

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered?  Yes  No

According to:

Identify each species:

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

Yes  No

Describe:

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

Yes  No

If yes, explain:

14. Does the present site include scenic views known to be important to the community?  Yes  No

15. Streams within or contiguous to project area:

N/A

a. Name of Stream and name of River to which it is tributary

16. Lakes, ponds, wetland areas within or contiguous to project area:

N/A

b. Size (in acres):

17. Is the site served by existing public utilities?  Yes  No
- a. If YES, does sufficient capacity exist to allow connection?  Yes  No
- b. If YES, will improvements be necessary to allow connection?  Yes  No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  Yes  No
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617?  Yes  No
20. Has the site ever been used for the disposal of solid or hazardous wastes?  Yes  No

**B. Project Description**

1. Physical dimensions and scale of project (fill in dimensions as appropriate).
- a. Total contiguous acreage owned or controlled by project sponsor: N/A acres.
- b. Project acreage to be developed: N/A acres initially; N/A acres ultimately.
- c. Project acreage to remain undeveloped: N/A acres.
- d. Length of project, in miles: N/A (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. N/A %
- f. Number of off-street parking spaces existing N/A; proposed N/A
- g. Maximum vehicular trips generated per hour: N/A (upon completion of project)?
- h. If residential: Number and type of housing units:
- |            | One Family | Two Family | Multiple Family | Condominium |
|------------|------------|------------|-----------------|-------------|
| Initially  | _____      | _____      | _____           | _____       |
| Ultimately | _____      | _____      | _____           | _____       |
- i. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; \_\_\_\_\_ length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? \_\_\_\_\_ ft.
2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? N/A tons/cubic yards.
3. Will disturbed areas be reclaimed  Yes  No  N/A
- a. If yes, for what intended purpose is the site being reclaimed?
- 
- b. Will topsoil be stockpiled for reclamation?  Yes  No
- c. Will upper subsoil be stockpiled for reclamation?  Yes  No
4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? N/A acres.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

Yes  No

6. If single phase project: Anticipated period of construction: N/A months, (including demolition)

7. If multi-phased:

a. Total number of phases anticipated \_\_\_\_\_ (number)

b. Anticipated date of commencement phase 1: \_\_\_\_\_ month \_\_\_\_\_ year, (including demolition)

c. Approximate completion date of final phase: \_\_\_\_\_ month \_\_\_\_\_ year.

d. Is phase 1 functionally dependent on subsequent phases?  Yes  No

8. Will blasting occur during construction?  Yes  No

9. Number of jobs generated: during construction N/A; after project is complete N/A

10. Number of jobs eliminated by this project N/A.

11. Will project require relocation of any projects or facilities?  Yes  No

If yes, explain:

12. Is surface liquid waste disposal involved?  Yes  No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount \_\_\_\_\_

b. Name of water body into which effluent will be discharged \_\_\_\_\_

13. Is subsurface liquid waste disposal involved?  Yes  No Type \_\_\_\_\_

14. Will surface area of an existing water body increase or decrease by proposal?  Yes  No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain?  Yes  No

16. Will the project generate solid waste?  Yes  No

a. If yes, what is the amount per month? \_\_\_\_\_ tons

b. If yes, will an existing solid waste facility be used?  Yes  No

c. If yes, give name \_\_\_\_\_; location \_\_\_\_\_

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill?  Yes  No

e. If yes, explain:

17. Will the project involve the disposal of solid waste?  Yes  No

a. If yes, what is the anticipated rate of disposal? \_\_\_\_\_ tons/month.

b. If yes, what is the anticipated site life? \_\_\_\_\_ years.

18. Will project use herbicides or pesticides?  Yes  No

19. Will project routinely produce odors (more than one hour per day)?  Yes  No

20. Will project produce operating noise exceeding the local ambient noise levels?  Yes  No

21. Will project result in an increase in energy use?  Yes  No

If yes, indicate type(s)

22. If water supply is from wells, indicate pumping capacity N/A gallons/minute.

23. Total anticipated water usage per day N/A gallons/day.

24. Does project involve Local, State or Federal funding?  Yes  No

If yes, explain:

**25. Approvals Required:**

			Type	Submittal Date
City, Town, Village Board	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
City, Town, Village Planning Board	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
City, Town Zoning Board	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
City, County Health Department	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
Other Local Agencies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
Other Regional Agencies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Referral review by Orange County Department of Planning	August 3, 2012
			_____	_____
			_____	_____
State Agencies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____
Federal Agencies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
			_____	_____

**C. Zoning and Planning Information**

1. Does proposed action involve a planning or zoning decision?  Yes  No

If Yes, indicate decision required:

- |  |   |  |                                      |
|--|---|--|--------------------------------------|
| <input checked="" type="checkbox"/> Zoning amendment | <input type="checkbox"/> Zoning variance    | <input type="checkbox"/> New/revision of master plan | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Site plan                   | <input type="checkbox"/> Special use permit | <input type="checkbox"/> Resource management plan    | <input type="checkbox"/> Other       |

2. What is the zoning classification(s) of the site?

Since streamlining includes the entire city all zoning districts are involved, particularly those in the historic district.

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

N/A

4. What is the proposed zoning of the site?

N/A

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

N/A

6. Is the proposed action consistent with the recommended uses in adopted local land use plans?  Yes  No

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

N/A

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile?  Yes  No

9. If the proposed action is the subdivision of land, how many lots are proposed? N/A

a. What is the minimum lot size proposed? \_\_\_\_\_

10. Will proposed action require any authorization(s) for the formation of sewer or water districts?  Yes  No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?

Yes  No

a. If yes, is existing capacity sufficient to handle projected demand?  Yes  No

12. Will the proposed action result in the generation of traffic significantly above present levels?  Yes  No

a. If yes, is the existing road network adequate to handle the additional traffic.  Yes  No

**D. Informational Details**

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

**E. Verification**

I certify that the information provided above is true to the best of my knowledge.

Applicant/Sponsor Name Richard F. Herbek Date \_\_\_\_\_

Signature \_\_\_\_\_

Title City Manager

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment.

## PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

### Responsibility of Lead Agency

**General Information** (Read Carefully)

- ! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable**? The reviewer is not expected to be an expert environmental analyst.
- ! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.
- ! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- ! The number of examples per question does not indicate the importance of each question.
- ! In identifying impacts, consider long term, short term and cumulative effects.

**Instructions** (Read carefully)

- a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be **any** impact.
- b. **Maybe** answers should be considered as **Yes** answers.
- c. If answering **Yes** to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily **significant**. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

### Impact on Land

1. Will the Proposed Action result in a physical change to the project site?

NO  YES

**Examples** that would apply to column 2

- |  |                          |                          |                              |  |
|--|--------------------------|--------------------------|------------------------------|--|
| • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Construction on land where the depth to the water table is less than 3 feet.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Construction of paved parking area for 1,000 or more vehicles.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Construction that will continue for more than 1 year or involve more than one phase or stage.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year.                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

	1	2	3
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change
• Construction or expansion of a sanitary landfill.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Construction in a designated floodway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

NO  YES

• Specific land forms:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Impact on Water**

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

NO  YES

**Examples** that would apply to column 2

• Developable area of site contains a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Extension of utility distribution facilities through a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Construction in a designated freshwater or tidal wetland.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

4. Will Proposed Action affect any non-protected existing or new body of water?

NO  YES

**Examples** that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Construction of a body of water that exceeds 10 acres of surface area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

5. Will Proposed Action affect surface or groundwater quality or quantity?

NO       YES

**Examples** that would apply to column 2

- |  |                          |                          |                              |  |
|--|--------------------------|--------------------------|------------------------------|--|
| • Proposed Action will require a discharge permit.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action requires use of a source of water that does not have approval to serve proposed (project) action.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action requires water supply from wells with greater than 45 gallons per minute pumping capacity.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Construction or operation causing any contamination of a water supply system.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will adversely affect groundwater.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Liquid effluent will be conveyed off the site to facilities which presently do not exist or have inadequate capacity.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action would use water in excess of 20,000 gallons per day.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will likely cause siltation or other discharge into an existing body of water to the extent that there will be an obvious visual contrast to natural conditions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will require the storage of petroleum or chemical products greater than 1,100 gallons.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will allow residential uses in areas without water and/or sewer services.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action locates commercial and/or industrial uses which may require new or expansion of existing waste treatment and/or storage facilities.                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Other impacts:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?

NO     YES

**Examples** that would apply to column 2

- |  |                          |                          |                              |  |
|--|--------------------------|--------------------------|------------------------------|--|
| • Proposed Action would change flood water flows                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action may cause substantial erosion.                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action is incompatible with existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will allow development in a designated floodway. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Other impacts:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

**IMPACT ON AIR**

7. Will Proposed Action affect air quality?

NO     YES

**Examples** that would apply to column 2

- |   |                          |                          |                              |  |
|---|--------------------------|--------------------------|------------------------------|--|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use.                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas.               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Other impacts:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

**IMPACT ON PLANTS AND ANIMALS**

8. Will Proposed Action affect any threatened or endangered species?

NO     YES

**Examples** that would apply to column 2

- |   |                          |                          |                              |  |
|---|--------------------------|--------------------------|------------------------------|--|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|---|--------------------------|--------------------------|------------------------------|--|

	1	2	3
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?  
 NO     YES

**Examples that would apply to column 2**

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**IMPACT ON AGRICULTURAL LAND RESOURCES**

10. Will Proposed Action affect agricultural land resources?  
 NO     YES

**Examples that would apply to column 2**

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Construction activity would excavate or compact the soil profile of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

	1	2	3
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**IMPACT ON AESTHETIC RESOURCES**

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)

NO  YES

**Examples that would apply to column 2**

• Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Project components that will result in the elimination or significant screening of scenic views known to be important to the area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES**

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?

NO  YES

**Examples that would apply to column 2**

• Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Any impact to an archaeological site or fossil bed located within the project site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

	1	2	3
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**IMPACT ON OPEN SPACE AND RECREATION**

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?  
 NO  YES

**Examples that would apply to column 2**

- |   |                          |                          |   |
|---|--------------------------|--------------------------|---|
| • The permanent foreclosure of a future recreational opportunity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| • A major reduction of an open space important to the community.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| • Other impacts:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

**IMPACT ON CRITICAL ENVIRONMENTAL AREAS**

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?  
 NO  YES

List the environmental characteristics that caused the designation of the CEA.

