



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
October 14, 2014
7:00 p.m.

Mayor: /Alcaldesa

1. Prayer/ *Oración*
2. Pledge of Allegiance/ *Juramento a la Alianza*

City Clerk: / Secretaria de la ciudad:

3. Roll Call/ *Lista de asistencia*

Communications: / Comunicaciones:

4. Approval of the minutes of the meeting of September 22, 2014
Aprobación del acta de la reunión del 22 Septiembre de 2014

Public Hearing

5. Public Hearing on Local Law adding Chapter 276 of the Code of Ordinances of the City of Newburgh Entitled "Tobacco" and enacting Article 1 Entitled "Tobacco Retail License".

Audiencia Pública de Número de Ley Local añadiendo Capítulo 276 del Código de Ordenanzas de La Ciudad de Newburgh Titulado "Tabaco" y promulgado Artículo 1 Titulado "Licencia de Venta al por mayor de Tabaco"

Presentation

6. City Manager's proposed Budget for 2015
Proposición del Presupuesto del 2015 por el Gerente de la Ciudad.

Comments from the public regarding the agenda:

Comentarios del público con respecto a la agenda:

Comments from the Council regarding the agenda:

Comentarios del Consejo con respecto a la agenda

City Manager's Report: / Informe del administrador de la ciudad:

7. Resolution No. 247-2014

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

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

8. Resolution No. 248-2014

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

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

9. Resolution No. 249-2014

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

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

10. Resolution No. 250-2014

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

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

11. Resolution No. 251-2014

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

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

12. Resolution No. 252-2014

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

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

13. Resolution No. 253-2014

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

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

14. Resolution No. 254-2014

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

Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgada una beca de la Oficina de Desarrollo de la Comunidad del Condado de Naranja bajo la Beca del Programa de Recuperación del Desastre del bloque por la Oficina de Desarrollo de la Comunidad del Condado de Naranja bajo (CDBG-DR) en la cantidad de \$500,000.00 sin requerir ninguna igualdad por parte de la Ciudad para proveer fondos para el Regulator de la Inundación del Desagüe Combinado NO.2 Mejorando el Proyecto.

15. Resolution No. 255-2014

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

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

16. Resolution No. 256-2014

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

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

17. Resolution No. 257-2014

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

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

18. Resolution No. 258-2014

A resolution amending the 2014 personnel analysis book to add one temporary part-time records management position.

Una resolución corrigiendo el libro de análisis de empleados del 2014 para añadir una posición temporera de gerencia de registros por tiempo parcial.

19. Resolution No. 259-2014
A resolution of continuing support of the 5 Scobie Drive Industrial Park Project.
Una resolución para continuar el apoyo del Proyecto del Parque Industrial en el 5 de Scobie Drive.

20. Resolution No. 260-2014
A resolution authorizing the City Manager to execute a payment of claim with New York Central Mutual Fire Insurance Company a/s/o Michael J. and Anna T. Benson and Jessica Benson in the amount of \$2,586.95.
Una resolución autorizando al Gerente de la Ciudad a ejecutar pago de reclamo con New York Central Mutual Fire Insurance Company a/s/o/ Michael J. and Anna T. Benson and Jessica Benson por la cantidad de \$2,586.95.

21. Resolution No. 261-2014
A resolution authorizing the City of Manager to enter into a license agreement with the Youth Empowerment Center for the first floor of 104 South Lander St.
Una resolución autorizando al Gerente de la Ciudad a entrar en arreglo de licencia con el Centro de Fortalecimiento de la Juventud en cuanto al primer piso de 104 y la calle South Lander.

22. Resolution No. 262-2014
A resolution reappointing Patricia Sofokles to the Board of Assessment Review.
Una resolución re-nombrando a Patricia Sofokles a la Junta de Repaso de Tasación

23. Resolution No. 263-2014
A resolution appointing Karen Eberle-McCarthy to the Conservation Advisory Council.
Una resolución nombrando a Karen Eberle- McCarthy para el Consejo Consultivo de Conservación.

24. Resolution No. 264-2014
A resolution of the City Council of the City of Newburgh, New York calling on Orange County to keep the Department of Motor Vehicle office in the City of Newburgh.

