



City of Newburgh Council Work Session

6:00 pm

February 7, 2013

AGENDA

1. Review of Tentative Agenda:

- a. Approval of the minutes of the work session meeting of January 24, 2013 and the City Council meeting of January 28, 2013

2. Economic and Community Development/Real Estate:

- a. Overview of development projects
- b. (Res. 30) Two Park Place, Unit C-3D - Release of Restrictive Covenants
- c. (Res. 31) Support for NYS Assembly legislation which would require lending institutions to provide contact information for responsible parties of vacant structures.

3. Grants/Contracts:

- a. (Res. 32) Inter-local Agreement with Orange County for the 2012 Byrne Justice Assistance Grant where the City would receive \$32,000 to focus additional police presence in high crime areas of the City.
- b. (Res. 33) Agreement with Orange County for Playground on Wheels and Youth Voice Program (new resolution needed because the County reduced the amount)

4. Discussion:

- a. Amendments to Chapter 223 Peddlers, Vendors and Solicitors
- b. Temporary Fire Captain Position
- c. 2014-2018 Orange County Transportation Council - Transportation Improvement Program
- d. Memorial to the HMS Bounty

5. Executive Session:

RESOLUTION NO.: 30 - 2013

OF

FEBRUARY 25, 2013

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO THOMAS M. CURRAN AND BEATRIZ CURRAN
TO THE PREMISES KNOWN AS 2 PARK PLACE, UNIT C-3D
(SECTION 57, BLOCK 1, LOT 1.44)

WHEREAS, on July 23, 2004, the City of Newburgh conveyed property located at 2 Park Place, Unit C-3D, being more accurately described on the official Tax Map of the City of Newburgh as Section 57, Block 1, Lot 1.44, to Thomas M. Curran and Beatriz Curran; and

WHEREAS, the owners have requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommends such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

RESOLUTION NO.: 31 - 2013

OF

FEBRUARY 25, 2013

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF NEWBURGH MEMORIALIZING THEIR
POSITION REGARDING THE PROPOSED LAWS CONCERNING
CONTACT INFORMATION FOR VACANT STRUCTURES

WHEREAS, vacant, abandoned and foreclosed homes and structures have proliferated throughout New York State over the last five years; and

WHEREAS, vacant structures that are not maintained for months at a time degrade and depreciate the value of the vacant structure as well as the value of surrounding properties; and

WHEREAS, lending institutions that hold mortgages on said vacant structures do not always provide the contact information of a responsible party; and

WHEREAS, Assembly Bill A.88 and Assembly Bill A.824, currently pending, would make it mandatory for lending institutions to provide contact information of responsible parties regarding vacant structures; and require good faith in obtaining a foreclosure; and

WHEREAS, the City Council of the City of Newburgh supports the passage of said Bills;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh does hereby support the passage of said Bills and respectfully requests that the State Representatives who represent constituents in the City of Newburgh support the passage of said Bills.

RESOLUTION NO.: 32 - 2013

OF

FEBRUARY 25, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR, ACCEPT IF AWARDED AND
ENTER INTO AN INTER-MUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH IN CONNECTION WITH
THE 2012 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the Justice Assistance Grant ("JAG") Program provides funds for various law enforcement agencies throughout the State of New York; and

WHEREAS, the City of Newburgh joined the County of Orange and other local law enforcement agencies in applying for the 2012 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award including but not limited to street surveillance cameras, undercover vehicle availability, unmarked patrol vehicles, acquisition of an evidence management system, upgrade to the Live Scan fingerprinting system and related database compilation and access, technology and equipment, record-keeping, training and the enhancement of other important police functions; and

WHEREAS, the County has agreed to set aside \$32,000.00 from the 2012 Local JAG Award for the City of Newburgh to be used to focus additional police presence in high crime areas of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an inter-municipal agreement between the County of Orange and the City of Newburgh in connection with the 2012 Byrne Memorial JAG Program Award to receive funds through the County of Orange under the terms of the grant program and under the terms and conditions of the agreement, a copy of which is attached hereto, for various important law enforcement functions for the City of Newburgh and other local law enforcement agencies.