**Examples that would apply to column 2**

- |   |                          |                          |   |
|---|--------------------------|--------------------------|---|
| • Proposed Action to locate within the CEA?                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| • Proposed Action will result in a reduction in the quantity of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| • Proposed Action will result in a reduction in the quality of the resource?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| • Proposed Action will impact the use, function or enjoyment of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| • Other impacts:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

1	2	3	
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change	

**IMPACT ON TRANSPORTATION**

15. Will there be an effect to existing transportation systems?

NO     YES

**Examples** that would apply to column 2

- |  |                          |                          |                              |  |
|--|--------------------------|--------------------------|------------------------------|--|
| • Alteration of present patterns of movement of people and/or goods. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will result in major traffic problems.             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Other impacts:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

**IMPACT ON ENERGY**

16. Will Proposed Action affect the community's sources of fuel or energy supply?

NO     YES

**Examples** that would apply to column 2

- |   |                          |                          |                              |  |
|---|--------------------------|--------------------------|------------------------------|--|
| • Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Other impacts:  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

**NOISE AND ODOR IMPACT**

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

NO     YES

**Examples** that would apply to column 2

- |  |                          |                          |                              |  |
|--|--------------------------|--------------------------|------------------------------|--|
| • Blasting within 1,500 feet of a hospital, school or other sensitive facility.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Odors will occur routinely (more than one hour per day).   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Proposed Action will remove natural barriers that would act as a noise screen.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Other impacts:   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |



	1	2	3
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Proposed Action will create or eliminate employment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?

NO  YES

**If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3**

## Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

### Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

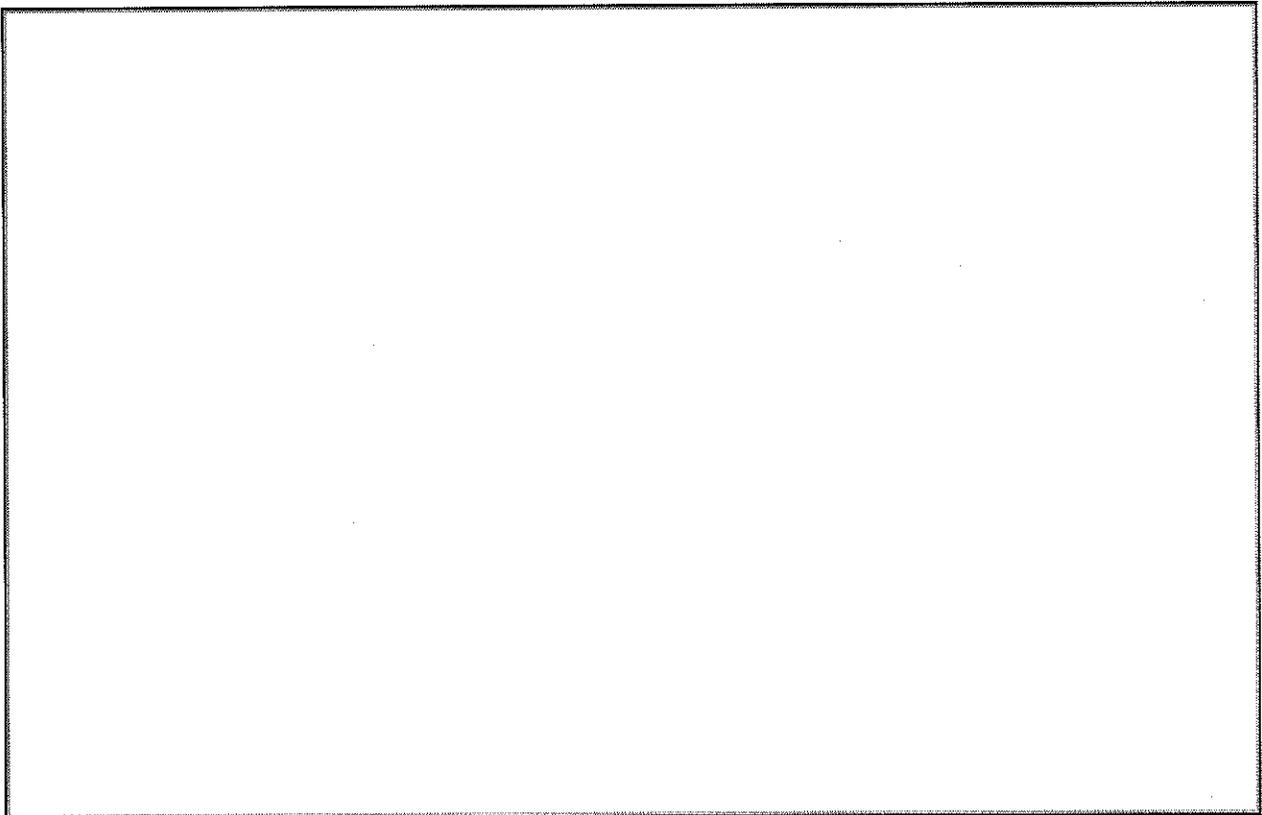
**Instructions** (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is **important**.

To answer the question of importance, consider:

- ! The probability of the impact occurring
- ! The duration of the impact
- ! Its irreversibility, including permanently lost resources of value
- ! Whether the impact can or will be controlled
- ! The regional consequence of the impact
- ! Its potential divergence from local needs and goals
- ! Whether known objections to the project relate to this impact.



RESOLUTION NO.: 133 - 2012

OF

AUGUST 13, 2012

RESOLUTION AMENDING RESOLUTION NO: 238-2011,  
THE 2012 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO TRANSFER \$53,280.00 FROM POLICE SALARY TO POLICE OVERTIME  
TO PROVIDE FOR POLICE OVERTIME OVERAGE

BE IT RESOLVED, by the Council of the City of Newburgh, that Resolution No: 238-2011, the 2012 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.3120 Police Department 0101 Salary	\$53,280.00	
A.3120 Police Department 0103 Overtime		\$53,280.00

RESOLUTION NO.: 134-2012

OF

AUGUST 13, 2012

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND  
THE EXECUTION OF A CONTRACT WITH PEAK POWER SYSTEMS, INC.  
FOR TO MANUFACTURE A BACK UP GENERATOR FOR THE WASTE WATER  
TREATMENT PLANT AT A BASE BID COST OF \$131,599.00

WHEREAS, the City of Newburgh has duly advertised for bids for the Waste Water Treatment Plant back-up generator; and

WHEREAS, bids have been duly received and opened and Peak Power Systems, Inc., is the low bidder; and

WHEREAS, funding for such project shall be derived from HG1.8130.0200.8100;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Waste Water Treatment Plant back-up generator be and it hereby is awarded to Peak Power Systems, Inc., for the base bid amount of \$131,599.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 135 -2012

OF

AUGUST 13, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A CONTRACT WITH TAM ENTERPRISES, INC.  
AND AMENDING RESOLUTION NO: 238-2011, THE 2012 BUDGET  
FOR THE CITY OF NEWBURGH, NEW YORK  
FOR THE SOUTH INTERCEPTOR SEWER MAIN REPAIR**

**WHEREAS**, the South Interceptor Trunk Sewer conveys sewer flows from the City of Newburgh's Combined Sewer System to the City's Waste Water Treatment Facility; and

**WHEREAS**, the sewer flows transmitted via this pipe constitute approximately sixty (60%) percent of the City's daily sewer flows; and

**WHEREAS**, approximately 120 linear feet of 52" brick sewer main completely collapsed allowing the discharge of raw sewage to the adjacent Quassaick Creek; and

**WHEREAS**, the discharge of raw sewage waste is a threat to the health and safety of the City's residents as well as an environmental threat to the Hudson River;

**WHEREAS**, these discharges could subject the City to violations of its New York State SPDES Permit which regulates the treatment and discharge of the City's sanitary and storm waste; and

**WHEREAS**, City Charter Section C5.12, entitled "Public emergencies," provides in sum that "In case of public emergency such as conflagration, riot, storm,...the City Manager shall also have the power to summon, deputize and otherwise employ such other persons as he may deem necessary for the purpose of rendering protection to the citizens and the City of Newburgh..."; and

**WHEREAS**, TAM Enterprises, Inc. has preformed the necessary work to repair the South Interceptor Sewer Main;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Newburgh hereby declares that the raw sewage discharge creates an emergency condition under Section 103(4) of the New York State General Municipal Law; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute a contract with a TAM Enterprises, Inc. for the South Interceptor Sewer Repair in an amount not to exceed \$850,000.00 which currently threatens the health and safety of the City's residents; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York, that Resolution No: 238-2011, the 2012 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
Sewer Fund		
Fund Balance		
G.0000.0911	\$850,000.00	
Sewer Fund		
Equipment/Infrastructure		
G.8120.0200		\$850,000.00

RESOLUTION NO. 136 - 2012

OF

AUGUST 13, 2012

A RESOLUTION SUPPORTING THE PURSUIT OF INTERMUNICIPAL AGREEMENTS  
FOR SHARING WATER SUPPLY AND THE DESIGN AND CONSTRUCTION OF  
INFRASTRUCTURE FOR SUCH PURPOSE

**WHEREAS**, by Resolution No. 263-2010 of November 22, 2012, the City Council of the City of Newburgh authorized participation in a joint grant application with the Orange County Water Authority and the Towns Newburgh and New Windsor seeking funding for a regional water project and declared its intention to enter into inter-municipal agreements in connection with the project;

**WHEREAS**, Article 5-G of the General Municipal Law authorizes municipal corporations to enter into agreements for the performance among themselves on a cooperative or contract basis for the provision of joint services, including, but not limited to, joint water projects and any other municipal service, activity, project or undertaking; and

**WHEREAS**, the New York City Department of Environmental Protection (NYCDEP), the County of Orange, the Orange County Water Authority (OCWA), the City of Newburgh, the Town of Newburgh, and, the Town of New Windsor, (the "Municipalities") have an interest in water interconnections; and

**WHEREAS**, the municipalities recognize and appreciate the need to develop a safe, reliable and adequate water supply to serve the inhabitants of the Northeast Orange County region now and for the foreseeable future; and

**WHEREAS**, the Municipalities through their technical meetings have identified the priority water interconnection projects as:

1. Installation of approximately 7500 linear feet of water main from the City of Newburgh's Water Treatment Plant (WTP) to the Town of Newburgh's distribution system;
2. Installation of approximately 5600 linear feet of water main from the City of Newburgh's WTP to the Town of New Windsor's distribution system;

3. The construction of a pump station or stations necessary to supply said interconnections;
4. An evaluation of the City of Newburgh's water treatment plant's associated operating costs that will result from the implementation of the priority interconnection projects; and

**WHEREAS**, the OCWA has secured a grant from the State of New York to implement the priority projects; and

**WHEREAS**, the County of Orange is negotiating with the NYCDEP to enter into an Intergovernmental Agreement to provide the funds to design and build the priority projects;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Newburgh hereby:

1. Supports the implementation of the grant procured by the OCWA and authorizes the City Manager to identify a representative who will attend project working group meetings, as well as share data, documents, and drawings with the consultants implementing the grant, and
2. Will work with the other Municipalities to enter inter-municipal agreements detailing the price, terms and conditions of water sharing by December 31, 2012, and
3. Supports the efforts of the County of Orange in advancing the design of the priority interconnection projects and securing funds from the NYCDEP to design and build the priority projects.

RESOLUTION NO.: 137 - 2011

OF

AUGUST 13, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT \$100,000.00 FROM THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO FUND THE SALARY AND BENEFITS OF ONE POLICE OFFICER TO BE HIRED TO BACKFILL POLICE DEPARTMENT PERSONNEL CURRENTLY SERVING IN THE CITY'S SECONDARY SCHOOL AS A COMMUNITY RESOURCE OFFICER**

**WHEREAS**, the City of Newburgh and the Board of Education of the Newburgh Enlarged City School District ("NECSD") have agreed to establish the position of Community Resource Officer ("CRO") to be filled by a police officer from the City of Newburgh Police Department at Newburgh Free Academy; and

**WHEREAS**, the NECSD has offered to reimburse the City for this CRO at the rate of \$100,000.00 so as to continue to have the CRO stationed at Newburgh Free Academy within the City of Newburgh; and

**WHEREAS**, this Council has determined that accepting such funds 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 accept funds from the NECSD in the amount of \$100,000.00 Dollars for the assignment of a City of Newburgh Police Officer as CRO in the NECSD.

## COMMUNITY RESOURCE OFFICER AGREEMENT

AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012 by and between the Board of Education of the Newburgh Enlarged City School District, having its principal place of business at 124 Grand Street, Newburgh, New York 12550 (hereinafter "the Board of Education") and The City of Newburgh having its principal place of business at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "the City").

WHEREAS, the City and the Board of Education agree to establish the position of Community Resource Officer (hereinafter "CRO"), to be filled by a police officer from the City of Newburgh Police Department, at the Newburgh Free Academy; and

WHEREAS, the School Board has agreed that they will reimburse the City for its expense in participating in the CRO Program in the amount of One Hundred Thousand (\$100,000.00) Dollars for the period of September 1, 2012 through August 31, 2013 school year and, the City of Newburgh Police Department will assign one officer, at the school specified above, each day that school is open for the hours of 7:30 a.m. - 3:30 p.m. during the school year and during the summer months on such days and times that summer school or the extended year program is being held in the buildings, on the terms and conditions set forth herein;

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The School Board and the City of Newburgh by and through the City of Newburgh Police Department have established the following goals and objectives with regard to the CRO Program in the Schools: (a) to maintain a safe campus environment that will be conducive to learning, (b) to create a relationship based upon cooperation and mutual support between law enforcement and school officials; (c) to improve relationships between law enforcement, school, community and the youth of the school; (d) for Police Department officers and command to serve as consultants to school staff, parents, and youth on safety matters and any other matters which will provide a better environment for the students and the teachers in which to pursue their respective tasks; (e) for police officers to serve as role models to students; (f) to provide a continuum of youth services between the school and the community with the support of the Police Department and other City staff and agencies.
2. The City agrees that with the City of Newburgh Police Department shall provide one officer as CROs during the term of this agreement. The CROs shall be subject to the administration, supervision and control of the City of Newburgh Police Department at all times as well as the School Board's policies, regulations and procedures when performing functions at the District's schools; unless otherwise provided in this agreement.

3. The officers assigned as the CROs' will be selected by the Chief of Police based upon the Police Chief's judgment and discretion, taking into consideration among other criteria the officer's training, qualifications, experience, interest in the position and the officer's ability to effectuate the goals and objectives set forth in paragraph 1.
4. The Board of Education shall have the right to request the removal of any CRO and have an officer substituted in his or her place by communicating such request to the Chief of Police at any time during the school year, which request will not be unreasonably denied.
5. The City of Newburgh agrees to provide and pay the CROs' salaries and employment benefits in accordance with the current Newburgh PBA contract.
6. It is understood and agreed that the City of Newburgh Police Department, in its sole discretion, shall have the authority to discharge and discipline an officer assigned as a CRO as provided under the terms of any agreement between the City of Newburgh and the applicable collective bargaining unit, and/or by law. The City shall indemnify and hold harmless the Newburgh Enlarged City School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by an officer assigned as a CRO.
7. The following named police officer shall be initially assigned by the Chief of Police of the City of Newburgh Police Department to act as CRO's as follows:  
  
Newburgh Free Academy - Officer Thomas Gleeson  
  
It is understood that such assignments may be changed by the Chief of Police or other commanding officers as in their judgment circumstances may require.
8. It is understood and agreed that the Board of Education shall not be responsible for any overtime pay earned by an Officer serving as a CRO in connection with his or her duties as a CRO and that the cost of same shall be borne solely by the City of Newburgh. The entire extent of the obligation of the School District to compensate the City for CRO services as provided herein shall be as provided hereinabove.
9. It is understood and agreed that, should a CRO be unable to perform his or her duties as a result of illness or injury or other reason causing the CRO to be absent from work, the City of Newburgh Police Department shall assign another officer to fill the CRO position at the affected building on each such day.
10. It is understood and agreed that the CROs to be appointed by the City of Newburgh Police Department shall have the following qualifications:

- (a) The CRO shall be a full time police officer with a minimum of two (2) years of law enforcement experience;
- (b) The CRO shall possess sufficient knowledge of applicable Federal, State and County laws and Town ordinances as well as the School Board's policies and regulations;
- (c) The CRO shall be capable of conducting in depth criminal investigations;
- (d) The CRO shall possess an even temperament and set a good example for students;
- (e) The CRO shall possess good communication skills, which would enable the CRO to function effectively within the school environment.

11. The following are the duties of the CRO:

- (a) Consult with and coordinate activities as requested by a school principal;
- (b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer;
- (c) The CRO shall develop an expertise in presenting various subjects; including in meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
- (d) Encourage group discussions about law enforcement with students, faculty and parents;
- (e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;
- (f) Attend meetings with parents and faculty groups to solicit their support and understanding of the CRO school program and to promote awareness of law enforcement functions;
- (g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;

- (h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
- (i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;
- (j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;
- (k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard police practices and standing general orders;
- (l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;
- (m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;
- (n) The CRO shall patrol and maintain a safe corridor within the ½ mile radius directly surrounding the school to which he or she is assigned, including, but not limited to, other school buildings within that radius. The CRO shall be dispatched, as available, to calls for service emanating from within such a radius related to juvenile criminal activity.

12. It is understood and agreed that while the CRO will be stationed at one of the schools within the School Board's jurisdiction, the CRO shall remain an employee of the City of Newburgh Police Department, adhering to all policies and procedures of the Police Department.

13. The CRO shall report to the Main Office at the start of each work day and shall sign in on a log provided by the school. The CRO shall sign out at the end of each work day using the same log.
14. It is understood and agreed that the CRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.
15. The City of Newburgh Police Department shall provide the appropriate in-service training for the CRO, to enable the CRO to function efficiently. The School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
16. The City of Newburgh Police Department shall provide a standard marked patrol vehicle for the CRO, which vehicle shall be maintained by the City of Newburgh Police Department, providing among other things, fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the CRO with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the CRO's duties as a police officer. The CRO is authorized to carry a service weapon on school grounds.
17. Should the CRO program continue into future school years, it is understood and agreed that the School District shall evaluate annually the CRO Program and the performance of the CRO on forms to be developed jointly by the parties to this Agreement. Such evaluation by the School Board and the City of Newburgh Police Department shall be performed in order to evaluate the performance of the CRO in accordance with the Department rules and regulations and also to ascertain what may be done to improve the CRO Program.
18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of a \$1,000,000 and agrees to indemnify and hold harmless the School Board and the Newburgh City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from the City of Newburgh and City of Newburgh Police Department from any injuries or losses occasioned to the CRO by the negligence of the City.
19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of \$100,000.00. Such compensation shall be paid by the School Board to the City of Newburgh monthly.
20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2013.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above-written:

BOARD OF EDUCATION OF THE NEWBURGH  
ENLARGED CITY SCHOOL DISTRICT

---

DAWN M. FUCHECK  
BOARD OF EDUCATION PRESIDENT

THE CITY OF NEWBURGH

---

RICHARD F. HERBEK  
CITY MANAGER  
CITY OF NEWBURGH

APPROVED AS TO FORM:

---

MICHELLE KELSON  
Corporation Counsel

---

CHERYL GROSS  
City Comptroller

RESOLUTION NO.: 138 - 2012

OF

AUGUST 13, 2012

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF NEWBURGH AND WRIGHT RISK MANAGEMENT COMPANY LLC  
TO PERFORM WORKERS' COMPENSATION CLAIMS RUNOFF SERVICES**

**WHEREAS**, the City of Newburgh wishes to enter into the annexed agreement with Wright Risk Management Company LLC; and

**WHEREAS**, the agreement is for providing for the Plan Manager, Wright Risk Management, to provide workers' compensation claims runoff management services for the period of January 1, 2012 to December 31, 2012; and

**WHEREAS**, Wright Risk Management will perform workers' compensation claims runoff services for City claims that arose prior to March 1, 2008, when the City joined the New York State Municipal Workers' Compensation Alliance; and

**WHEREAS**, the rate for these services is \$500.00 per Claim per year or portion thereof; and

**WHEREAS**, this Council has determined that entering into this 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 the agreement with Wright Risk Management Company LLC, in substantially the same form as annexed hereto with any other provision that Counsel may require, for providing workers' compensation claims runoff management services.

CLAIMS RUNOFF MANAGEMENT AGREEMENT (this "Runoff Agreement") dated January 1, 2012 ("Effective Date") between the City of Newburgh, a municipality with its primary address at City Hall, 83 Broadway, Newburgh, NY 12550 ("Member"), and Wright Risk Management Company, LLC, a Delaware limited liability company with its principal place of business at 333 Earle Ovington Boulevard, Suite 505, Uniondale, NY 11553-3624 ("Plan Manager").

### RECITALS

WHEREAS, on March 1, 2008 ("Membership Date"), Member became a member of the New York State Municipal Workers' Compensation Alliance (the "Plan"), a cooperative workers' compensation plan for member municipalities (the "Members"), with a principal location at c/o Association of Towns of the State of New York, 146 State Street, Albany, NY 12207; and

WHEREAS, the Plan has retained the program management and other professional services of the Plan Manager pursuant to a management agreement ("Management Agreement"); and

WHEREAS, the Member has incurred certain workers' compensation and employer's liability claims prior to the Membership Date ("the Claims"), and desires that the Plan Manager manage the Claims.

NOW, THEREFORE, the Member hereby engages the services of the Plan Manager, and in consideration of the mutual promises herein contained, the parties agree as follows:

#### I. TERM.

This Runoff Agreement shall be effective commencing on the Effective Date set forth above, and shall continue in effect until the earlier of:

- A. December 31, 2012;
- B. the date the Member withdraws or is terminated as a member of the Plan; or
- C. the date this Runoff Agreement is terminated pursuant to Section VI.

#### II. CLAIM MANAGEMENT SERVICES.

A. During the term of this Runoff Agreement, the Plan Manager will provide claims management services for the Claims, contingent upon the Member remaining a member of the Plan. Notwithstanding, the services provided and the Claims managed under this Runoff Agreement are separate from the services provided and the claims managed by the Plan Manager for the Plan under the Management Agreement. Except for the Member, the Plan and its Members shall have no liability arising from this Runoff Agreement or any of the Claims. The Member shall pay all amounts, fees, and expenses relating to the Claims, using funds established by the Member to finance its workers' compensation obligations (the "Self-Insured Fund").

B. In cooperation with Member, the Plan Manager will design and implement the internal claims reporting system for Member to report Claims that have not yet been reported. The Plan Manager will cooperate with the Member to accomplish the transfer of the Claims that have already been reported; provided that, the Plan Manager shall have no responsibility for managing the Claims until all information relating to the Claims has been received by the Plan Manager. This paragraph shall only apply in the first year that the Plan Manager is handling the Claims.

C. Once a Claim is reported or transferred to the Plan Manager, the Plan Manager will review the Claim to determine if investigation is needed to determine the compensability and extent of the injury claimed. If investigation is necessary, the Plan Manager will perform such investigation immediately and thoroughly. If any third party investigation services are necessary, such as surveillance, review of accident locations, or taking signed statements, the Plan Manager will arrange for such services, and the fees and expenses for such services shall be allocated loss adjustment expense that will be charged against the Self-Insured Fund.

D. If it is determined that a Claim is compensable, the Plan Manager will file all forms required by the Workers' Compensation Board ("WCB") and direct the Member to make payments in accordance with statutory requirements and mandated fee schedules. The Member is responsible for providing any information necessary to complete all forms.

E. If it is determined that a Claim is not compensable, or if the injury is not of the nature or extent claimed by the employee, the Claim will be controverted and the file prepared for argument before WCB. The Plan Manager will provide for appearance by an experienced workers' compensation attorney on all cases in which hearings are held before WCB. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

F. The Plan Manager shall pursue subrogation whenever it is reasonably anticipated that the Member may be reimbursed for payments made. The costs of retaining third party services to assist in pursuing subrogation, where necessary and appropriate, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

G. The Plan Manager will provide supervisory services for the Claims during the term of this Runoff Agreement. These supervisory services will include claims adjustment services, general monitoring of medical treatment in order to ensure appropriate treatment and minimize medical costs, and coordinating audit of all medical bills received for legitimate workers' compensation claims to confirm causal relationship and that the amount approved for payment conforms to the prescribed New York State Workers' Compensation Fee Schedules. These supervisory services will not include telephonic or field case management, or other managed care services, which will be arranged and coordinated, as necessary, by the Plan Manager. The costs of telephonic or field case management, or other managed care services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

H. As appropriate, the Plan Manager will obtain independent medical opinions, using a WCB-registered referral service, to advise the Member as to the appropriateness of medical treatment being received by, and the degree of disability of, the injured employee. The Plan Manager will consult with treating physicians, medical consultants, and other medical professionals to assist in instituting rehabilitative efforts to achieve an injured employee's return to work at the earliest possible time. The referral service and medical consultants' fees shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

I. The Plan Manager will implement a payment procedure for lost time benefits, medical bills, and expense payments. This procedure will be developed with Member personnel to ensure timely and appropriate payment. The Plan Manager will prepare payment documentation, including payment authorizations and copies of bills, and forward such documentation to the Member. The Member shall be responsible for printing, signing, and distributing checks in compliance with the Plan Manager's instructions.

J. The Plan Manager will review any reported employers' liability Claims that arise, and advise regarding coverage, defense, and indemnification of such Claims. As necessary, the Plan Manager will arrange for the retention of counsel to represent the Member on employers' liability Claims. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

K. The Plan Manager will track medical services subject to the Department of Health ("DOH") surcharges mandated by Public Health Law Section 2807, direct payment of applicable surcharges, and file all necessary forms with DOH on a monthly or as needed basis. In the first year of handling the Claims, the Plan Manager shall have no responsibility under this Section unless Member provides medical reports, hospital bills, access to the DOH website, and other information relating to the Claims necessary to perform the Plan Manager's services under this Section.

L. In April of each year, the Plan Manager will review, complete, and return the Assessment Base Factor report required by WCB to determine the amount of assessments levied against self-insured employers in New York. In order to complete this report, the Plan Manager will verify the indemnity payments made from April 1 of the prior year to March 31 of the current year, consistent with WCB's fiscal year. The Plan Manager will also review all lost time Claims to determine if a Section 15-8 claim has or should be established, and will also ensure that any appropriate amounts are deducted from the report. In the first year of handling the Claims, the Plan Manager shall have no responsibility under this Section unless Member provides a two-year check registry (including payment amounts, payees, and dates of service) and other information relating to the Claims necessary to perform the Plan Manager's services under this Section.

M. The Plan Manager will review all Assessment Billing Notices for accuracy. If the Member becomes overpaid for a WCB fiscal year due to variations in lost time experience from year to year, the Plan Manager will verify that all future credits issued to the Member by WCB are properly issued and applied. In the first year of handling the Claims, the Plan Manager shall have no responsibility under this Section unless Member provides a two-year check registry (including payment amounts, payees, and dates of service) and other information relating to the Claims necessary to perform the Plan Manager's services under this Section.

N. The Plan Manager will provide cumulative quarterly loss runs encompassing all Claims. These loss runs will include the following information:

1. File number.
2. Date of Accident.
3. Name of injured employee/claimant.
4. Occupation.
5. Description of accident.
6. Type of injury/part of body.
7. Status of claim/class.
8. Incurred: medical/indemnity benefits.
9. Amount paid to date: medical/indemnity and expense payments.

O. The Plan Manager will ensure that the Member's open files are properly maintained and available for review and/or audit and will arrange for the storage of the Member's closed/inactive files. The Plan Manager may maintain and store files electronically in lieu of a physical file. Physical storage costs, if any, are an expense that will be charged against the Self-Insured Fund. The foregoing is subject to Section VII of this Agreement.

**III. FEE.**

The Plan Manager will invoice the Member for services under this Runoff Agreement at the rate set forth in the Addendum to this Agreement. The Member shall pay such management fee within thirty (30) days of receipt of the invoice.

**IV. SERVICE COMMITMENT.**

The Plan Manager shall devote such time to the performance of its duties under this Runoff Agreement as is reasonably necessary for the satisfactory performance of its duties under this Runoff Agreement.

**V. INDEMNIFICATION.**

A. The Plan Manager shall hold harmless and indemnify the Member against any loss, liability, damage, or expense, including reasonable attorneys' fees, caused by the willful misconduct, gross negligence, or negligence on the part of the Plan Manager or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Runoff Agreement. Notwithstanding the foregoing, the Member, not the Plan Manager, shall be liable for payment of compensable Claims.

B. The Member shall hold harmless and indemnify the Plan Manager against any loss, liability, damage, or expense, including reasonable attorneys' fees, caused by the willful misconduct, gross negligence, or negligence on the part of the Member or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Runoff Agreement.

**VI. TERMINATION.**

A. Either party may terminate this Runoff Agreement for the following reasons upon sixty (60) days written notice to the other party:

1. Fraud or criminal acts on the part of the other party or pattern of conduct of such other party which constitutes willful misconduct or gross negligence with respect to the performance of such other party's duties hereunder;
2. Substantial and continuing breach of this Runoff Agreement by the other party, provided, however, that the party seeking to terminate shall notify the other party of such breach, identifying such breach in full particulars, and the other party shall have thirty (30) days from receipt of such notice to cure the breach and, if such breach be cured within such period, such breach shall not be cause for termination; or
3. The Superintendent of Insurance shall issue a final order to terminate this Runoff Agreement, and the time for appealing such order shall have expired.

B. This Runoff Agreement shall terminate immediately without notice upon:

1. commencement by either party of any case, proceeding or other action: (a) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment,

winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its assets, or either party shall make a general assignment for the benefit of its creditors;

2. commencement against either party of any case, proceeding or other action of a nature referred to in Section VI.B.1 above which: (a) results in the entry of an order for relief or any such adjudication or appointment, or (b) remains undismissed, undischarged or unbonded for a period of sixty (60) days;
3. commencement against either party of any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed or bonded pending appeal within sixty (60) days from the entry thereof;
4. consent, approval, acquiescence, or any action by either party in furtherance of any of the acts set forth in Sections VI.B.1, 2, or 3 above; or
5. an inability by either party to pay its debts as they become due.

## VII. **PROPERTY RIGHTS, CONFIDENTIALITY, AND RECORD KEEPING.**

### A. **The Member's Property.**

All portions of the claim file, including WCB documents, claim reports, investigation reports, correspondence and claim data of the Member acquired and used by the Plan Manager in the performance of its duties hereunder ("**Member Property**") shall belong to and remain the sole property of the Member. Upon termination of this Runoff Agreement, the Plan Manager shall promptly return the Member Property to the Member or its designee. The Plan Manager will transfer such files in electronic form that can be produced by the Plan Manager's system without special modification and that will be readable by the Member. The Plan Manager shall keep all Member Property confidential, and shall not use, publish, discuss, disclose, or communicate Member Property to third parties, except as necessary to perform its obligations under this Runoff Agreement, and in accordance with this Runoff Agreement. This provision shall survive termination of this Runoff Agreement.

### B. **The Plan Manager's Property.**

All Systems created by the Plan Manager in the performance of its duties and activities under this Runoff Agreement shall belong to and remain the property of the Plan Manager. "**Systems**" as used herein shall include data processing, databases, computer programs, computer equipment, formats, management protocols, operation documentation, and internal reports of the Plan Manager pertaining to the Member or the Claims. This includes Systems for the administration, accounting, underwriting, risk management, cost containment and safety programs and services, and management systems developed by the Plan Manager in connection with the performance of its services hereunder. This provision shall survive termination of this Runoff Agreement.

## VIII. MISCELLANEOUS.

### A. Independent Contractor.

The Plan Manager shall be an independent contractor and not an employee, agent, or servant of the Member. The Plan Manager's employees shall be considered the Plan Manager's employees for all purposes and Plan Manager alone shall be responsible for their work, personal conduct, direction, and compensation. The Member shall not be responsible for withholding taxes with respect to the Plan Manager's compensation and the Plan Manager shall be solely responsible to pay all applicable taxes from such compensation, including any compensation owed to its employees.

### B. Entire Agreement.

This Runoff Agreement supersedes any and all other agreements either oral or in writing between the parties hereto relating to the Claims.

### C. Assignment.

Neither this Runoff Agreement nor any duties or obligation hereunder shall be assignable by the Plan Manager without the prior written consent of the Member. In the event of an assignment by the Plan Manager to which the Member has consented, the assignee or his legal representative shall agree in writing with the Member to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein.

### D. Governing Law.

The laws of the State of New York shall govern the validity of this Runoff Agreement, any of its terms or provisions, and the rights and duties of the parties hereunder.

### E. Amendment.

This Runoff Agreement may be amended by the mutual written agreement of the parties to be attached to and incorporated into this Runoff Agreement.

### F. Legal Construction.

This Runoff Agreement was negotiated by sophisticated parties at arm's length and shall be construed as if drafted jointly by the parties. No presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of its provisions. Any waiver of any other term, condition, or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of a term, condition, or provision constitute a waiver of any subsequent or succeeding breach.

### G. Effect of Invalidity.

In case any one or more of the provisions contained in this Runoff Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision thereof and this Runoff Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

### H. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by certified or registered mail, or by nationally recognized overnight carrier, return receipt requested, to the respective party at the addresses set forth below, on the date received or rejected:

If to the Member:

City of Newburgh  
City Hall  
83 Broadway  
Newburgh, NY 12550  
Attention: Comptroller

If to the Plan Manager:

Wright Risk Management Company, LLC  
333 Earle Ovington Boulevard, Suite 505  
Uniondale, NY 11553-3624  
Attention: Office of General Counsel

or to such other person and address as either party may designate by notice to the other.

1. **Headings.**

The headings to the various sections of this Runoff Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the expressed provisions of this Runoff Agreement.

J. **Counterparts; Facsimiles.**

This Runoff Agreement may be executed: (1) in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Runoff Agreement; and (2) by facsimile which shall be considered and constitute an original executed and delivered agreement.

IN WITNESS WHEREOF, the parties have caused this Runoff Agreement to be executed by their duly authorized representatives as of the Effective Date.

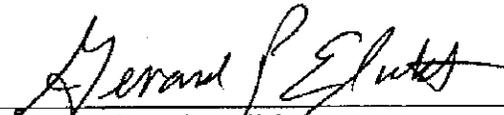
**CITY OF NEWBURGH**

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

Name:

Title:

**WRIGHT RISK MANAGEMENT COMPANY, LLC**

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

Name: Gerard P. Elicks

Title: President

ADDENDUM TO CLAIMS RUNOFF MANAGEMENT AGREEMENT (this "Addendum"), dated January 1, 2012 ("Effective Date"), between the City of Newburgh (the "Member") and Wright Risk Management Company, LLC (the "Plan Manager").

**RECITALS**

WHEREAS, the Member and the Plan Manager desire to enter into a claims runoff management agreement ("Runoff Agreement"), dated January 1, 2012, for the Plan Manager to provide workers' compensation claims runoff management services on the terms and conditions provided in that Agreement, as modified by this Addendum;

NOW, THEREFORE, the parties hereby agree to add and/or amend the following provisions of the Runoff Agreement, as if incorporated therein:

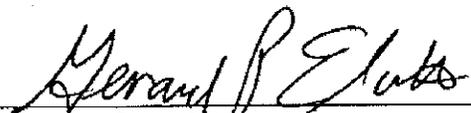
1. The Plan Manager will invoice the Member for services under the Runoff Agreement at the rate of \$500 per Claim per year or portion thereof. The Member shall pay such management fee within thirty (30) days of receipt of an invoice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CITY OF NEWBURGH**

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

**WRIGHT RISK MANAGEMENT COMPANY, LLC**

By:   
Name: Gerard P. Elicks  
Title: President

RESOLUTION NO.: 139 - 2012

OF

AUGUST 13, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES  
TO PROVIDE PERFORMING ARTISTS AND RELATED SERVICES  
IN CONNECTION WITH THE CITY OF NEWBURGH  
24th ANNUAL INTERNATIONAL FESTIVAL

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

WHEREAS, it is appropriate and necessary to authorize the City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

WHEREAS, there is \$10,000.00 available in the 2012 Festival Budget; and

WHEREAS, there is additional funding from proceeds from previous festivals available in a Trust and Agency Account; and

WHEREAS, such agreements shall not exceed the 2012 Festival Budget and the funds in the Trust and Agency Account;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into the referenced agreements in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the 24<sup>th</sup> Annual International Festival, with the net cost to the City of such agreements not to exceed the 2012 Festival Budget and the Trust and Agency Account proceeds.

RESOLUTION NO.: 140 - 2012

OF

AUGUST 13, 2012

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO APPLY FOR AND TO ACCEPT IF AWARDED A GRANT IN AN AMOUNT  
NOT TO EXCEED ONE MILLION SIX HUNDRED THOUSAND DOLLARS  
FROM THE DEPARTMENT OF HOMELAND SECURITY UNDER THE  
STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE PROGRAM  
("SAFER") TO PROVIDE FUNDING TO HIRE FIFTEEN (15) FIREFIGHTERS  
IN THE CITY OF NEWBURGH FIRE DEPARTMENT  
WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for funds available from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program; and

WHEREAS, the Fire Department has proposed an application for said grant in an amount not to exceed One Million Six Hundred Thousand (\$1,600,000.00) Dollars; and

WHEREAS, said grant does not require any funding match by the City of Newburgh; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community and enhance community protection from fire; and

WHEREAS, if awarded, such funding will be used to hire fifteen (15) firefighters within the City of Newburgh Fire Department for two years; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

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 such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant in an amount not to exceed One Million Six Hundred Thousand (\$1,600,000.00) Dollars from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program to provide funding to hire fifteen (15) firefighters in the City of Newburgh Fire Department with no City match required.

## AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and \_\_\_\_\_ hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for the consideration hereinafter named, agree as follows:

### ARTICLE 1: Term.

This Agreement shall run from September 1, 2012 to August 31, 2014.

### ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a revocable license to use the athletic fields, basketball courts and Activity Center located in the Delano-Hitch Recreation Park in the City of Newburgh for organization and administration of sports and recreational activities for the period of time set forth above pursuant to a written schedule to be submitted to and approved in writing by the City Manager or his designee and in accordance with all applicable rules and regulations for the use of the facilities.

B. The City shall provide field lighting and maintenance for players/participants for the organized activities in a location in the Delano-Hitch Recreation Park to be determined by the City. The City has sole authority to cancel or delay outdoor sports and/or other recreational activities due to inclement weather. The City will make reasonable attempt to notify Licensee of cancellation of such outdoor games, events or activities due to inclement weather within two (2) hours before game, activity or event is scheduled to begin.

C. The City shall have no obligation to provide personnel, uniforms, sports equipment or other supplies necessary for the sports, games and/or recreational activities organized by Licensee.

### ARTICLE 3: Obligation of Licensee.

A. The Licensee shall organize and administer sports leagues, athletic games and other recreational activities at the licensed facilities. During the term of this Agreement, the Licensee shall provide the City Manager or his designee a written schedule of all sports, games, activities and other uses of the facility for each month at least 30 days in advance and failure to do so may result in City canceling any or all such sports, game(s), activities or uses. The Licensee shall provide the City with 48 hours notice to hold a rescheduled game or activity. All games and activities must

start on time except for weather delay as determined by the City. No game or activity may be scheduled to start before 8:00 a.m. or after 8:00 p.m.

B. The Licensee shall provide for all personnel, supplies and equipment necessary and proper for the sports leagues, athletic games or recreational activities as is required by their use of the licensed facilities.

C. The Licensee shall have a representative with authority over all activities present at all sports leagues, athletic games or other recreational activities at all times. The Licensee shall provide for the registration of participants and the collection of fees for all sports leagues, athletic games or other recreational activities conducted during the period of this agreement. Noise levels shall be kept at appropriate decibel levels so as not to disturb neighbors.

D. The Licensee shall, after each day of play, return the licensed facilities to the City on that same day to a clean condition free of all equipment, garbage and debris. All garbage generated shall be deposited in proper trash receptacle. The Licensee shall repair all damage incurred to the facilities during the exercise of the license at its own sole expense. Such repairs shall be performed immediately. Licensee agrees that if such damages are not promptly and completely repaired, Licensee shall remain liable for all consequences, direct and indirect, consequential and incidental, to the City resulting from the damages and from the unavailability of such facilities resulting therefrom.

E. The Licensee shall provide all necessary security and supervision of minors participating in sports leagues, athletic games, recreational activities or present as spectators during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servant, employees or invitees during the period of this Agreement.

F. Licensee agrees to meet with the City Manager or his designee upon the request of the City Manager during the term of this Agreement to review the Licensee's activities pursuant to its obligations under this Agreement.

G. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City Manager as soon thereafter as possible and not later than three (3) days after the date of such accident.

#### ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for the use of the facilities during the period of this agreement, FIFTY (50%) PERCENT of the gross fees collected by Licensee in organizing, scheduling and administering the sports leagues, athletic games and other recreational activities. Payment shall be remitted to the City of Newburgh by the Licensee on the last calendar day of each month.

B. The Licensee shall maintain books and records to account for the collections of fees in connection with the organizing, scheduling and administering of the sports leagues, athletic games and recreational activities and shall make such books and records available for the City's review upon ten (10) days notice to review same.

C. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

ARTICLE 5: Insurance.

A. The Licensee shall not commence any activities under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

B. The Licensee shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Licensor. Except for Workers' Compensation, the City of Newburgh shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Licensee and not those of the Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee irrevocably waives all claims against the City of Newburgh for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 5. The provisions of insurance by Licensee shall not in any way limit Licensee's liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 each occurrence/

\$2,000,000 aggregate

Licensee shall attach to this Agreement certificates of insurance evidencing Licensee's compliance with these requirements

C. Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the City of Newburgh with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the City, directed to the City Manager and the Corporation Counsel and the City shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Licensee. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

1. Policy retroactive dates coincide with or precede Licensee's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
2. Licensee will maintain similar insurance for at least three (3) years following termination of this Agreement; and
3. If the insurance is terminated for any reason, Licensee agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed under this Agreement.

#### ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

- A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and
- B. That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

#### ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

#### ARTICLE 8: City's Right to Terminate Agreement.

- A. The City shall have the right to stop work or terminate this agreement under the following terms and conditions:
1. The Licensee refuses or fails to perform any of its obligations under this agreement; or
  2. The Licensee fails to make prompt payment or perform work as required by this agreement; or
  3. The Licensee fails or refuses to comply with all applicable laws or ordinances; or
  4. The Licensee is guilty of substantial violation of any provision of this agreement.
- B. In the event the City elects to stop work or terminate this agreement on any ground or grounds set forth in subparagraphs (1) - (4) of paragraph A, the City shall provide the Licensee with written notice, no less than fourteen (14) days prior to such stop work or termination of this agreement, of the City's intent to so stop work or terminate this agreement and the ground or grounds therefore. In the event the Licensee shall cure such ground or grounds prior to the date noticed for stop work or termination of this agreement, the City shall not stop work or terminate the agreement on such grounds.
- C. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days notice to the Licensee, terminate the agreement with the Licensee.

#### ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances, whether or not the Licensee, its agents or employees have been negligent. The Licensee shall hold and keep the City free and discharged of and from any and all responsibility and liability of any sort or kind. The Licensee shall assume all responsibility for risks or casualties of every description, for loss, death or injury to persons or property arising out of the nature of the performance, other than those wholly caused by Acts of God or conditions pre-existing this license. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance.

#### ARTICLE 10: Indemnity and Save Harmless Agreement.

- A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee.
- B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless

from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

In accordance with the provisions of Section 109 of the General Municipal Law, the Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices.

Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh  
City Manager  
City Hall, 83 Broadway  
Newburgh, New York 12550  
(845) 569-7301

TO: \_\_\_\_\_, Licensee

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

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

by: \_\_\_\_\_  
STERLING PONDER

Approved as to form:

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

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

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS**

**Chapter 223, PEDDLERS, VENDORS AND SOLICITORS**

[HISTORY: Adopted by the City Council of the City of Newburgh 5-27-2008 by Ord. No. 6-2008.EN(1) Amendments noted where applicable.]

**GENERAL REFERENCES**

Fees -- See Ch. 163.

Noise -- See Ch. 212.

Parks and recreation areas -- See Ch. 220.

Street musicians -- See Ch. 260.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-1. License required.**

**§ 223-1. License required.**

It shall be unlawful for any person or organization who has not been issued a license as a peddler under this chapter to engage in business as a street vendor, peddler, canvasser or solicitor, selling wares or services from or by means of a vehicle, cart, pushcart, wagon, mobile platform, table or other means of carrying, displaying, offering or serving same; or using public streets or sidewalks or other public property or calling at residences without the previous consent of the occupant or owner for the purpose of soliciting orders, sales, subscriptions or business of any kind or seeking donations to or alms for any church, charity or private institution whatsoever or selling or distributing any ticket or chance whatsoever without first having obtained a license of a peddler under this chapter; or calling at commercial, manufacturing or industrial places of business without the previous consent of the owner or occupant for the purpose of seeking donations to or alms for any church, charity or private institution or selling or distributing any ticket or chance whatsoever without first having obtained a license as a peddler this chapter; provided that any home solicitation by charitable or political organizations, or other activity subject to regulation hereunder, as those activities are defined by law and/or described herein, shall be exempt from the provisions of this chapter so long as they shall meet all other lawful requirements and be exempted herefrom by force or authority of superior law, rule or regulation, including but not limited to the Constitution of the United States and the Constitution of the State of New York.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-2. Permit and license required; licensing officer.**

**§ 223-2. Permit and license required; licensing officer.**

- A. It shall be unlawful for any person to engage in the business of vendor or peddler as defined in §§ 223-1 and 223-3 of this chapter within the corporate limits of the City of Newburgh without first obtaining a valid permit and license therefor as provided herein. No invalid, expired, suspended, revoked, altered or counterfeit licenses shall be possessed, used, represented or displayed by any person, or purported to be valid for any reason, whether in connection with peddling and soliciting or otherwise.
- B. The City Clerk shall be the licensing officer and commissioner of licenses as provided in the General Business Law of the State of New York and shall keep a record of all licenses and the status thereof.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-3. Definitions.**

**§ 223-3. Definitions.**

- A. As used in this chapter, the following terms shall have the meanings indicated:

CITY -- The City of Newburgh of the State of New York, unless otherwise specified.

FALSE, FRAUDULENT, MISREPRESENTATION, INACCURATE or MISLEADING

- (1) Representations that goods have manufacture, sponsorship, approval, accessories, characteristics, ingredients, uses, benefits or quantities that they do not have; the supplier or manufacturer has a sponsorship, approval, status, affiliation or connection that he does not have; goods are original or new if they are deteriorated, altered, reconditioned, reclaimed or secondhand; or goods are of particular standard, quality, grade, style or model if they are of another; and/or
- (2) The use, in any oral or written representation, of exaggeration, innuendo or ambiguity as to a material fact if such use deceives or tends to deceive; and/or
- (3) Disparaging the goods, services or business of another by false or misleading

representations of material facts; and/or

- (4) Offering goods with intent not to sell them as offered; and/or
- (5) Making false or misleading representations of fact concerning the reasons for, existence of or amount of price reductions, or price in comparison to prices of competitors or one's own prices at a past or future time; and/or
- (6) Falsely stating the reasons for offering or supplying goods at sale or discount prices.

**FOOD** -- Any raw, cooked or processed edible substances, beverages, ingredients, condiments, ice or water used or intended for use or for sale in whole or in part for human consumption.

**PUBLIC SPACE and PUBLIC STREETS** -- All publicly owned property between the private property lines on a street as such property lines are shown on City records, including, but not limited to, a park, plaza, roadway shoulder, tree space, sidewalk or parking space between such property lines. It shall also include, but not be limited to, publicly owned or leased land, buildings, piers, wharfs, stadiums and terminals.

**VENDOR or PEDDLER** -- Includes any person traveling by foot, wagon, automotive vehicle or any other type of conveyance from place to place, from house to house or from street to street, carrying, conveying or transporting goods, wares, merchandise, clothing, products, items for sale, meats, fish, vegetables, fruits, garden truck, farm products or provisions, offering and exposing the same for sale or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale from a wagon, cart, pushcart, table, platform, automotive vehicle, railroad car or other vehicle or conveyance or other stationery location on a public street, sidewalk or other location on City-owned property normally used for public accommodation or travel, and further provided that one who solicits orders and as a separate transaction makes deliveries to purchasers as a part of a scheme or design to evade the provisions of this chapter shall be deemed a vendor or peddler, subject to the provisions of this chapter. The word "peddler" shall include the words "vendor," "street vendor," "hawker" and "huckster" and other such words carrying or conveying the same meaning and understanding and addressing the same activities described thereby.

B. The use of any pronoun shall be deemed to include both the masculine and the feminine, and the singular and plural, as the sense and meaning thereof shall appropriately require.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-4. Application information; health regulations; fee for application.**

**§ 223-4. Application information; health regulations; fee for application.**

- A. Applicants for permits and licenses under this chapter must file with the City Clerk a sworn application, in writing, in duplicate, on a form to be furnished by the City Clerk, which shall give and provide the following information:
- (1) The name and a description of the applicant and date of birth.
  - (2) The applicant's legal permanent and local business and residence addresses, telephone number(s) for home and business and cellular telephones, and e-mail and other means of electronic communications.
  - (3) A description of the nature of the business and the goods to be sold and, in the case of products of farm or orchard, whether produced or grown by the applicant and, if not, the name, address and telephone number of the producer or grower.
  - (4) If employed by another, the name and address and telephone number and other information specified in Subsection A(2) hereinabove of the employer, together with credentials establishing the exact relationship.
  - (5) The length of time for which the right to do business is desired.
  - (6) If a wagon, cart, platform, vehicle or other method or device is to be used, a description of the same, together with license number or other means of identification thereof.
  - (7) If a source of power or energy is to be used in the conduct of the vending, a description of same; and a document from the City Code Compliance Department and/or Fire Department indicating its review and approval of same.
  - (8) Two identical photographs of the applicant, taken within 60 days immediately prior to the date of the filing of the application, which picture shall be two inches by two inches, showing the head and shoulders of the applicant in a clear and distinguishing manner. One such photograph shall remain on file with the application in the records of the City Clerk and one shall be permanently affixed to the permit issued by the City.
  - (9) The fingerprints of the applicant.
  - (10) A statement as to whether or not the applicant has been convicted of or pleaded guilty to any crime, misdemeanor or violation of any federal, state or municipal ordinance, the date(s) of any and all such convictions, the nature of the offense and the punishment or penalty assessed therefor.
  - (11) A statement whether any license similar to or like that provided in this chapter was

issued or denied to the applicant within the current or any prior year, whether in the City of Newburgh or elsewhere, and, if issued, whether such license had been revoked or suspended, setting forth the reasons for said revocation or suspension.

(12) If the applicant is applying for a renewal of a license issued in the year immediately preceding the year of such application, or if the applicant has ever been licensed by the City within the past five years of such application by the City as a vendor or peddler, the applicant shall submit with such application records showing the following: proof of payment of New York State sales tax for the most recent prior such year for which the applicant was licensed by the City.

- B. If the applicant is offering food for sale under this chapter, he shall file with his application a statement by a reputable physician licensed by the State of New York, dated not more than 10 days prior to submission of the application, certifying the applicant to be free of infectious, contagious or communicable disease.
- C. At the time of filing the application, a nonrefundable application fee of \$75 shall be paid to the City Clerk to cover the cost of investigation and other City administrative costs relating to same.
- D. If the applicant and the activity regulated hereunder is also subject to the Health and Sanitary Code administered by the Orange County Department of Health, or of any other applicable law, code, rule, regulation or permit condition, he must submit satisfactory proof of compliance with all such, including but not limited to the proper issuance of any permits required, copies of which shall be provided to the City as part of the application required hereunder.
- E. Whenever any information provided on the application for a license or for a renewal thereof has changed, the applicant and/or licensee shall notify the City Clerk of all such changes within 10 days thereof. Each licensed vendor shall notify the City Clerk within 10 days if:
  - (1) He has committed or been found by a court to have committed four or more violations of any of the provisions of this chapter on separate occasions; or
  - (2) He has failed to answer a summons, appear for a hearing or pay a fine imposed by a court for violation of this chapter within 30 days of its due date.
- F. The applicant shall submit proof of a valid current certificate of authority from the New York State Department of Taxation and Finance to collect sales tax on all sales subject thereto by law.
- G. The applicant shall provide proof of certification and approval by the County Sealer of Weights and Measures of all scales and measuring devices used by the applicant in the

conduct of business.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-5. Investigation; disapproval or approval by Chief of Police.**

**§ 223-5. Investigation; disapproval or approval by Chief of Police.**

- A. Upon receipt of such application, the original shall be referred to the Chief of Police, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good.
- B. If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the Chief of Police shall endorse on such application his disapproval and his reasons for the same and return the said application to the City Clerk, who shall notify the applicant that his application is disapproved and that no permit and license will be issued. The applicant shall be entitled to receive, upon request, a copy of such disapproval.
- C. If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the Chief of Police shall endorse on the application his approval, execute a permit addressed to the applicant for the carrying on of the business applied for and return said permit, along with the application, to the City Clerk, who shall, upon payment of the prescribed license fee, deliver to the applicant his permit and issue a license. Such license shall contain the signature and seal of the issuing officer and shall show the name, address and photograph of said licensee, the class of license issued and the kind of goods to be sold thereunder, the amount of fee paid, the date of issuance and the length of time the same shall be operative, as well as the license number and other identifying description of any vehicle used in such peddling. The Clerk shall keep a permanent record of all licenses issued.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-6. Fees; term of license.**

**§ 223-6. Fees; term of license.**

- A. Fees shall be computed and assessed as set forth in Chapter 163, Fees, of this Code.
- B. Basis for fees. For the purpose of this chapter, any period of seven calendar days or less shall be considered one week; any period of more than seven calendar days and not more than 30

calendar days shall be considered one month; any period of more than 30 calendar days and not more than one calendar year shall be treated as a year. The annual fees herein provided for shall be assessed on a calendar-year basis, and on and after July 1 of any year the amount of the fee for such annual licenses shall be 1/2 the amount stipulated for the remainder of the year.

- C. Any and all licenses issued hereunder shall expire on December 31 of the year in which same was issued.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-7. Exceptions and exemptions.**

**§ 223-7. Exceptions and exemptions.**

- A. The following activities are excepted and/or exempt from the provisions of this chapter related to licensing and fees:
- (1) The sale of farm or garden produce by the actual farmer or grower;
  - (2) The door-to-door delivery or sale of newspapers, milk, bakery goods, eggs and cream along a regularly established route;
  - (3) The activities of nonprofit, charitable or other organizations or individuals who are holding fairs or other similar functions on City property with the permission of the City Manager for a definite short period of time and/or as same may be authorized by the City under the terms of a special event or permit and/or as authorized under the provisions of the City Code. For purposes of this regulation, a nonprofit association shall be deemed to be any governmental agency; any charitable, educational, religious or political organization or any association incorporated in accordance with or subject to the provisions of the New York Not-For-Profit Corporation Law; or any other organization or association which does not exist for purposes of pecuniary profit or financial gain and no part of the assets, income or profit of which is distributable to its members, directors or officers;
  - (4) Persons with a bona fide affiliation with a street fair, block party or festival (hereafter "street fair"). For purposes of this regulation, a street fair is any event in a public space for which all permits required by law in order for the event to be held have been obtained from the appropriate City agencies by the association sponsoring same. A bona fide affiliation shall be deemed to mean residence on the block on which the fair is taking place, in the case of a fair sponsored by a block association; or membership in the

association, where the association does not have as its sole function the sponsorship of street fairs. Any nonprofit association as defined herein holding a street fair, and any person who operates as a general vendor at such street fair, is exempted from the provisions of this chapter relating to licensing and fees, as long as:

- (a) The person has a bona fide affiliation with the sponsor of the street fair, is not acting as a general vendor other than at a street fair and is making a contribution to the sponsoring association through participation in the street fair; or
- (b) The person who sells or offers to sell goods or services has a location during the fair on the street or sidewalk in front of a store normally maintained by that person. The sponsoring association must submit to the City Clerk, Police and Code Enforcement offices a certification, which shall include the name and address of each person qualifying for the exemption prior to the opening of the street fair.

(5) Any activity which is exempt to such extent or degree from the provisions of this chapter by the terms, force or effect of superior law, rule, regulation or authority, including but not limited to the Constitution of the United States and the Constitution of the State of New York.

B. No exception provided for hereunder shall be deemed to be an exception or waiver of any other requirement or condition imposed by any other provision of any law, code, rule or regulation of the City or of any other agency with jurisdiction thereover.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-8. Nontransferability; assistants.**

**§ 223-8. Nontransferability; assistants.**

- A. No license issued under the provisions of this chapter shall be used at any time by any person other than the one to whom it was issued and whose picture appears thereon, nor shall any vendor or peddler allow any other person to carry on or conduct the business of vending from, of or with the goods, vehicle, pushcart or stand used by or belonging to such licensee.
- B. Each vendor licensed hereunder shall be allowed to employ up to two assistants to assist such vendor in his operations. The license issued to such vendor shall allow such assistants to assist in such vendor's operations; such assistants shall not be required to be separately and individually licensed. Such licensed vendor shall be fully and completely responsible for all acts of such assistants, and the acts of such assistants shall be considered the acts of the licensee for the purposes of enforcement of this chapter. While acting as assistant to the

licensed vendor, such person shall remain no farther than 15 feet from the location of such vendor.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-9. Food vendors.**

**§ 223-9. Food vendors.**

Each licensed food vendor and mobile food unit licensee shall:

- A. Permit regular inspections by any authorized City law or Code Enforcement Officer of any mobile food unit used in the operation of his business, or any premises under his control in which food is intended to be sold, offered for sale, distributed or given away by him as a food vendor, is prepared, processed or stored, and present such mobile food unit for inspection at such place and time as may be designated by the City Code Enforcement or Police Department.
- B. Provide to the Code Enforcement or Police Department, or any other authorized officer or employee of the City, the names and home and business addresses of the owners of such service rooms, commissaries, depots or distributors from whom such licensee received his food supply and where his mobile food unit and food supply are stored when not in use for sale or distribution.
- C. Have in his possession and make available for inspection satisfactory proof or documentation detailing the source of all foods being held, stored, offered for sale, distributed or given away.
- D. Not use or permit anyone else to use the mobile food unit for vending, distributing or giving away any foods other than those authorized, in writing, by the license issued to such vendor.
- E. Refrain from acting as a food vendor or operating a mobile food unit after the expiration of his license or permit and during any period of suspension or revocation of same.
- F. Surrender his license, permit, badge and insignia promptly to the City Clerk upon revocation, suspension, termination or expiration of his license or permit.
- G. Not sell, lend, lease or in any manner transfer his license, permit, badge or insignia unless otherwise specifically provided by law or by rule or regulation prescribed by this Code.
- H. Comply with all laws, codes, rules and regulations applicable to all vendors provided herein, and all laws, codes, rules and regulations applicable to the sale or provision of food and drink to the general public.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-10. Loud noises and speaking devices.**

**§ 223-10. Loud noises and speaking devices.**

- A. No vendor or peddler nor any person on his behalf or in his employ or engaged in such activity with him shall shout, make any cryout, blow a horn, ring a bell or use any sound device, including any loudspeaking radio or sound-amplifying system upon any of the streets, alleys, parks or other public places of said City or upon any private premises in said City where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks or other public places for the purpose of attracting attention to any goods, wares or merchandise which such licensee proposes to sell, if same shall cause a nuisance or disorder or disturb the peace and quiet of the City or of any public or private area therein, nor shall such sounds be employed while any vendor or peddler, and/or his vehicle or platform from which his wares are offered for sale, is located in a stationary location for any length of time. Such sounds may be employed if the vendor or peddler is in a vehicle in motion and the route taken by such vehicle is continuous and not repetitive and if such sounds do not at any time cause a nuisance or disorder or disturb the peace and quiet of any area or part of the City.
- B. The reasonable judgment of any police officer or other officer charged with enforcing this chapter shall be determinative of whether such sounds cause a nuisance or disorder or disturb the peace and quiet of any area or part of the City. Upon such determination, such officer shall give verbal notice to such vendor or peddler and such vendor or peddler shall immediately cease making or causing such sounds. The failure of a vendor or peddler to immediately cease making or causing such sounds after receiving such notice shall constitute a violation of this chapter.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-11. Use of public space, public streets and certain property restricted.**

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

- A. No vendor or peddler shall have any exclusive right to any location in the public streets, nor shall one be permitted a specified stationary location, nor shall be be permitted to operate in any congested area where his operations reasonably would or might impede or inconvenience

the public or cause congestion or public disorder or block or impede the free flow of pedestrian or vehicular traffic. For the purpose of this chapter, the judgment of a police officer or other City officer or official charged with the duty or possessing the authority to enforce the City Code and any applicable laws, rules or regulations, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public is impeded or inconvenienced or the use made by the vendor or peddler is contrary to the provisions hereof. Such officer or official shall have the authority to compel any vendor(s) or peddler(s) to move to a different location in order to relieve congestion or otherwise resolve any disputes and restore calm and order at any public location.

- B. No vendor or peddler shall engage in any vending business on any sidewalk unless such sidewalk has at least an eight-foot-wide clear pedestrian path to be measured from the boundary of any private property to any obstructions in or on the sidewalk or, if there are no obstructions, to the curb. In no event shall any pushcart or stand be placed on any part of a sidewalk other than that which abuts the curb.
- C. No vendor or peddler shall occupy more than 10 linear feet of public space parallel to the curb in the operation of a vending business and, in addition, no vendor or peddler operating any vending business on any sidewalk shall occupy more than four linear feet to be measured from the curb toward the property line.
- D. No vending vehicle, pushcart, stand, goods or any other item related to the operation of a vending business shall touch, lean against or be affixed permanently or temporarily to any building or structure, including but not limited to lampposts, parking meters, mailboxes, traffic signal stanchions, fire hydrants, tree boxes, benches, bus shelters, refuse baskets or traffic barriers.
- E. A vendor or peddler shall not place a vehicle, pushcart or stand, or conduct a general vending business, at a location in the roadway where stopping, standing or parking is prohibited or during a time period when stopping, standing or parking is restricted.
- F. A vendor or peddler shall not place a vehicle, pushcart or stand, or conduct a general vending business, in the roadway in a metered parking space unless such vendor has complied with the coin requirements of such meter. A vendor or peddler shall not remain in a metered parking space for a period of time in excess of the maximum time permitted at such space. A vendor or peddler shall not allow any vehicle, stand, platform or other device used to display or carry wares, food, merchandise or other products for sale to extend beyond the delineated limits of such parking space.
- G. A vendor or peddler shall not place a vehicle, pushcart or stand or conduct a general vending business in the roadway within 15 feet of a fire hydrant or within a safety zone.

- H. No vending pushcart, stand or goods shall be located against display windows of fixed location businesses, nor shall they be within 20 feet from an entranceway to any building, store, theatre, movie house, sports arena or other place of public assembly.
- I. No vendor or peddler shall vend within any bus stop or taxi stand, or on the sidewalk immediately adjacent thereto, or within 10 feet of a crosswalk at any intersection or within 10 feet of any driveway.
- J. Each vendor or peddler vending from a pushcart or stand in a street or roadway shall obey all traffic and parking laws, rules and regulations as now exist or as may be promulgated, but in no case shall a vendor or peddler vend so as to restrict the continued maintenance of a clear passageway for vehicles.
- K. Unless otherwise allowed by law, rule, regulation or permit, no vendor shall operate within 20 feet of any other vendor whose location can be determined to have been previously and continuously established.
- L. Where exigent circumstances exist and a police officer, or other officer or employee of any City agency authorized to enforce this chapter, gives notice to a vendor or peddler to temporarily move from any location such vendor or peddler shall not vend from such location.
  - (1) For the purposes of this subsection, "exigent circumstances" shall include, but not be limited to, unusually heavy pedestrian or vehicular traffic, existence of any obstructions in the public space, an accident, fire or other emergency situation, a parade, demonstration or other such event or occurrence at or near such location.
  - (2) When a vendor or peddler has received notice to temporarily move from any location where exigent circumstances exist, such vendor or peddler shall immediately stop all vending business and, within one minute, begin to and as quickly as possible move his goods, vehicle, pushcart or stand from the entire area in which the exigent circumstances exist as determined and stated by a police officer or other authorized person giving such notice to move. A vendor or peddler shall not return to the area of the exigent circumstances while such condition continues to exist. In the absence of a statement to the contrary by an authorized person, it shall be presumed that the exigent circumstances will continue to exist in such area for a period of two hours from the time notice to move was given to the vendor or peddler.
- M. No vendor or peddler licensed under this chapter shall leave any items, wares, goods, merchandise, vehicles, pushcart(s), stand(s), platform(s), boxes, bales, containers, trash or other equipment or material on any City or other public property or on private property without the permission of the owner thereof overnight, but must remove same to a private

secured location at close of business.

- N. No vendor or peddler shall trespass upon private property where the owner or proprietor thereof shall have prohibited such activity thereon.
- O. No vendor or peddler shall vend, sell or give away any product or merchandise within a radius of 1,000 feet of any business, store or permanent building or facility where the same category or type of product or merchandise is offered for sale.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-12. Restrictions on use of parks.**

**§ 223-12. Restrictions on use of parks.**

No person, whether holding a license or not, shall sell, offer or expose for sale any foodstuffs, items or merchandise within Delano-Hitch Recreation Park or within Downing Park or upon or along any street or public place which forms a boundary of said parks or within one block of either park in any direction. This section shall not apply to operators of food stands at Delano-Hitch Recreation Park who have been granted franchises pursuant to Chapter 13, Sale or Lease of City Property, of this Code, or to any separate contract or agreement or special events or other permits authorized or issued by the City providing therefor.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-13. Restrictions on use of generators.**

**§ 223-13. Restrictions on use of generators.**

No vendor or peddler shall employ a generator or other independent source of power while vending in any other City park or recreational facility where vending is not otherwise prohibited by this chapter, unless otherwise permitted or authorized by the City, including the inspection and approval thereof by the Code Enforcement and Fire officials with jurisdiction to inspect same and enforce all codes, rules and regulations.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-14. Garbage and waste materials.**

**§ 223-14. Garbage and waste materials.**

Garbage and waste materials generated in the course of business, whether generated by the vendor or peddler or the customers thereof, shall not be permitted to accumulate or to become a nuisance, but shall be placed in separate secure and sanitary containers provided for such purpose by the vendor or peddler. The garbage receptacles and their contents shall be properly removed by the vendor or peddler whenever necessary to prevent spillage and accumulation of trash, and at the close of each business day. Vendors and peddlers shall not use public trash receptacles or storm or sewer lines, mains or systems for disposal of such containers and trash, or other organic or inorganic waste, but shall take such containers and trash away with them and dispose of same privately and lawfully at their own expense. Vendors and peddlers shall remain responsible for keeping the area immediately surrounding their location of operation, within fifteen-foot radius, clean and free of all trash and debris at all times.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-15. Restrictions on vending near schools.**

**§ 223-15. Restrictions on vending near schools.**

Vendors shall not sell any foodstuffs, confectionery, drink or ice cream on the grounds of any school or on the public streets bordering any school or within one block of any school in any direction between the hours of 8:00 a.m. and 4:00 p.m. on days when school is in session.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-16. Weighing and measuring appliances.**

**§ 223-16. Weighing and measuring appliances.**

Any vendor carrying, keeping or using scales, measures or other appliances for weighing or measuring shall first have the same inspected by the Sealer of Weights and Measures or other municipal official with authority over same, and, if the latter shall find such appliances correct and true, his certificate to that effect shall be affixed to said scales, measures or other appliances in a conspicuous place. No vendor shall carry or use any such appliance which is not correct and true and does not record and give the weight and quantity accurately and as claimed by said vendor.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-17. Display and exhibition of license upon request.**

**§ 223-17. Display and exhibition of license upon request.**

Vendors and peddlers are required to display all of their permits and/or their licenses visibly and prominently on their person, or at the location where they are operating, and produce same at the request of any citizen or City official or officer.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-18. Display of prices; prices; recordkeeping.**

**§ 223-18. Display of prices; prices; recordkeeping.**

- A. No vendor shall make, portray or communicate any misrepresentations or false, fraudulently inaccurate or misleading information concerning any merchandise. All items sold or offered for sale by general vendors shall have conspicuously displayed, at the point of offering for sale, the total selling price, exclusive of tax by means of:
- (1) A stamp, tag or label attached to the item; or
  - (2) A sign at the point of display which indicates the item to which the price refers, provided that this information is plainly visible at the point of display for sale of the items so indicated.
- B. Each general vendor shall offer a consumer a serially numbered receipt for any purchase. The receipt must include:
- (1) The name and home address of the general vendor;
  - (2) The date of the purchase;
  - (3) The total amount of money and tax paid for the purchase;
  - (4) A description of the item purchased; and
  - (5) The license number of the vendor.
- C. Each general vendor shall retain a duplicate copy of each receipt which shall be produced for inspection upon request by Police or other Code Enforcement personnel. The receipts shall be

presented for review to any City enforcement officer by the general vendor upon request.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-19. Enforcement; confiscation and return of property.**

**§ 223-19. Enforcement; confiscation and return of property.**

- A. It shall be the duty of any police officer or other authorized law or code enforcement officer of the City of Newburgh to require any person seen peddling and who is not known by such officer to be duly licensed to produce his peddler's license and to enforce the provisions of this chapter against any person found to be violating the same.
- B. Any City police or code enforcement officer who determines that a vendor has committed or is committing one or more violations of this chapter relating to vending without a valid license, failure to pay fees or fines, improper use of streets, improper management of waste, inaccurate weighing and measuring, or false and misleading misrepresentations to consumers may confiscate by taking physical custody and possession the goods, merchandise and wares of such vendor and any platform or vehicle used for such vending.
- C. A vendor who has had any goods, or any vehicle, platform, pushcart or stand, removed under the provisions of this section may serve notice of a request for the return of such property. The City may return said goods and/or vehicle before or after a judicial determination of the charges. Unless the judicial proceeding has terminated in favor of the vendor, the owner or other person lawfully entitled to the possession of such vehicle, pushcart, stand or goods which have been removed under the provisions of this section, such person(s) may be charged with the reasonable costs as set forth in Chapter 297, Wreckers and Towers, of the Code of Ordinances for the removal and storage of such goods, platform, pushcart, stand and/or vehicle, payable prior to the release of such goods, platform, vehicle, pushcart or stand.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-20. Vendor records.**

**§ 223-20. Vendor records.**

- A. The Chief of Police and/or Director of Code Compliance and the Corporation Counsel shall report to the City Clerk all convictions for any and all violations of this chapter, and the City Clerk shall maintain a record for each license issued and record the reports of violations

therein.

B. Each licensee shall keep and maintain accurate and complete records as follows:

- (1) Each vendor shall keep written records of daily gross sales, purchases and expenses, including receipts for expenditures, and any other business-related records as the Chief of Police or Director of Code Compliance may require, and shall make such records available for inspection by any authorized official or employee of the City at all reasonable times upon demand, including daily gross sales receipts from vending in a format that includes the month and year, the date, the daily sales, sales tax collected and the total sales for the date. Such records shall be kept in the following format:

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

Item Sold: \_\_\_\_\_

Sales Tax Collected: \_\_\_\_\_

Total Price: \_\_\_\_\_

- (2) This shall be in addition to the requirement to keep and maintain duplicate receipts and such other records which are required under this chapter and under other laws, rules and requirements. All records shall be made available to Police and Code Enforcement personnel, upon request, at the Department's offices.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-21. Suspension or revocation of license.**

**§ 223-21. Suspension or revocation of license.**

A. Any license or permit issued under the provisions of this chapter may be suspended or revoked by the Police Chief and/or the City Manager of the City of Newburgh after notice and hearing for any of the following causes:

- (1) Fraud, misrepresentation or false statement contained in the application for license.
- (2) Fraud, misrepresentation or false statement made in the course of carrying on his

business as a peddler.

- (3) Any violation of this chapter.
  - (4) Conviction of any crime or misdemeanor involving moral turpitude or misconduct arising out of commercial dealing or the conduct of business.
  - (5) Conducting the business of vending or peddling in violation of any provision of this chapter or in any unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
  - (6) Nonpayment or being in arrears in paying any debt, judgment, taxes, charges, fees, fines or other moneys due and owing to the City or other municipal or government agency.
- B. Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least five days prior to the date set for hearing.
- C. Any permit issued under this chapter shall be promptly surrendered to the City Clerk upon its suspension or revocation.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-22. Appeals.**

**§ 223-22. Appeals.**

Any person aggrieved by the action of the Chief of Police or the City Clerk or the City Manager in the denial or revocation or suspension of an application for permit or license as provided in this chapter or in the decision with reference to the revocation of a license as provided in this chapter shall have the right of appeal to the Council of the City of Newburgh. Such appeal shall be taken by filing with the Council, within 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The Council shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given to the appellant, in writing, addressed to the address provided by the applicant for notice of hearing on denial, suspension or revocation. The decision and order of the Council on such appeal shall be final and conclusive.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND**

**SOLICITORS / § 223-23. Penalties for offenses.**

**§ 223-23. Penalties for offenses.**

In addition to all other penalties provided under this chapter or of any provision of the City Code or of any other law, rule or regulation of the state or other municipality or agency with jurisdiction over the subject, the following schedule of penalties shall apply for each separate violation of this chapter.

<b>Offense (within the same calendar year)</b>	<b>Penalty Amount</b>
First conviction	\$50
Second conviction	\$100
Third conviction	\$250
Fourth and for each subsequent conviction and suspension or revocation of the license as provided under § 223-18 hereinabove	\$500

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-24. Loss of license; duplicate license fee.**

**§ 223-24. Loss of license; duplicate license fee.**

The holder of any license issued hereunder shall promptly report the loss, mutilation or destruction thereof, in writing, to the City Clerk, who, if satisfied as to the facts establishing or concerning same, may issue a duplicate license only to the individual to whom the original was issued. Such duplicate license shall have plainly marked upon the face thereof the word "DUPLICATE." The fee to be charged for the issuance of each duplicate license shall be \$50.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND**

**SOLICITORS / § 223-25. License in addition to county, state and other licenses.**

**§ 223-25. License in addition to county, state and other licenses.**

Notwithstanding the issuance of a license pursuant to the provisions of § 32 of the General Business Law or other laws, codes, rules or regulations of any municipal agency or of the State of New York, no person obtaining such a license shall be permitted to carry on the business of a vendor or peddler upon the streets and highways of the City of Newburgh without first obtaining a license pursuant to this chapter.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-26. Provisions cumulative with other laws.**

**§ 223-26. Provisions cumulative with other laws.**

The provisions of this chapter shall be in addition to and not instead of the provisions of any other laws, codes, rules or regulations of the federal, state, county or City government applicable to the subject.

**CODE OF THE CITY OF NEWBURGH NEW YORK, v28 Updated 02-01-2010 / PART II GENERAL LEGISLATION / Chapter 223, PEDDLERS, VENDORS AND SOLICITORS / § 223-27. Separability and preservation of provisions.**

**§ 223-27. Separability and preservation of provisions.**

If any of the provisions of this chapter shall be held invalid, the remainder shall remain valid and enforceable as provided by law.

**Endnotes**

**1 (Popup - Popup)**

Editor's Note: This ordinance also repealed former Ch. 223, Peddling and Soliciting, which consisted of Art. I, Canvassers and Solicitors, adopted 11-13-1967 as Art. V of Ch. 6 of the Code of Ordinances of the City of Newburgh, as amended; and Art. II, Peddlers, adopted 7-14-1980 by Ord. No. 4, as amended.