Una resolución del Concejal de la Ciudad de Newburgh, estado de Nueva York invocando al Condado de Naranja que mantengan la oficina del Departamento de Vehículos de Motor en la Ciudad de Newburgh.

25. Resolution No. 265-2014

A resolution authorizing the City Manager to enter into a license agreement with Dynamic Approach Marching Band for use of the parking lot located in the Delano-Hitch recreation park.

Una resolución autorizando al Gerente de la Ciudad que entre en contrato con Dynamic Approach Marching Band, para el uso del estacionamiento localizado en el Parque de Delano Hitch.

Old Business: / Asuntos Pendientes:

New Business: / Nuevos Negocios:

Public Comments Regarding General Matters of City Business: / Comentarios del público sobre asuntos generales de la Ciudad:

Further Comments from the Council: / Nuevas observaciones del Consejo:

Adjournment: / Aplazamiento:

LOCAL LAW NO.: _____ - 2014

OF

**A LOCAL LAW ADDING CHAPTER 276 OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH ENTITLED "TOBACCO" AND ENACTING ARTICLE I
ENTITLED "TOBACCO RETAIL LICENSE"**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 276 "Tobacco" be and is hereby added as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Adding Chapter 276 entitled 'Tobacco' and Enacting Article I entitled 'Tobacco Retail License' to the Code of Ordinances of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

WHEREAS, tobacco use is the foremost preventable cause of premature death in the United States, and according to the 2014 Surgeon General Report, causes over 480,000 deaths in the United States each year; and

WHEREAS, tobacco companies sell products that are addictive and inherently dangerous, causing cancer, heart disease, and other serious illnesses; and

WHEREAS, the City of Newburgh has a substantial interest in reducing the number of individuals of all ages who use cigarettes and other tobacco products, and a particular interest in protecting adolescents from tobacco dependence and the illnesses and premature death associated with tobacco use; and

WHEREAS, an overwhelming majority of Americans who use tobacco products begin using such products while they are adolescents and become addicted to those products before reaching the age of 18 and the 2014 Surgeon General Report states that more than 3,200 young people under the age of 19 smoke their first cigarette each day in the United States; and

WHEREAS, the prevention of adolescent tobacco product use is detailed in Article 13-F of the New York State Public Health Law, known as the Adolescent Tobacco Use Prevention Act (ATUPA) which expressly prohibits the sale of tobacco products to minors; and

WHEREAS, although it is unlawful to sell tobacco products to minors, New York State Department of Health, The New York Youth Tobacco Survey 2008 finds that 8.4% middle school and 28% of high school students in the Hudson Valley Area who use cigarettes report that they usually purchase their cigarettes from a retail store; and

WHEREAS, research has found that higher tobacco retail outlet density is significantly associated with higher rates of youth smoking initiation and experimentation; and

WHEREAS, The New York State Tobacco Control Evaluation Program Tobacco Retail Outlet Density by Proximity to Schools and in Low Income Areas Orange County, New York Findings, a report by the Department of Health Behavior, Division of Cancer Prevention and Population Sciences, at Roswell Park Cancer Institute found that in 2012 of the 319 validated tobacco retail outlets located in Orange County, 110 or 34.5% are located in the Newburgh area and in Orange County, 16.3% (n=52 of 319) are located within a distance of 1,000 feet of a school; and

WHEREAS, research shows that a high concentration of tobacco outlets near schools provides our most vulnerable populations with ready access to tobacco and increases their exposure to tobacco retail marketing, which may increase their uptake of tobacco usage and creates an environment that promotes the social acceptability of tobacco use; and

WHEREAS, City of Newburgh has a substantial and important interest in reducing the illegal sale of tobacco products to minors; and

WHEREAS, studies have found a higher prevalence of current smoking at schools with more tobacco outlets within walking distance, and researchers suggest that limiting the proximity of tobacco outlets to schools may be an effective strategy to reduce youth smoking rates; and

WHEREAS, licensing laws in other communities have been effective in reducing the number of illegal tobacco sales to minors; and

WHEREAS, restricting the number and the location of tobacco retailers and the associated marketing of tobacco products within those retail stores in the City is necessary to protect the public health, safety, and welfare of our youth; and