**STATE OF NEW YORK
COUNTY OF ORANGE**

**INTER-LOCAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND CITY OF NEWBURGH, NY
2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF ORANGE, which is authorized to execute this Inter-local Agreement by virtue of authority granted pursuant to the Orange County Charter, more specifically Section 3.02(m) thereof, to be administered by and through the Orange County Office of Emergency Services, hereinafter referred to as COUNTY, and the CITY OF NEWBURGH, acting by and through its governing body, the NEWBURGH CITY COUNCIL, hereinafter referred to as CITY, both of ORANGE COUNTY and in the STATE OF NEW YORK, witnesseth:

WHEREAS, this agreement is made under the authority of Section 99-h of the New York State General Municipal Law; and

WHEREAS, each governmental instrumentality, in performing their governmental functions or in paying for the procurement of the governmental functions contemplated hereunder, shall make that performance or the payments for the procurement of such services from current revenues legally available to that party; and

WHEREAS, each governmental instrumentality finds that the performance of this Inter-local Agreement is in its best interests and that the undertaking of the obligations as defined and described herein will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Inter-local Agreement; and

WHEREAS, the CITY agrees that the COUNTY will receive the full amount of the disparate aware to the County of \$56,098 and will administrator the FY 2012 JAG recovery award and that further, the County will act as the fiscal agent for said funds; and

WHEREAS, funds obtained from the 2012 JAG Award will be shared by the County of Orange and the municipalities of the City of Newburgh and the City of Middletown.

WHEREAS, the County will receive the 2012 JAG funding in the amount of \$56,098 and act as the fiscal agent and will obtain grant funds and distribute same to the participating municipalities for their individual projects in the agreed allocation amounts.

The COUNTY and the CITY agrees that this disparate award will be allocated as followed:

The City of Newburgh will receive \$32,000 from the FY 2012 JAG award to be used to focus additional police presence in high crime areas of the city;

The City of Middletown will receive \$10,000 to provide for additional police presence in high crime areas of the city;

The County will receive \$14,098 toward the operation cost of maintaining a County Law enforcement vehicle locator dispatching system for police and for grant administration.

WHEREAS, the CITY and COUNTY believe it to be in the best interests to allocate the FY 2012 JAG funds accordingly.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The recitals are hereby incorporated into this agreement as if fully set forth hereto.

Section 2.

CITY acknowledges that the COUNTY will receive the total amount of JAG funds.

Section 3

COUNTY agrees to set aside \$32,000 for the CITY's portion of the project funding

Section 4.

Nothing in the performance of this Inter-local Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the General Municipal Law and/or Local Laws.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the General Municipal Law and/or Local Laws.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Inter-local Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Inter-local Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF NEWBURGH

Richard F. Herbek
City Manager

Notary Public

Sworn to before me this _____ day
of 2013

COUNTY OF ORANGE

EDWARD A. DIANA
County Executive

Notary Public

Sworn to before me this _____ day
of 2013

RESOLUTION NO.: 33 - 2013

OF

FEBRUARY 25, 2013

A RESOLUTION AMENDING RESOLUTION NO.: 200-2012 OF NOVEMBER 13, 2012 WHICH AUTHORIZED THE CITY MANAGER TO APPLY FOR AND ACCEPT A GRANT OFFERED BY THE ORANGE COUNTY YOUTH BUREAU AND TO ENTER INTO CONTRACTS WITH ORANGE COUNTY THROUGH THE ORANGE COUNTY YOUTH BUREAU FOR FUNDING TO PROVIDE RECREATION AND SERVICE PROGRAMS FOR THE CITY OF NEWBURGH YOUTH BUREAU FOR 2013 SERVICE FUNDING

WHEREAS, this Council, by Resolution No.: 200-2012 of November 13, 2012, authorized the City Manager to accept a grant offered by the Orange County Youth Bureau and enter into contracts with Orange County through the Orange County Youth Bureau for funding to provide recreation and service programs for the City of Newburgh Youth Bureau in the amount of \$9,411.00 for 2013 Recreation Funding and \$8,438.00 for 2013 Service Funding; and

WHEREAS, the City of Newburgh has been notified that the grant for the 2013 Service Funding has been reduced by the amount of \$1,399.00 from \$8,438.00 to \$7,039.00; and

WHEREAS, the Orange County Youth Bureau has revised the 2013 municipal contract to reflect the reduced funding; and

WHEREAS, this Council has determined that accepting of such funds is in the best interests of the City of Newburgh and its residents;

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 a grant offered by the Orange County Youth Bureau and enter into contracts with Orange County through the Orange County Youth Bureau for funding to provide recreation and service programs for the City of Newburgh Youth Bureau in the amount of \$9,411.00 for 2013 Recreation Funding and \$7,039.00 for 2013 Service Funding; and

BE IT FURTHER RESOLVED, that the City Manager is further authorized to execute the necessary documents as may be appropriate and necessary to accept such funds and administer the program funded thereby.

**Orange County Youth Bureau
Parks and Recreation Program Funding Agreement**

THIS AGREEMENT, with an effective date of the 1st day of January, 2013 by and between the County of Orange ("County"), by and through its Youth Bureau ("Youth Bureau"), with an office address located at 18 Seward Avenue, Suite 102, Middletown, NY 10940, and the City of Newburgh with an office address located at 83 Broadway, City Hall, Newburgh, N.Y. 12550 ("Subrecipient").

WHEREAS, one of the purposes of the Youth Bureau is "devising programs and projects aimed at prevention, controlling and treating delinquency and neglect among youth"; and

WHEREAS, the Subrecipient is a municipality who desires to operate a Recreation or Service program, described in the attached and incorporated Exhibit A ("Program"); and

NOW THEREFORE, it is mutually agreed as follows:

1. **TERM:** The Subrecipient shall operate the Program as detailed in Exhibit A during contract year January 1, 2013 to December 31, 2013, unless earlier terminated.

2. **CONTRACT PRICE AND PAYMENT OF TERMS:** County is contracting with the Subrecipient for a total contract price not to exceed \$9,411.00 (Nine Thousand Four Hundred Eleven and 00/100 U.S. dollars) for Recreation Programs and/or \$7,039.00 (Seven Thousand Thirty Nine and 00/100 U.S. dollars) for Service Programs. Subrecipient understands and agrees that the funds for this Agreement will be furnished through the County based upon anticipated reimbursement in State Aid through the New York State Office of Children and Family Services ("OCFS") 50% match of the Program costs ("State Aid Amount").

At regular intervals, the Subrecipient shall provide to the County, duly authorized proof (in the form of the appropriate completed State forms listing expenditures) that Subrecipient's matching Program funds were expended prior to the receipt of any funds from the County; that is, expenditures equal to double the OCFS State Aid Amount. The Subrecipient will submit the State forms to the County within fifteen (15) days of the end of the calendar year.

3. **SERVICES TO BE PROVIDED:** At all times hereunder, the Subrecipient agrees to conduct the Program as described in Exhibit A, as submitted and approved and in accordance with the established procedures of the Youth Bureau and the OCFS. The County may conduct quarterly on-site monitoring visits to ensure compliance.

4. **REPORTING:** Subrecipient agrees to submit annual narrative program reports as required by the County no later than fifteen (15) days of the end of the calendar year. Subrecipients who do not submit reports by the due date will be subject to automatic waiver of funds back to Orange County.

5. **MEDIA OR PRESS RELEASES:** Subrecipient agrees to credit the "Orange County Youth Bureau" and the "New York State Office of Children and Family Services" in any and all public relations media regarding the Program as providing funding for the Program.

6. **CONFLICT OF INTEREST:** Subrecipient represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of the Scope of Work. Subrecipient further represents and warrants that in the performance of this Agreement, no person having such conflict of interest or possible conflict of interest shall be employed by it and that no elected official or other officer or employee of County, nor any person whose salary is payable, in whole or in part, by County, or any corporation, partnership, or association in which such official, officer, or employee is directly or indirectly interested shall have any such conflict of interest,

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information

Exhibit A

Program Title: City of Newburgh Youth Bureau/Playground on Wheels
 OYSID# (For County Use Only):
 Program Year: 2013

FUNDING INFORMATION
 Funding Category: Orange County
 Funding Type: Orange County Youth Bureau
 Sponsoring County/Municipality: Orange County Youth Bureau

FUND AMOUNTS
 Total Program Amount: \$19,120.00
 OCS Funds Requested: \$5,639.00
 Youth Bureau Allocated (Youth Bureau Only):
 60% State Aid (RHYA Programs Only) % Tax Match
 % Agency Cash: % In Kind

AGENCY/MUNICIPALITY INFORMATION
 This Agency is: Private, Not for Profit Public Religious Corporations
 Federal ID #: 14-06002329
 Charities Reg. #:
 Agency Website: cityofnewburgh-ny.gov
 Implementing Agency/Municipality: City of Newburgh
 Mailing Address: 104 South Lander Street
 Address Line 2:
 City: Newburgh
 State: NY
 Zip Code: 12550

EXECUTIVE/DIRECTOR FOR AGENCY/MUNICIPALITY
 Last Name: Herbek
 First Name: Richard
 Title: Acting City Manager
 Phone Number: (845) 565-7301
 Extension:
 Fax Number: (845) 569-7370
 E-Mail: therbek@cityofnewburgh-ny.gov

PERIOD OF ACTUAL PROGRAM OPERATION
 FROM: 7/1/13
 TO: 8/31/13
 HOURS OF OPERATION:
 FROM: 10 a.m.
 TO: 7 p.m.

CONTACT PERSON FOR AGENCY/MUNICIPALITY
 Last Name: Pittman
 First Name: Joy
 Title: Division Manager
 Phone Number: (845) 565-1213
 Extension: 7016
 Fax Number: (845) 565-1286
 E-Mail: jpittman@cityofnewburgh-ny.gov

Check if: Joint Program
 1. Name of participating municipalities:
 2. Name of primary disbursing municipality:
 Check if: Purchase of Service
 1. Agency providing service:
 2. Agency purchasing service:

EXECUTIVE/DIRECTOR/BOARD CHAIRPERSON SIGNATURE
 [Signature]
 Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.
 Changes have been submitted on the electronic OCFS-5001, 5002, 5003.



MUNICIPAL COMPONENT SUMMARY Attachment A
(USE A SEPARATE SHEET FOR EACH DIFFERENT PROGRAM COMPONENT)

MUNICIPALITY: <u>City of Newburgh</u>		PHONE NO: <u>(845) 565-3230</u>
PROGRAM TITLE: <u>Playground on Wheels</u>		
COMPONENT NAME: <u>Playground on wheels</u>	OPERATION PERIOD: <u>7/1/13 to 8/31/13</u>	

PARTICIPANT OUTCOMES (measurable):
 Expected change, benefit or improvement in condition or behavior:
To maintain a safe enviroment in the community.

STRATEGIES (describe steps taken for participants to reach the stated outcomes):
 How you will create the change, benefit, and condition?
To engaged the community in neighborhoods clean and actvities that are provided by Playground on Wheels.

TOTAL # OF YOUTH TO BE SERVED FOR THIS COMPONENT: <u>200+</u>	AGE RANGE: <u>7 to 21</u>	AVERAGE ATTENDANCE PER SESSION: <u>200+</u>
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Gender: Male: <u>125</u> Female: <u>75</u>	Age: 0-4: _____ 5-9: <u>60</u> 10-14: <u>60</u> 15-17: <u>50</u> 18-20: <u>50</u> 21+: _____
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Ethnicity:
 White: 10 Black or African American: 150 Hispanic or Latino: 35
 American Indian or Alaskan Native: _____ Asian: _____ Native Hawaiian or Other Pacific Islander: _____
 Two or More Races: 5

Target Population: (estimate projected whole numbers of youth for each category)
 General Youth: 13 Youth aging out of Foster Care: _____ Children of Incarcerated Parents: 60
 Youth in Juvenile Justice System who re-enter the community: _____ Runaway and Homeless Youth: 10

*Please complete the Municipal Program Logistics Summary (Attachment A-1), to clearly break down each component’s schedule(s), location(s) and number of youth expected at each site. This information will be utilized for monitoring purposes.



MUNICIPAL COMPONENT SUMMARY Attachment A
(USE A SEPARATE SHEET FOR EACH DIFFERENT PROGRAM COMPONENT)

MUNICIPALITY: <u>City of Newburgh</u>		PHONE NO: <u>(845) 565-3230</u>
PROGRAM TITLE: <u>Youth Voice</u>		
COMPONENT NAME: <u>Youth Voice</u>	OPERATION PERIOD: <u>1/1/13</u> to <u>12/31/13</u>	

PARTICIPANT OUTCOMES (measurable):
 Expected change, benefit or improvement in condition or behavior:
The Youth Voice Program will continue to provide the necessary resources to empower youth in the City of Newburgh.

STRATEGIES (describe steps taken for participants to reach the stated outcomes):
 How you will create the change, benefit, and condition?
Youth will attend weekly meeting, scheduled workshop and training. Youth will be engaged in implementing programs and events for the City of Newburgh.

TOTAL # OF YOUTH TO BE SERVED FOR THIS COMPONENT: <u>40</u>	AGE RANGE: <u>12 to 18</u>	AVERAGE ATTENDANCE PER SESSION: <u>40+</u>
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Gender:	Age:
Male: _____ Female: _____	0-4: _____ 5-9: _____ 10-14: _____ 15-17: _____ 18-20: _____ 21+: _____

Ethnicity:
 White: 4 Black or African American: 20 Hispanic or Latino: 11
 American Indian or Alaskan Native: _____ Asian: _____ Native Hawaiian or Other Pacific Islander: _____
 Two or More Races: 5

Target Population: (estimate projected whole numbers of youth for each category)
 General Youth: 36 Youth aging out of Foster Care: _____ Children of Incarcerated Parents: 12
 Youth in Juvenile Justice System who re-enter the community: _____ Runaway and Homeless Youth: 2

*Please complete the Municipal Program Logistics Summary (Attachment A-1), to clearly break down each component's schedule(s), location(s) and number of youth expected at each site. This information will be utilized for monitoring purposes.

**NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information**

Program Title: City of Newburgh Youth Bureau/YouthVoice	QYDS ID# (For County Use Only):	Program Year: 2013
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Direct Services will NOT be provided by this program

FUNDING INFORMATION	
Funding Category: YDDP	County: Orange County
Funding Type: SERVICE	Sponsoring County/Municipality: Orange County Youth Bureau

FUND AMOUNTS	AUTHORIZED VOUCHER SIGNEE
Total Program Amount: \$10,743 14,077	Last Name: Pittman
OCFS Funds Requested: \$10,743	First Name: Joy
Youth Bureau Allocated (Youth Bureau ONLY): 8452 7038.50	Title: Division Manager
60% State Aid [RHYA Programs ONLY] % Tax Match	Last Name: Fabanio
% Agency Cash: % In Kind	First Name: Karina
	Title: Data Speacalst

AGENCY/MUNICIPALITY INFORMATION			
This Agency is: <input checked="" type="checkbox"/> Private, Not for Profit <input type="checkbox"/> Public <input type="checkbox"/> Religious Corporations			
Federal ID #: 14-6002329	Charities Reg.#:		
Agency Website: cityofnewburgh-ny.gov	Title: Division Manager		
Implementing Agency/Municipality: City of Newburgh	Phone Number: (845) 565-1213	Extension: 7016	
Mailing Address: 104 South Lander Street	Fax Number: (845) 565-1286	E-Mail: jpittman@ciyofnewburgh-	
Address Line 2:	PERIOD OF ACTUAL PROGRAM OPERATION:		
City: Newburgh	State: NY	Zip Code: 12550	FROM: 1/1/13
			TO: 12/31/13

EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY		HOURS OF OPERATION:	
Last Name: Herbek	First Name: Richard	FROM: 4pm	TO: 6pm.
Title: Acting City Manager		<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain) Saturday and Sunday depending on event.	
Phone Number: (845) 565-7301	Extension:		
Fax Number: (845) 569-7370	E-Mail: rherbek@cityofnewburgh-		

Check if: Joint Program

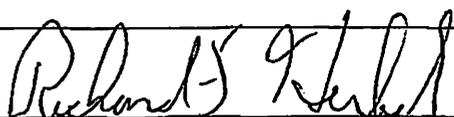
1. Name of participating municipalities: _____

2. Name of primary disbursing municipality: _____

Check if: Purchase of Service

1. Agency providing service: _____

2. Agency purchasing service: _____



EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

direct or indirect, in this Agreement or in the proceeds thereof, unless such person, (1) if required by the Orange County Ethics Law as amended from time to time, to submit a Disclosure Form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form, either voluntarily completes and submits said Disclosure form disclosing their interest in this Agreement or seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

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

7. SECULAR PURPOSE

Performance of the Program under this Agreement is secular in nature and shall be provided or performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs. Subrecipient agrees that it will not provide sectarian, partisan or religious services, counseling, proselytizing, instruction, or influence in the performance of the Program under this Agreement.

8. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Subrecipient certifies and warrants that all wood products to be used under this Agreement (e.g. playground equipment) will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Subrecipient to establish for the approval of the County. In addition, when any portion of this Agreement involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the Subrecipient will indicate and certify in the submitted bid or proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the County; otherwise, the bid or proposal may not be considered responsive.

9. INDEPENDENT CONTRACTOR

In performing the Program and incurring expenses under this Agreement, Subrecipient shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of County. As an independent contractor, Subrecipient shall be solely responsible for determining the means and methods of performing the Scope of Work and shall have complete charge and responsibility for Subrecipient's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Subrecipient covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of County, or of any department, agency, or unit thereof, and that they will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Worker's Compensation or Disability coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage, or employee retirement membership or credit.

10. ASSIGNMENT AND SUBCONTRACTING

Subrecipient shall not assign any of its rights, interests, or obligations under this Agreement, or subcontract any of the Program to be performed by it under this Agreement, without the prior express written consent of the County Executive and the County Youth Bureau Director. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services or goods provided thereunder will not be compensated. Any subcontract or assignment properly consented to by County shall be subject to all of the terms and conditions of this Agreement. