase in market value greater than such amount shall not be eligible for the exemption pursuant to this section. For the purposes of this section, the market value of the reconstruction, alteration or improvement shall be equal to the increased assessed value attributable to such reconstruction, alteration or improvement divided by the Class I ratio in a special assessing unit or the most recently established state equalization rate or special equalization rate in the remainder of the state, except where the state equalization rate or special equalization rate equals or exceeds ninety-five (95%) per centum in which case the increase in assessed value attributable to such reconstruction, alteration or improvement shall be deemed to equal the market value of such reconstruction, alteration or improvement.

**§270-75. Exclusions from exemption.**

A. No such exemption shall be granted for reconstruction, alterations or improvements unless:

1. Such reconstruction, alteration or improvement was commenced subsequent to the date on which this Local Law takes effect;
2. The value of such reconstruction, alteration or improvement exceeds five thousand (\$5,000.00) Dollars; and

3. The greater portion, as so determined by square footage, of the building reconstructed, altered or improved is at least five years old.

B. For purposes of this section, the terms “reconstruction,” “alteration” and “improvement” shall not include ordinary maintenance and repairs.

#### **§270-76. Time to File Application.**

A. Any exemption pursuant to this Article shall be granted only upon application by the property owner on a form prescribed by the State Board of the Office of Real Property Services. The application shall be filed with the Assessor of the City of Newburgh on or before the taxable status date of March 1 to be eligible for an exemption to be entered on the assessment roll prepared on the basis of said taxable status date.

B. If satisfied that the applicant is entitled to an exemption pursuant to this section, the assessor shall approve the application and such building shall thereafter be exempt from taxation and special ad valorem levies as provided in this article commencing with the assessment roll prepared on the basis of the taxable status date referred to in Section 270-76 of this article. The assessed value of any exemption granted pursuant to this article shall be entered by the assessor on the assessment roll with the taxable property, with the amount of the exemption shown in a separate column.

#### **§270-77. Exemption discontinuance.**

In the event that a building granted an exemption pursuant to this article ceases to be used primarily for residential purposes or title thereto is transferred to other than the heirs or distributees of the owner, the exemption granted pursuant to this section shall cease.

### **SECTION 4 - VALIDITY**

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

### **SECTION 5 - EFFECTIVE DATE**

This Local Law shall be effective when it is filed in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law and shall apply to assessment rolls on the basis of taxable status dates occurring on and after January 1, 2013.

**SECTION 6 - FILING**

In addition to the Office of the New York State Secretary of State, copies of this Local Law shall be filed with the State Board of the Office of Real Property Services and the City of Newburgh Assessor.

RESOLUTION NO.: 111 - 2012

OF

JULY 16, 2012

RESOLUTION SCHEDULING A PUBLIC HEARING  
FOR AUGUST 13, 2012 TO HEAR PUBLIC COMMENT  
REGARDING THE HOUSING AND COMMUNITY DEVELOPMENT  
NEEDS OF THE CITY OF NEWBURGH IN ORDER TO ASSIST  
IN THE PREPARATION OF ITS HOUSING AND COMMUNITY  
DEVELOPMENT PLAN FOR FISCAL YEAR 2013

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 housing and community development needs of the City of Newburgh in order to assist in the preparation of its Housing and Community Development Plan for fiscal year 2013; 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 13<sup>th</sup> day August 2012 in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York

RESOLUTION NO.: 112 - 2012

OF

JULY 16, 2012

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF NEWBURGH, NEW YORK SUPPORTING THE  
CONSOLIDATED FUNDING APPLICATION OF IL STRATEGY GROUP INC.  
A SISTER CORPORATION OF INDEPENDENT LIVING, INC.  
FOR URBAN INITIATIVES PROGRAM FUNDING THROUGH  
THE OFFICE OF COMMUNITY RENEWAL

WHEREAS, the purpose of the Urban Initiatives Program is to provide funding to New York communities for the restoration and improvement of housing, commercial areas and public facilities in urban neighborhoods; and

WHEREAS, Urban Initiatives Program funding will be awarded to organizations with a direct interest in improving the health, safety and economic viability of a distressed urban neighborhood; and

WHEREAS, IL Strategy Group, Inc., a sister-corporation of Independent Living, Inc. is requesting funding for the purpose of constructing a multi-story, mixed tenancy, fully accessible apartment building on the vacant parcel of land located at 11 Washington Terrace in Newburgh; and

WHEREAS, monies granted will be used to complete environmental assessments, soil testing, traffic and market studies, preliminary architectural drawings and other activities necessary to seek planning and zoning approvals; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the Consolidated Funding Application of IL Strategy Group, Inc., a sister-corporation of Independent Living, Inc. for Urban Initiatives Program funding through the Office of Community Renewal.

RESOLUTION NO.: 113 - 2012

OF

JULY 16, 2012

**A RESOLUTION REJECTING ALL BIDS RECEIVED  
IN CONNECTION WITH THE JOHNES STREET  
BUILDING DEMOLITION PROJECT**

WHEREAS, the City of Newburgh has duly advertised for bids in connection with the Johnes Street Building Demolition Project; and

WHEREAS, two (2) bids were received and opened; and

WHEREAS, upon review of the bids it has been determined that all bids received far exceeded the pre-bid estimate; and

WHEREAS, this Council has determined that rejecting all bids is in the best interests of the City of Newburgh and the project;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that all bids received in connection with the Johnes Street Building Demolition Project be and are hereby rejected; and

**BE IT FURTHER RESOLVED**, that City staff is hereby authorized to take the necessary and appropriate measures to advertise the Johnes Street Building Demolition Project for re-bid.

RESOLUTION NO.: 114 - 2012

OF

JULY 16, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER ACCEPT  
A GRANT FROM THE STATE OF NEW YORK DEPARTMENT OF  
CRIMINAL JUSTICE SERVICES WITH NO CITY MATCH FOR THE OPERATION  
IMPACT IX PROGRAM TO ENHANCE LAW ENFORCEMENT IN THE CITY OF  
NEWBURGH TO ACHIEVE LONG-TERM CRIME REDUCTION AND AUTHORIZING  
THE CITY MANAGER TO EXECUTE ANY DOCUMENTS AND TAKE SUCH ACTIONS  
REQUIRED TO CARRY OUT SUCH PROGRAM

WHEREAS, the Orange County Operation Impact Partnership has been awarded a Grant in an amount not to exceed \$676,850.00 under the Operation IMPACT IX Program with \$340,650 as the City of Newburgh portion; and

WHEREAS, Operation IMPACT IX is part of a comprehensive strategy to reduce crime in New York State by enhancing law enforcement by enabling local police agencies to better analyze crime patterns and data, expand the scope of the positions of Crime Analyst and Field Intelligence Officer, expand focused enforcement on street level violence and burglary; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a Grant award, from the New York State Department of Criminal Justice Services under the Operation IMPACT IX Program, in an amount not to exceed \$340,650 with no City match required, to be used to carry out the program and implement the purposes set forth herein; and to execute all such further contracts and documentation, and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 115 - 2012

OF

JULY 16, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT  
FROM THE HUDSON RIVER ESTUARY PROGRAM  
2012 MINI-GRANTS PROGRAM, ROUND II, IN THE  
AMOUNT OF \$5,000.00 FOR THE  
SOUTH STREET PARK WATERFRONT REVITALIZATION PROJECT**

WHEREAS, the Waterfront Advisory Committee, in cooperation with the Shade Tree Commission, has requested that the City of Newburgh apply for funds from the Hudson River Estuary Program 2012 Mini-Grants Program, Round II, in connection with the South Street Park Waterfront Revitalization Project; and

WHEREAS, such funding request shall be in accordance with the provisions of the Request for Applications of the New York State Department of Environmental Conservation ("NYSDEC"); and

WHEREAS, such funding shall be in an amount not to exceed Five Thousand (\$5,000.00) Dollars, requiring a fifty percent (50%) match not to exceed Two Thousand Five Hundred (\$2,500.00) Dollars; and

WHEREAS, upon approval of such application the City shall be required to enter into a contract with the NYSDEC for such financial assistance; and

WHEREAS, this Council has determined that making such application and accepting such funds 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 be and he is hereby authorized to apply for and accept if awarded a grant from the Hudson River Estuary Program 2012 Mini-Grants Program, Round II, in the amount of \$5,000.00 for the South Street Park Waterfront Revitalization Project; and

**BE IT FURTHER RESOLVED**, that the City Manager be and he is hereby authorized to enter into a contract with the New York State Department of Environmental Conservation, in a form subject to approval by the Corporation Counsel, to effectuate such financial assistance.

RESOLUTION NO.: 116 - 2012

OF

JULY 16, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH C & N AMUSEMENTS  
FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT  
THE CITY OF NEWBURGH INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh will hold its annual International Festival on Friday, August 31, 2012 through Monday, September 3, 2012, dates inclusive;

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, a copy of which is annexed hereto, and in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with C & N Amusements for services in connection with the City of Newburgh International waterfront Festival.

**ARTICLE 5. PROCUREMENT OF AGREEMENT**

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

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

**ARTICLE 6. CONFLICT OF INTEREST**

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation,

partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity or pursuant to this Agreement.

**ARTICLE 7. FAIR PRACTICES**

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or

**ARTICLE 11. RETENTION OF RECORDS**

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

**ARTICLE 12. AUDIT BY THE CITY AND OTHERS**

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

**ARTICLE 13. INSURANCE**

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

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

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

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

#### ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

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

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

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

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon

such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

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

#### ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

#### ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from

ARTICLE 24: CLOSE OUT & CLEAN UP

The parties agree that VENDOR shall make its best effort to remove all property and equipment from the site no later than the end of the day, September, 5, 2012. However, in the event of unforeseen delays or other circumstances beyond the control of the parties, VENDOR shall have until September 6, 2012 to remove all such property and equipment from the site.

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

THE CITY OF NEWBURGH

C & N AMUSEMENTS

BY: \_\_\_\_\_  
RICHARD F. HERBEK,  
CITY MANAGER

BY: \_\_\_\_\_  
ROBERT RIVERA

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

\_\_\_\_\_  
CHERYL A. GROSS,  
City Comptroller

OF

JULY 16, 2012

**A RESOLUTION APPOINTING STEVE RUELKE AND VIRGINIA DIORIO  
TO THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION**

WHEREAS, the City of Newburgh has created the City Human Rights Commission pursuant to Section 239-q of the General Municipal Law; and

WHEREAS, this City Council deems it to be in the best interests of the City of Newburgh to appoint members to serve as Commissioners to fill vacancies and to carry on the important work of such Commission;

NOW, THEREFORE, BE IT RESOLVED, that the following persons be and are hereby confirmed and appointed to serve as Commissioners of the City of Newburgh Human Rights Commission for the term indicated:

1. Steve Ruelke, to serve a three-year term commencing on April 28, 2012 and expiring on April 27, 2015;
2. Virginia DiOrio, to serve a three-year term commencing on April 28, 2012 and expiring on April 27, 2015; and

BE IT FURTHER RESOLVED, that the following individuals be and are hereby re-appointed to the Board of Ethics for the term indicated:

1. Dr. Benilda Armstead-Jones, to serve a new three-year term commencing on April 28, 2011 and expiring on April 27, 2014;
2. Ramona L. Burton, to serve a new three-year term commencing on April 28, 2011 and expiring on April 27, 2014;

RESOLUTION NO.: 113 - 2012

OF

JULY 16, 2012

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF NEWBURGH APPROVING AN AGREEMENT  
WITH THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY  
AS A SUB-RECIPIENT OF FISCAL YEAR 2012  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

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 City of Newburgh Industrial Development Agency ("IDA") 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, the 2012 Community Development Block Grant program will fund the agreement from expense code 8686.0448.8000.2012;

WHEREAS, the City wishes to engage the Agency as sub-grantee to conduct the aforementioned program for the period of such agreement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the annexed agreement between the City of Newburgh and the City of Newburgh Industrial Development Agency as a sub-grantee to receive funds under the Community Development Block Grant Program from the United States Department of Housing and Urban Development.

**AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of July 2012

BY AND BETWEEN:

NAME:           **City of Newburgh Industrial Development Agency "The Agency"**

ADDRESS:       **83 Broadway, Newburgh NY 12550**

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

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 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",

**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 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 (**attachment I**); and

**WHEREAS**, City wishes to engage the Agency as 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:

**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 detailed in Attachment A, and the project budget not to exceed \$15,000.

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

**Article I. SCOPE OF SERVICES**

(1) The Agency, as Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Agency, as Sub-grantee's funding proposal and assures the City that the Agency, as Sub-grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said The Agency, as Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Agency, as 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 Agency, as 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 Agency, as Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.

(4) The Agency, as Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Agency, as 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 Agency, as Sub-grantee agrees to provide technical 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. Payment by the CDBG Program**

(1) The services of The Agency, as 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 CITY**

(1) Upon request by the Agency, as Sub-grantee, 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 Agency, as 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 Agency, as 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 Agency, as Sub-grantee must be submitted to the City for review by the City's CPA. If the Agency, as 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 Agency, as 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) Thirty Thousand DOLLARS as full payment for all services rendered by the Agency, as Sub-grantee during the period of this agreement. The adopted budget of the Agency, as Sub-grantee is annexed hereto as Attachment "3".

(3) The City may withhold any payment whenever the Agency, as 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 basis, thereafter, for the term of this Agreement, the City shall pay, and the Agency, as Sub-grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

(a) For the first month and for each succeeding monthly period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15<sup>th</sup> of the month. In no event shall such expenditures exceed 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 Agency, as Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Agency, as Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Agency, as 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 Agency, as Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Agency, as 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 Agency, as 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 AGENCY, AS SUB-GRANTEE**

The Agency, as 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 Agency, as 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 Agency, as Sub-grantee, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Agency, as 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 Agency, as 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 Agency, as 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 Agency, as 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 Agency, as Sub-grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The Agency, as 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 Agency, as 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 Agency, as 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 Agency, as 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 Agency, as 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 Agency, as 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 Agency, as 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 EMPLOYEE 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 Agency, as 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 Agency, as 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 Agency, as 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 Agency, as 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 Agency, as 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 Agency, as 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 Agency, as 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 Agency, as Sub-grantee, the City may withhold from any payments due the Agency, as Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Agency, as Sub-grantee.

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

(1) The Agency, as Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all

persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Agency, as Sub-grantee or its agents, sub-contractors, servants or employees.

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Agency, as 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 caused 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 Agency, as Sub-grantee, its agents and employees).

(4) The Agency, as 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 Agency, as Sub-grantee shall provide Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

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

**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. Notices of any nature referred to in this agreement shall be in writing by certified mail or delivery by hand, or sent by facsimile. Notices shall be effective on the date of receipt

To the City: City Manager  
Executive Office  
83 Broadway,  
Newburgh, NY 12550

To the Agency: Executive Director  
City of Newburgh IDA  
83 Broadway,  
Newburgh, NY 12550

With a copy to: Michelle Kelson  
Corporation Counsel  
83 Broadway  
Newburgh NY 12550

With a copy to: Thomas Whyatt  
Oxman Tulis Kirkpatrick Whyatt  
120 Bloomingdale Road  
Suite 100  
White Plains, NY 10605

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

SUB-GRANTEE

WITNESS BY: \_\_\_\_\_

City of Newburgh Industrial Development Agency

By \_\_\_\_\_

Title \_\_\_\_\_

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

CITY OF NEWBURGH

WITNESS BY: \_\_\_\_\_

By \_\_\_\_\_

City Manager

Date \_\_\_\_\_

APPROVED AS TO FORM BY:

APPROVED BY:

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

\_\_\_\_\_  
Comptroller

**ATTACHMENT I**  
**SCOPE OF SERVICES**

**Business Development**

1. Create a database of businesses in the City by sector (NAICS). Identify clusters, important employers and make businesses aware of available assistance programs (website and direct mail).
1. Complete a small business SWOT Analysis including outreach to and with local businesses.
2. Prepare and Distribute a directory of small business programs available from local, CDBG, IDA, State and federal entities.
3. Develop a 2013 action plan of goals and objectives for review and adoption by City Council , CDBG Advisory group and IDA Board of Directors.
4. Create and City and IDA Business website which will house data and services and promote an online one stop shop (ie. website development).
5. Develop a formal intake form to assess individual business needs that come to the City for help.

**Small Business Lending**

1. Create a simplified application and agreement for small businesses so they can access the same privileges large businesses receive.
2. Assist local businesses access to CDBG and IDA resources.

**Workforce Development Coordination**

1. Identify workforce growth obstacles and opportunities; refer findings to Workforce Development Initiative and related resources.
2. Educate Businesses on workforce training and hiring incentive programs.

RESOLUTION NO.: 119 - 2012

OF

JULY 16, 2012

**A RESOLUTION REALLOCATING A PORTION OF THE \$196,000.00 ECONOMIC DEVELOPMENT INITIATIVE GRANT FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR PLANNING AND DESIGN WORK IN THE NEWBURGH COMMUNITY LANDBANK TARGET AREA AND AUTHORIZING AN AGREEMENT WITH THE NEWBURGH COMMUNITY LANDBANK AS A SUB-RECIPIENT OF THE GRANT FUNDS**

WHEREAS, by Resolution No. 45-2010 of March 8, 2010 the City of Newburgh accepted an Economic Development Initiative Grant, Federal Action Number B-08-SP-NY-0469 ("EDI Grant") in the amount of \$196,000.00 from the United States Department of Housing and Urban Development for planning and design efforts; and

WHEREAS, by Resolution No. 230-2010 of September 7, 2010, adopted on October 18, 2010, the City of Newburgh established a budget for the EDI Grant, which included \$86,000.00 for a Broadway Corridor study; and

WHEREAS, the Newburgh Community Land Bank submitted a proposal to reallocate \$86,000.00 of the EDI Grant funds for planning activities in the Newburgh Community Land Bank target area; and

WHEREAS, the City Council finds that reallocating the EDI grant funds is in the best interest of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that this Council authorizes the reallocation of \$86,000.00 of the EDI Grant funds for planning activities in the Newburgh Community Land Bank target area; and

**BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized to execute a sub-recipient grant agreement in substantially the same form as annexed hereto with other provisions as Counsel may require with the Newburgh Community Land Bank for the administration of the reallocated grant funds consistent with the planning activities set forth in the scope of work set forth in Schedule "A" of the agreement.

**AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BY AND BETWEEN:

NAME:           Newburgh Community Land Bank

ADDRESS: \_\_\_\_\_

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

a Corporation established in accordance with the laws of the State of New York hereinafter referred to as the **VENDOR**, 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".

**ARTICLE I. SCOPE OF SERVICES**

- (1) The Vendor shall establish and implement a program within the City of Newburgh as set forth in the Vendor's funding proposal and assures the City that the Vendor will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Vendor to execute their program. When required, it may request pertinent assistance from other agencies.
  
- (2) The Vendor 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 Vendor 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 Vendor shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.
  
- (4) The Vendor agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Vendor 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 Vendor 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 Vendor are to commence upon execution of this agreement and extend for a period ending one **(18) months** 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 Vendor, 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 Vendor 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 Vendor here by 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 Vendor must be submitted to the City for review by the City's CPA. If the Vendor 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 Vendor shall be deemed executory to the extend 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) **\$86,000 DOLLARS** as full payment for all services rendered by the Vendor during the period of this agreement. The adopted budget of the Vendor is annexed hereto as Attachment "2".

(3) The City may withhold any payment whenever the Vendor 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 Vendor 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 (**\$ 7,500** **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 15<sup>th</sup> of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the City Manager 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 Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Vendor shall take affirmative action to ensure that applicants for employment and employees of the Vendor 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 Vendor shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Vendor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

(3) The Vendor 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 VENDOR**

The Vendor 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 Vendor 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 Vendor, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Vendor agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Vendor 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 Vendor 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 Vendor 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 Vendor in performing the services

set forth in the funding proposal and pursuant to this Agreement, are public documents. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Vendor 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 Vendor 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 Vendor 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 Vendor, the City may withhold from any payments due the Vendor for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Vendor.

**ARTICLE XIX. INDEMNIFICATION**

(1) The Vendor 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 Vendor 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 Vendor 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 Vendor, its agents and employees).

(4) The Vendor 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 Vendor shall provide Worker's Compensation Insurance in accordance with the statutes of the State of New York.

(B) The Vendor 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 Vendor, City have executed this Agreement the day and year herein mentioned.

VENDOR

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 SCOPE OF WORK

**Property Analysis:** Identify which sites are appropriate for deconstruction, demolition, side lot, greening, rehab, zoning analysis, individual development v. assemblages, etc.

**Plan for strategic development-** Planning to assemble larger development parcels. Forecasting for future acquisitions to create marketable sites and planning to gather resources to acquire strategic sites that cannot be acquired via traditional in rem process. Multi-year planning-- commercial, residential, institutional, etc.

**Marketing Study--**to guide development, engage appropriate firm to determine types and scale of development that may be supported.

**Design/Arch Plans for pilot project(s)--**for many grant applications, necessary to prepare at least schematic architectural plans.

**Grant Identification, Planning and Preparation:** Review all possible grant sources, analyze which grants can be used to fund various project and strategies. Coordinate strategic planning with grants calendar and requirements. Coordinate available resources to ensure goals may be met and build connections between NCLB and resource centers. Build infrastructure for sustainability.

RESOLUTION NO.: 120 - 2012

OF

JULY 16, 2012

A RESOLUTION AUTHORIZING THE SALE  
OF CITY OWNED PROPERTIES  
THROUGH THE SEALED BID PROCESS

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by tax foreclosure *in rem*; and

WHEREAS, the City of Newburgh now desires to dispose of these properties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the properties on the list attached hereto as Schedule A are to be sold through a sealed bid process; and

BE IT FURTHER RESOLVED, the City Manager be and he hereby is directed to take all action necessary to implement this resolution.

SCHEDULE "A"

SECTION	BLOCK	LOT	STREET NUMBER	STREET
30	2	29	162	Broadway
30	4	21	13	Chambers Street
30	4	20.1	15	Chambers Street
10	2	26	288	Grand Street
10	2	27	296	Grand Street

RESOLUTION NO.: 121 - 2012

OF

JULY 16, 2012

A RESOLUTION AUTHORIZING A PUBLIC AUCTION  
OF CITY OWNED PROPERTIES

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by tax foreclosure *in rem* and through other sources of title; and

WHEREAS, the City of Newburgh now desires to dispose of these properties; and

WHEREAS, upon the recommendation of City staff, this Council has determined that auctioning the parcels on the attached Schedule "A" is in the best interests of the City of Newburgh; and

WHEREAS, the properties on the attached Schedule A are to be sold to the highest bidder and are subject to the final approval of each sale by this Council; and

WHEREAS, the City of Newburgh has determined that it is in the best interests of the City to retain a professional auction company to conduct the public auction of City owned properties; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the properties on the list attached hereto as Schedule A are to be sold at public auction to the highest bidder subject with the final approval of each sale by this Council; and

BE IT FURTHER 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, in a form subject to approval of Corporation Counsel with such other terms and conditions as the City Manager and Corporation Counsel may require, with Haroff Auction and Realty, Inc./Absolute Auctions & Realty, Inc. for services in connection with a public auction; and

BE IT FURTHER RESOLVED, the City Manager be and he hereby is directed to take all steps and execute any and all instruments and documents necessary to implement this resolution.

**SCHEDULE "A"**

<b>SECTION</b>	<b>BLOCK</b>	<b>LOT</b>	<b>STREET NUMBER</b>	<b>STREET</b>
34	3	9	359	Ann Street
23	7	4	61	Campbell Street
45	8	10	87	Carson Avenue
22	2	26	34	Carter Street
22	1	37	96	Carter Street
29	5	27	22	City Terrace
22	6	34	304	First Street
21	2	15	360	First Street
13	5	22	54	Fowler Avenue
12	1	16	330	Liberty Street
10	1	31	374	Liberty Street
25	5	21	13	Locust Street
25	1	52	88	Maple Street
7	7	18	255	Powell Avenue
45	2	2	163	S. William Street
19	1	5	81	South Street
11	3	21	162	South Street
14	3	9.1	545	South Street
38	2	51	144	W. Parmenter Street
38	1	15	190	W. Parmenter Street
35	3	14	16	William Street
38	2	36	50	William Street
39	2	23	79	William Street
39	2	21	85	William Street
39	2	20	87	William Street
44	3	17	122	William Street
13	5	10	135	Wisner Avenue

RESOLUTION NO.: 122 - 2012

OF

JULY 16, 2012

**A RESOLUTION AUTHORIZING A PUBLIC AUCTION  
OF CITY OWNED PROPERTIES**

**WHEREAS**, the City of Newburgh has acquired title to several parcels of real property by means other than *in rem* tax foreclosure proceedings; and

**WHEREAS**, the City of Newburgh now desires to dispose of these properties; and

**WHEREAS**, upon the recommendation of City staff, this Council has determined that auctioning the parcels on the attached Schedule "A" is in the best interests of the City of Newburgh; and

**WHEREAS**, the properties on the attached Schedule A are to be sold to the highest bidder and are subject to the final approval of each sale by this Council; and

**WHEREAS**, the City of Newburgh has determined that it is in the best interests of the City to retain a professional auction company to conduct the public auction of City owned properties; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the properties on the list attached hereto as Schedule A are to be sold at public auction to the highest bidder subject with the final approval of each sale by this Council; and

**BE IT FURTHER 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, in a form subject to approval of Corporation Counsel with such other terms and conditions as the City Manager and Corporation Counsel may require, with Haroff Auction and Realty, Inc./Absolute Auctions & Realty, Inc. for services in connection with a public auction; and

**BE IT FURTHER RESOLVED**, the City Manager be and he hereby is directed to take all steps and execute any and all instruments and documents necessary to implement this resolution.

SCHEDULE "A"

SECTION    BLOCK    LOT    STREET NUMBER    STREET

29	4	16	33	City Terrace
22	1	17	251	Third Street

RESOLUTION NO.: 123 -2012

OF

JULY 16, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH ERIN COUSINS TO COMPLETE THE  
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING STANDARDS AS REQUIRED BY  
THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**WHEREAS**, the City of Newburgh is a municipal corporation duly created and chartered under the laws of the State of New York; and

**WHEREAS**, the Analysis of Impediments to Fair Housing (AI) is an assessment required by the United States Department of Housing and Urban Development to provide local government, grantees, housing developers and non-profits with the tools to affirmatively further fair housing; and

**WHEREAS**, the Department of Housing and Urban Development is committed to eliminating racial and ethical segregation, illegal physical and other barriers to persons with disabilities and other discriminatory practices in housing; and

**WHEREAS**, Erin Cousins has completed the first two phases of the analysis, community outreach and statistical analysis, as an intern, and will complete the policy analysis and authoring the documentation by January 1, 2013; and

**WHEREAS**, City of Newburgh completed the AI in 2006 and is required to make updates to that document; and

**WHEREAS**, this Council has reviewed such agreement annexed hereto and made a part hereof, and has determined that entering into such agreement is in the best interests of the City of Newburgh; and

**WHEREAS**, the 2012 Community Development Block Grant program will fund the agreement from expense code 8686.0448.8100.2012 in the amount not to exceed \$7,000;

**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 an agreement with Erin Cousins to complete the 2012 Analysis of Fair Housing.

## AGREEMENT

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BY AND BETWEEN:

Erin Cousins  
Cornwall NY

hereinafter referred to as the 'VENDOR", 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".

### **ARTICLE I. SCOPE OF SERVICES**

- (1) The Vendor shall establish and implement a program within the City of Newburgh as set forth in the Vendor's funding proposal and assures the City that the Vendor will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Vendor to execute their program. When required, it may request pertinent assistance from other agencies.
  
- (2) The Vendor agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Vendor 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.
  
- (3) The Vendor 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 Vendor 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 Vendor, the THE CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.
- (2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

### **ARTICLE IV. PROGRAM DOCUMENTATION**

- (1) The Vendor 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 Vendor 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 Vendor must be submitted to the City for review by the City's CPA. If the Vendor 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 Vendor 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) \$7,000 DOLLARS as full payment for all services rendered by the Vendor during the period of this agreement. The adopted budget of the Vendor is annexed hereto as Attachment "2".
- (3) The City may withhold any payment whenever the Vendor 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**

(a) \$1,000.00 on the date of the execution of the contract to commence work, \$2,500.00 on the submission of the first draft no more than 12 weeks following the commencement of the contract, and \$3,500.00 upon submission of the final draft no more than 18 weeks from the commencement of the contract.

(b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from 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 Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Vendor shall take affirmative action to ensure that applicants for employment and employees of the Vendor 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 Vendor shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Vendor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

(3) The Vendor 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 VENDOR**

The Vendor 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 Vendor 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 Vendor, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The

Vendor agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Vendor 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 Vendor 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 Vendor 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 Vendor in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor or in the time required for their performance, an equitable adjustment shall be made in the provisions of this

Agreement for payments to the Vendor 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 Vendor 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 Vendor 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 Vendor, the City may withhold from any payments due the Vendor for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Vendor.

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

(1) The Vendor 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 Vendor 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 Vendor 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 Vendor, its agents and employees).

#### **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 Vendor, City have executed this Agreement the day and year herein mentioned.

VENDOR

WITNESS:

\_\_\_\_\_

By \_\_\_\_\_

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

Title \_\_\_\_\_

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

CITY OF NEWBURGH

WITNESS

By \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM BY:

APPROVED BY:

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

\_\_\_\_\_  
Comptroller

**APPENDIX I. Scope of Work : *Analysis of Impediments to Fair Housing Choice***

Objective	Tasks	Outcome
-Review data collected -Wrap up outreach campaign	-Meet with CVH staff to discuss surveys and public meetings. -Identify holes in data	-Status report on outreach campaign, action plan for public meeting to discuss the findings of the Analysis
I. Introduction and Executive Summary of Analysis		A. Who conducted B. Participants C. Methodology Used D. How Funded
II. Jurisdictional Background Data	-Update statistics with most current Census data	A. Demographic Data (snapshot) B. Income Data
II. Jurisdictional Background Data	-Analyze demographic trends and patterns	C. Employment Data D. Housing Profile E. Maps F. Other Relevant Data
III. Evaluation of Jurisdiction's Current Fair Housing Status	- Determine if there have been any housing discrimination suits filed since the last Analysis of Impediments Report. -Evaluate the housing discrimination complaint process for impediments.	A. Fair housing complaints or compliance Reviews Discrimination findings B. Fair housing discrimination suit filed by the department of Justice or private plaintiffs C. Reasons for any trends D. Discussion of other fair housing concerns or problems (regional patterns)
IV. Identification of Impediments to Fair Housing Choice	-Speak with housing practitioners, City staff, and residents about the success of Neighborhood revitalization programs, and other public sector housing services.	A. Public sector: Zoning and Site selection, Neighborhood Revitalization, Municipal and Other Services, PHA and Other Assistance/Insured Housing Provider Tenant Selection Procedures; Housing Choices for Certificates and Voucher Holders
IV. Identification of Impediments to Fair Housing Choice	-Analyze local lending institutions lending practices and policies looking for predatory lending or discrimination	B. Private Sector: Lending policies and practices
IV. Identification of Impediments to Fair Housing Choice	-Review of municipal enforcement of building code violations and programs to address problems such as vacancy and abandonment.	C. Private and public sector: Fair Housing Enforcement, Informational programs
V. Assessment of Current Public and Private housing programs and activities in the Jurisdiction	-How do current programs respond to housing issues highlighted through the outreach campaign?	
Conclusions	-Determine what impediments to fair housing in the City of Newburgh (if any) can be addressed by the City.	
Recommendations	-Develop a list of steps to address any Impediments identified.	Conclusions and recommendations will be discussed in a public meeting organized to share findings of the report.
Appendices		Maps, Sources, Details regarding outreach campaign, TBD

RESOLUTION NO.: 124 - 2012

OF

JULY 16, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
ENTER INTO A MASTER SERVICES AGREEMENT BETWEEN THE CITY OF  
NEWBURGH AND C.T. MALE ASSOCIATES, PC FOR DAM RELATED ENGINEERING  
SERVICES

WHEREAS, the City of Newburgh through a competitive process in which proposals for professional services were solicited, reviewed and evaluated to provide dam related Engineering Services for ongoing dam inspection analysis and repairs; and

WHEREAS, the City has received a proposal from CT Male Associates, P.C. which has been identified as the most qualified firm to provide said services;

WHEREAS, such professional services are funded under General Fund or applicable Enterprise Fund on a project specific basis and the length of the contract shall be for one (1) year with an option to extend the term of service for up to two (2) additional years for a maximum of three (3) years; and

WHEREAS, the scope of work and budget for individual work elements will be subject to further approved by the City Council;

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 a master services agreement with C.T. Male Associates, P.C. for dam related Engineering Services.

ORDINANCE NO.: 5 - 2012

OF

JULY 16, 2012

AN ORDINANCE AMENDING CHAPTER 223  
OF THE CODE OF ORDINANCES  
ENTITLED "PEDDLERS, VENDORS AND SOLICITORS"

BE IT ORDAINED, by the Council of the City of Newburgh, New York that:

Section 1. Chapter 223 of the City Code of Ordinances entitled "Vendors, Peddlers and Solicitors" be and is hereby amended as follows:

§ 223-11. Use of public space, streets and certain property.

- A. No vendor or peddler shall have any exclusive right to any location in the public streets, nor shall one be permitted a specified stationary location, nor shall he be permitted to operate in any congested area where his operations reasonably would or might impede or inconvenience the public or cause congestion or public disorder or block or impede the free flow of pedestrian or vehicular traffic. For the purpose of this chapter, the judgment of a police officer or other City officer or official charged with the duty or possessing the authority to enforce the City Code and any applicable laws, rules or regulations, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public is impeded or inconvenienced or the use made by the vendor or peddler is contrary to the provisions hereof. Such officer or official shall have the authority to compel any vendor(s) or peddler(s) to move to a different location in order to relieve congestion or otherwise resolve any disputes and restore calm and order at any public location.
- B. No vendor or peddler shall engage in any vending business on any sidewalk unless such sidewalk has at least an eight-foot-wide clear pedestrian path to be measured from the boundary of any private property to any obstructions in or on the sidewalk or, if there are no obstructions, to the curb. In no event shall any pushcart or stand be placed on any part of a sidewalk other than that which abuts the curb.
- C. No vendor or peddler shall occupy more than 10 linear feet of public space parallel to the curb in the operation of a vending business and, in addition, no vendor or peddler operating any

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

vending business on any sidewalk shall occupy more than four linear feet to be measured from the curb toward the property line.

- D. No vending vehicle, pushcart, stand, goods or any other item related to the operation of a vending business shall touch, lean against or be affixed permanently or temporarily to any building or structure, including but not limited to lampposts, parking meters, mailboxes, traffic signal stanchions, fire hydrants, tree boxes, benches, bus shelters, refuse baskets or traffic barriers.
- E. A vendor or peddler shall not place a vehicle, pushcart or stand, or conduct a general vending business, at a location in the roadway where stopping, standing or parking is prohibited or during a time period when stopping, standing or parking is restricted.
- F. A vendor or peddler shall not place a vehicle, pushcart or stand, or conduct a general vending business, in the roadway in a metered parking space unless such vendor has complied with the coin requirements of such meter. A vendor or peddler shall not remain in a metered parking space for a period of time in excess of the maximum time permitted at such space. A vendor or peddler shall not allow any vehicle, stand, platform or other device used to display or carry wares, food, merchandise or other products for sale to extend beyond the delineated limits of such parking space.
- G. A vendor or peddler shall not place a vehicle, pushcart or stand or conduct a general vending business in the roadway within 15 feet of a fire hydrant or within a safety zone.
- H. No vending pushcart, stand or goods shall be located against display windows of fixed location businesses, nor shall they be within 20 feet from an entranceway to any building, store, theater, movie house, sports arena or other place of public assembly.
- I. No vendor or peddler shall vend within any bus stop or taxi stand, or on the sidewalk immediately adjacent thereto, or within 10 feet of a crosswalk at any intersection or within 10 feet of any driveway.
- J. Each vendor or peddler vending from a pushcart or stand in a street or roadway shall obey all traffic and parking laws, rules and regulations as now exist or as may be promulgated, but in no case shall a vendor or peddler vend so as to restrict the continued maintenance of a clear passageway for vehicles.
- K. Unless otherwise allowed by law, rule, regulation or permit, no vendor shall operate within 20 feet of any other vendor whose location can be determined to have been previously and continuously established.

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L. Where exigent circumstances exist and a police officer, or other officer or employee of any City agency authorized to enforce this chapter, gives notice to a vendor or peddler to temporarily move from any location such vendor or peddler shall not vend from such location.

(1) For the purposes of this subsection, "exigent circumstances" shall include, but not be limited to, unusually heavy pedestrian or vehicular traffic, existence of any obstructions in the public space, an accident, fire or other emergency situation, a parade, demonstration or other such event or occurrence at or near such location.

(2) When a vendor or peddler has received notice to temporarily move from any location where exigent circumstances exist, such vendor or peddler shall immediately stop all vending business and, within one minute, begin to and as quickly as possible move his goods, vehicle, pushcart or stand from the entire area in which the exigent circumstances exist as determined and stated by a police officer or other authorized person giving such notice to move. A vendor or peddler shall not return to the area of the exigent circumstances while such condition continues to exist. In the absence of a statement to the contrary by an authorized person, it shall be presumed that the exigent circumstances will continue to exist in such area for a period of two hours from the time notice to move was given to the vendor or peddler.

M. No vendor or peddler licensed under this chapter shall leave any items, wares, goods, merchandise, vehicles, pushcart(s), stand(s), platform(s), boxes, bales, containers, trash or other equipment or material on any City or other public property or on private property without the permission of the owner thereof overnight, but must remove same to a private secured location at close of business.

N. No vendor or peddler shall trespass upon private property where the owner or proprietor thereof shall have prohibited such activity thereon.

~~O. No vendor or peddler shall vend, sell or give away any product or merchandise within a radius of 1,000 feet of any business, store or permanent building or facility where the same category or type of product or merchandise is offered for sale.~~

Section 2. This Ordinance shall take effect immediately.

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