WHEREAS, a local licensing system for tobacco retailers is necessary and appropriate to protect the public health, safety, and welfare of our residents, particularly children, and will help ensure that retailers comply with the ATUPA, other tobacco control laws, and the business standards of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED THAT, it is the intent of the City of Newburgh to implement effective measures through this Chapter to reduce the number of its tobacco retail outlets, regulate the location of its tobacco retail outlets, stop the sale of tobacco products to its youth, prevent the sale or distribution of contraband tobacco products in Newburgh, and facilitate the enforcement of tax laws and other applicable laws relating to tobacco products.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Chapter 276 entitled "Tobacco", Article I entitled "Tobacco License" to read as follows:

ARTICLE I.

§ 276-1 Definitions.

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

ADMINISTRATIVE HEARING means a hearing by the City Manager or his designee.

ADULT-ONLY ESTABLISHMENT means a facility where the operator ensures or has a reasonable basis to believe (such as checking identification of any person appearing to be under the age of 26) that no person under the Legal Age is permitted entrance.

AGE-VERIFIED CUSTOMER means any individual who has presented a driver's license or other photographic identification card issued by a government entity or educational institution indicating that the individual is of Legal Age. Such identification need not be required of any individual who reasonably appears to be at least twenty-five years of age, provided however that such appearance shall constitute a defense in any proceeding alleging a violation of this Chapter. It shall be an affirmative defense to a violation of this Chapter that the Tobacco Retailer successfully performed a Transaction Scan of an individual's identification as defined by New York Public Health Law Section 1399-cc and that a Tobacco Product or Tobacco-Related Product was provided to such individual in reasonable reliance upon such identification and transaction scan.

APPLICANT means an individual, partnership, limited liability company, corporation, or other business entity seeking a Tobacco Retail License.

CITY CLERK means the City Clerk or Deputy City Clerk.

LEGAL AGE means the minimum age at which individuals are permitted to legally purchase tobacco products or tobacco-related products.

NEW TOBACCO RETAIL LICENSE means any Tobacco Retail License that is not a Renewed Tobacco Retail License.

PERSON means any natural person, company, corporation, firm, partnership, business, organization, or other legal entity.

POLICE DEPARTMENT means the City of Newburgh Police Department.

RENEWED TOBACCO RETAIL LICENSE means a Tobacco Retail License issued to an Applicant for the same location at which the Applicant possessed a valid Tobacco Retail License during the previous year.

SCHOOL means a public or private pre-kindergarten, kindergarten, elementary, middle, junior high or high school or alternative school.

TOBACCO PRODUCT or TOBACCO-RELATED PRODUCT means any manufactured product containing tobacco or nicotine, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, shisha, powdered and/or dissolvable tobacco products, liquid nicotine and electronic cigarette cartridges, whether packaged or not; any packaging that indicates it might contain any substance containing tobacco or nicotine; or any object utilized for the purpose of smoking or inhaling tobacco or nicotine products. However, "Tobacco Product" or "Tobacco-Related Product" does not include any product that has been approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a tobacco use cessation product or for other medical purposes and is being marketed and sold solely for that approved purpose.

TOBACCO RETAILER means any Person who sells or offers for sale any Tobacco Product or Tobacco-Related Product or any employee of such a Person.

TOBACCO RETAIL LICENSE means a license issued by the Department to a Person to engage in the retail sale of Tobacco Products or Tobacco-Related Products in the City of Newburgh.

§ 276-2 Tobacco Retail License

A. Starting February 1, 2015, no Person shall sell, offer for sale, or permit the sale of Tobacco Products or Tobacco-Related Products to consumers in the City of Newburgh, without a valid Tobacco Retail License issued by the City Clerk. A Tobacco Retail License is not required for a wholesale dealer who sells Tobacco Products or Tobacco-Related Products to retail dealers for the purpose of resale only and does not sell any Tobacco Products or Tobacco-Related Products directly to consumers.

B. All Tobacco Retail Licenses issued pursuant to this section are nontransferable and non-assignable and are valid only for the Applicant and the specific address indicated on the Tobacco Retail License. A separate Tobacco Retail License is required for each address at which Tobacco and Tobacco-Related Products are sold or offered for sale. Any change in business ownership or business address requires a new Tobacco Retail License.

C. All Tobacco Retail Licenses issued pursuant to this section are valid for no more than one year and expire on February 1 following the effective date of the Tobacco Retail License. As set forth in Section 276-8, a Tobacco Retail License may be revoked by the Police Department prior to its expiration date for cause.

D. Applications for a New Tobacco Retail License shall be made on a form specified by the City Clerk, at least 30 days prior to February 1, 2015. The City Clerk may require such forms to be signed and verified by the Applicant or an authorized agent thereof.

E. Applications for a Renewed Tobacco Retail License shall be made on a form specified by the City Clerk at least 30 days prior to the expiration of the current license. The City Clerk may require such forms to be signed and verified by the Applicant or an authorized agent thereof.

F. Applications for a new or renewed Tobacco Retail License shall be accompanied by the fee set forth in Section 276-7.

G. The issuance of any Tobacco Retail License pursuant to this Chapter is done in the discretion of the City of Newburgh and shall not confer upon licensee any property rights in the continued possession of such a license.

§ 276-3 Issuance of Licenses

A. Upon the receipt of a completed application for a New or Renewed Tobacco Retail License and the fee required by Section 276-7, the Police Department shall inspect the location at which tobacco sales are to be permitted. The Police Department also may ask the Applicant to provide additional information that is reasonably related to the determination of whether a license may issue.

B. No Tobacco Retail License shall be issued by the City Clerk to an Applicant if one or more of the following bases for denial exists:

- (1) The information presented in the application is incomplete, inaccurate, false, or misleading;
- (2) The fee for the application has not been paid as required;
- (3) The Applicant does not possess a valid certificate of registration as a tobacco retail dealer from the New York State Department of Taxation and Finance at the location for which an application is requested;
- (4) The Applicant seeks a New Tobacco Retail License at a location for which this Chapter prohibits the issuance of a New Tobacco Retail License;
- (5) The Applicant has previously had a Tobacco Retail License issued under this Chapter revoked;
- (6) A Tobacco Retail License issued under this Chapter for the same address or location previously has been revoked;

- (7) The Applicant has been found by a court of law or administrative body to have violated any federal, state or local laws pertaining to (a) trafficking in contraband Tobacco Products or illegal drugs; (b) the payment or collection of taxes on Tobacco Products; (c) the display of Tobacco Products or of health warnings pertaining to Tobacco Products; or (d) the sale of Tobacco Products;
- (8) The Applicant is not in compliance with all applicable New York State Uniform Building Code, Fire Prevention Code, Property Maintenance Code, Electrical Code and Plumbing Code and the Code of Ordinances of the City of Newburgh; and
- (9) The Applicant has not paid to the City of Newburgh outstanding fees, fines, penalties, or other charges owed to the City of Newburgh.

§ 276-4 Limitation on Number of Licenses Issued

A. In the first year subsequent to the effective date of this Chapter, a Tobacco Retail License shall only be issued to an Applicant for the same location at which the Applicant possessed a valid certificate of registration as a tobacco retail dealer from the New York State Department of Taxation and Finance 180 days prior to the effective date of this Chapter.

B. Except for the first year subsequent to the effective date of this Chapter, the total number of New and Renewed Tobacco Retail Licenses issued by the City Clerk in a given year shall not exceed the number of Tobacco Retail Licenses that were issued in the previous year.

C. Starting on February 1, 2016, the City Clerk shall issue only one New Tobacco Retail License for every two Tobacco Retail Licenses that were revoked during the previous year or for which no renewal application was submitted.

D. Whenever the number of valid applications for a New Tobacco Retail License exceeds the number of New Tobacco Retail Licenses that may be issued under this Section, licenses shall be granted using the following priorities:

- (1) New Tobacco Retail Licenses shall be granted, first, to any Applicant who will sell Tobacco Products or Tobacco-Related Products at an Adult-Only Facility.
- (2) New Tobacco Retail Licenses shall be granted, second, to any Applicant that was not granted a license in the first year after the effective date of this Chapter because of an ineligible location for an establishment at different eligible location. If there are more valid applications from such Applicants for New Tobacco Retail Licenses than the number of available New Tobacco Retail Licenses, the New Tobacco Retail Licenses shall be granted to those Applicants by lottery.
- (3) Any remaining available New Tobacco Retail Licenses shall be granted to eligible Applicants by lottery.

§ 276-5 Certain Locations

A. No Tobacco Retail License shall be issued to any seller of tobacco products or tobacco-related products that is not in a fixed, permanent location.

B. No Tobacco Retail License shall be issued to any establishment within 1,000 feet of the nearest point of the property line of a School.

§ 276-6 Required License Display

A. Any Tobacco Retail License issued pursuant to this Local Law shall be displayed prominently at the location where the Tobacco Products or Tobacco-Related Products are sold so that it is readily visible to customers.

B. Selling, offering for sale, or permitting the sale of any Tobacco Product or Tobacco-Related Product without a valid Tobacco Retail License displayed in accordance with Section 276-6(A) constitutes a violation of this Local Law.

§ 276-7 Required Fee

A. Each application for a New or Renewed Tobacco Retail License shall be accompanied by a fee as set forth in Chapter 163 "Fees" of the Code of Ordinances of the City of Newburgh.

B. Starting two years after the effective date of this Chapter, the City Council may, on an annual basis, modify the fee required pursuant to Section 276-7(A). The fee shall be calculated so as to recover the cost of administration and enforcement of this Chapter, including, for example, issuing a license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this Chapter. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

§ 276-8 Revocation or Suspension of Licenses

Any Person who is found to be in violation of the terms and conditions of this Local Law or for violation of any federal, state, or local law or regulation pertaining to (a) the display of Tobacco Products or Tobacco-Related Products or of health warnings pertaining to Tobacco Products or Tobacco-Related Products, or (b) the sale of Tobacco Products or Tobacco-Related Products shall have their City of Newburgh License suspended for up to 3 months for a first offense, 6 months for a second offense, or revoked for a third offense, after notice and an opportunity to be heard at an administrative hearing before the City Manager or his designee.

§ 276-9 Violations and Enforcement

A. The Police Department shall enforce the provisions of this Chapter. The Police Department may conduct periodic inspections in order to ensure compliance with this Chapter.

B. In addition to the penalties provided for in Section 276-8, any Person found to be in violation of this Chapter shall be guilty, upon conviction, of an offense punishable by a fine of not less than \$500.00 for the first violation; not more than \$1,000 for a second violation; and not more than \$2,000.00 for the third and each subsequent violation within a two-year period or by imprisonment for a period not exceeding 1 year, or by both such fine and imprisonment. Each day on which a violation occurs shall be considered a separate and distinct violation.

§ 276-10 Severability

The provisions of this Local Law are declared to be severable, and if any section or subsection of this Chapter is held to be invalid, such invalidity shall not affect the other provisions of this Chapter that can be given effect without the invalidated provision.

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 on February 1, 2015 and upon the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: 247 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A GRANT FROM THE ORANGE COUNTY YOUTH BUREAU IN THE
AMOUNT OF \$7,400.00 REQUIRING NO CITY MATCH
FOR THE RECREATION DEPARTMENT TO FUND
A YEAR ROUND SOCCER PROGRAM IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

WHEREAS, such grant shall provide for a program to conduct soccer leagues during the winter, spring, summer and fall seasons; and

WHEREAS, funds will be utilized for the costs of referees, uniforms, trophies and, if necessary, gym rental; and

WHEREAS, no City matching funds is required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

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 Orange County Youth Bureau in the amount of \$7,400.00 requiring no City match for the Recreation Department to fund a year round soccer program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 248 - 2014

OF

OCTOBER 14, 2014

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

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

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

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

NOW THEREFORE, BE IT RESOLVED:

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

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

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

RESOLUTION NO.: 249 - 2014

OF

OCTOBER 14, 2014

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

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

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

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

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

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

SALES QUOTE



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

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

Revised
 CONFIDENTIAL

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

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

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

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

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

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

Continued on page 2

SALES QUOTE

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

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



Revised
 CONFIDENTIAL

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

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

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

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

SALES QUOTE

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

Sales Quote No.: 30634
Sales Quote Date: July 9, 2014
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Revised
 CONFIDENTIAL

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

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

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

| | |
|---------------|------------------|
| Total: | 77,755.00 |
| Discount: | -36,442.50 |
| Subtotal: | 41,312.50 |
| Total Tax: | 0.00 |
| Total: | 41,312.50 |

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

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

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

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

| | | | | | |
|--------------------------|-----|---------|------------|----------------------|-------|
| Quote Acceptance: | PO# | PO Date | Print Name | Authorized Signatory | Title |
| | | | | | |

Thank you for your business!

Fax Back to: 604.687.4329

RESOLUTION NO.: 250 - 2014

OF

OCTOBER 14, 2014

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

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

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

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

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



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

MUNICIPAL SYNSURANCE AGREEMENT

No: 3279

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

CONTRACT DURATION/VEHICLES

Term of Agreement: 36 Mo. 48 Mo. 60 Mo. ____ Mo.

Number of Vehicles:

Effective Date

Tax Exempt: No Yes (Attach Certificate)

THIS AGREEMENT COVERS THE FOLLOWING:

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

Carrier: Synovia Verizon Sprint AT&T

Installation: Synovia Customer Customer to be Trained By Synovia

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

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

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

AUTHORIZATION

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

RENTAL AGREEMENT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer Initials _____

RENTAL AGREEMENT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer Initials _____

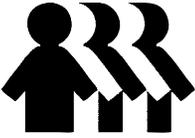
RESOLUTION NO.: 251 - 2014

OF

OCTOBER 14, 2014

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

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



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

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A

(Rev. 3/14)

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

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

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

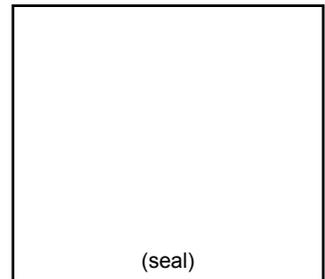
SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

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

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

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

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



Instructions for completing the Standard Work Day and Reporting Resolution

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

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

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

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

RESOLUTION NO.: 252 - 2014

OF

OCTOBER 14, 2014

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

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

RESOLUTION NO.: 253 - 2014

OF

OCTOBER 14, 2014

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

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

RESOLUTION NO.: 254 - 2014

OF

OCTOBER 14, 2014

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

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

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

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

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

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

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

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

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

WHEREAS, such grant funding requires no City match; and

WHEREAS, this Council has determined that applying for such grant funding, and accepting if awarded, is in the best interests of the City of Newburgh and its further development;

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

RESOLUTION NO.: 255 - 2014

OF

OCTOBER 14, 2014

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

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

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

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

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

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

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

WHEREAS, such grant funding requires no City match; and

WHEREAS, this Council has determined that applying for such grant funding, and accepting if awarded, is in the best interests of the City of Newburgh and its further development;

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

RESOLUTION NO.: 256 - 2014

OF

OCTOBER 14, 2014

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

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

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

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

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

WHEREAS, such grant funding requires no City match; and

WHEREAS, this Council has determined that applying for such grant funding, and accepting if awarded, is in the best interests of the City of Newburgh and its further development;

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

RESOLUTION NO.: 257-2014

OF

OCTOBER 14, 2014

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached amendment to the Street Lighting Authority Order.

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

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH
 83 BROADWAY
 NEWBURGH NY 12550

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

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

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

ACTION:

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

UPGRADE 70WATT HPS WITH 150HPS PER CITY

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

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

MUNICIPALITY _____ BY _____
 _____, 20 _____ TITLE _____

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

RESOLUTION NO.: 258 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION AMENDING THE 2014 PERSONNEL ANALYSIS BOOK
TO ADD ONE TEMPORARY PART-TIME RECORDS MANAGEMENT POSITION**

WHEREAS, due to retirement, it has become necessary to create one temporary part-time Records Management position until a full-time permanent replacement is hired; and

WHEREAS, the creation of the temporary part-time Records Management position will be on a temporary basis for an amount not to exceed Five Thousand (\$5,000.00) Dollars; and

WHEREAS, this Council has determined that the creation of such position is in the best interests of the operations of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 2014 Personnel Analysis Book be and hereby is amended to create one temporary part-time Records Management position.

RESOLUTION NO.: 259 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION OF CONTINUING SUPPORT OF THE 5 SCOBIE DRIVE
INDUSTRIAL PARK PROJECT**

WHEREAS, by Resolution No. 143-2012 of August 13, 2012, Resolution No. 234-2012 of December 10, 2012 and Resolution No. 19-2013 of January 28, 2013, the City Council of the City of Newburgh memorialized its support of the proposal submitted by the City of Newburgh Industrial Development Agency ("the IDA") for the relocation and expansion of Hudson Valley Lighting to 5 Scobie Drive, including authorizing the City Manager to negotiate and execute on behalf of the City of Newburgh a land transfer agreement; and

WHEREAS, by Resolution No.: 160-2013 of August 1, 2013, the City of Newburgh authorized the Interim City Manager to apply for and accept if awarded a grant in support of the development of 5 Scobie Drive in the Consolidated Funding Application process; and

WHEREAS, the 5 Scobie Drive Project was designated as a Priority Project by the Hudson Valley Regional Economic Development Council and the 5 Scobie Drive Industrial Park Infrastructure Improvements Project received an award of \$250,000.00 in the 2013 Consolidated Funding Application cycle; and

WHEREAS, by Resolution No. 51-2014 of March 10, 2014 the City Council of the City of Newburgh, New York authorized the Interim City Manager to apply for and accept if awarded a FY2104 Economic Development Assistance Grant from the U.S. Department of Commerce Economic Development Administration in support of the 5 Scobie Drive Industrial Park Improvements Project and the City of Newburgh and the City of Newburgh Industrial Development Agency were awarded said EDA grant in the amount of \$4,200,000.00; and

WHEREAS, the Project involves a public/private infrastructure partnership between an existing business, Hudson Valley Lighting d/b/a Scobie Partners, the City of Newburgh and the City of Newburgh Industrial Development Agency and requires the remediation of a former landfill for which Scobie Partners has entered into a Brownfields Clean Up Program Agreement with the NYS Department of Environmental Conservation to investigate and remediate the site; and

WHEREAS, the successful completion of the Project will provide for the relocation and expansion of Scobie Partners successful existing Hudson Valley Lighting business and help create a "shovel ready" business park with newly installed publicly operated infrastructure, which will

retain hundreds of jobs within New York State and create up to 50 new jobs of the kind that City of Newburgh residents need and are qualified for and will foster and support advanced manufacturing, retain and support mature industry/distribution facilities, improve regional infrastructure/construction jobs, support our urban center, and leverage public-private resources;

NOW, THEREFORE, BE IT RESOLVED, that this City Council of the City of Newburgh, New York does hereby express its continued support for the 5 Scobie Drive Industrial Park Project and its potential benefits being in the best interests of the City of Newburgh and its further development; and

BE IT FURTHER RESOLVED, by this City Council that it will continue to support the 5 Scobie Drive Industrial Park Improvements Project through a General Fund Budget allocation of \$187,500.00 in FY 2015 and FY 2016 and a waiver of administrative fees for the 5 Scobie Drive Industrial Park Improvements Project; and

BE IT FURTHER RESOLVED, by this Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to negotiate on behalf of the City of Newburgh a cooperation agreement with 5 Scobie Partners and that such cooperation agreement shall be brought back to this Council for its further consideration.

RESOLUTION NO.: 260 - 2014

OF

OCTOBER 14, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH NEW YORK CENTRAL MUTUAL FIRE INSURANCE COMPANY a/s/o MICHAEL
J. AND ANNA T. BENSON AND JESSICA BENSON
IN THE AMOUNT OF \$2,586.95

WHEREAS, New York Central Mutual Fire Insurance Company a/s/o Michael J. and Anna T. Benson and Jessica Benson brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Two Thousand Five Hundred Eighty-Six and 95/100 Dollars (\$2,586.95) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of New York Central Mutual Fire Insurance Company a/s/o Michael J. and Anna T. Benson and Jessica Benson in the total amount of Two Thousand Five Hundred Eighty-Six and 95/100 Dollars (\$2,586.95) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 261 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE YOUTH EMPOWERMENT CENTER FOR THE
FIRST FLOOR OF 104 SOUTH LANDER STREET**

WHEREAS, the Youth Empowerment Center (YEC) has expressed an interest in using the first floor of the building located at 104 South Lander Street to establish a location for providing youth programs and services; and

WHEREAS, allowing the YEC to use the first floor of the building located at 104 South Lander street will require a license agreement, a copy of which is annexed hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached license agreement with the Youth Empowerment Center for the use of the first floor of 104 South Lander Street in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the Interim City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

RESOLUTION NO.: 262-2014

OF

OCTOBER 14, 2014

A RESOLUTION REAPPOINTING PATRICIA SOFOKLES
TO THE BOARD OF ASSESSMENT REVIEW

WHEREAS, it is necessary to appoint members to vacancies on the Board of Assessment Review; and

WHEREAS, each member of such Board serves a five-year term; and

WHEREAS, it is necessary to re-appoint one member whose term of office expired and who is willing to serve a new term;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Board of Assessment Review for the term indicated:

Patricia Sofokles, to serve a new five-year term commencing retroactively on October 1, 2014 and expiring on September 30, 2018.

RESOLUTION NO.: 263-2014

OF

OCTOBER 14, 2014

**A RESOLUTION APPOINTING KAREN EBERLE-MCCARTHY
TO THE CONSERVATION ADVISORY COUNCIL**

WHEREAS, there currently exists a vacancy on the Conservation Advisory Council to replace a member whose term was to expire on November 30, 2015;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Conservation Advisory Council for the term indicated:

Karen Eberle-McCarthy, to complete the term of a former member whose term expires on November 30, 2015; and

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

RESOLUTION NO.: 264 - 2014

OF

OCTOBER 14, 2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
CALLING ON ORANGE COUNTY TO KEEP
THE DEPARTMENT OF MOTOR VEHICLE OFFICE IN THE CITY OF NEWBURGH

WHEREAS, Orange County maintains a local office of the Department of Motor Vehicles (“DMV”) in the City of Newburgh; and

WHEREAS, many residents of the counties of Rockland, Dutchess, Ulster and Sullivan as well as Orange County rely on the convenience and service offered by having a DMV office located in the City of Newburgh; and

WHEREAS, our DMV office on Broadway is an important economic engine for Newburgh, drawing people who avail themselves of our shops, restaurants, convenience stores, tourist attractions and services, so that the closing of the Newburgh DMV would deal a major economic blow to the City of Newburgh; and

WHEREAS, Orange County has proposed closing the City of Newburgh DMV office and consolidating services in the City of Middletown; and

WHEREAS, many current users of the Newburgh DMV have stated publicly that if the Newburgh DMV closed, they would use the DMV in Beacon rather than the one in Middletown, which would benefit Dutchess County instead of Orange County; and

WHEREAS, this Council finds that having the DMV office in the City of Newburgh is a necessity for the residents of the City of Newburgh and eastern Orange County who rely on the convenience of the proximity of the City of Newburgh DMV office to their homes and places of employment without the expense of traveling to the City of Middletown or outside Orange County to obtain services and complete their business transaction;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh is committed to retaining a DMV office in the City of Newburgh for the convenience of not only its own residents but also the residents of surrounding counties who frequently use its services; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh urges all members of the Orange County Legislature to do all in their power to keep the Newburgh DMV open for the convenience of residents of Orange County and for the economic benefit of Orange County and the City of Newburgh.

RESOLUTION NO.: 265 - 2014

OF

OCTOBER 14, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH DYNAMIC APPROACH MARCHING BAND
FOR USE OF THE PARKING LOT LOCATED IN
THE DELANO-HITCH RECREATION PARK**

WHEREAS, the City of Newburgh has expressed an interest in continuing to support the Dynamic Approach Marching Band (the DAMB); and

WHEREAS, the City has agreed to loan instruments to the DAMB and provide rehearsal space in the parking lot located in the Delano-Hitch Recreation Park, which use will require a license agreement, a copy of which is annexed hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached license agreement with Dynamic Approach Marching Band for the use of the parking lot located within the Delano-Hitch Recreation Park and to loan instruments to the Dynamic Approach Marching Band in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.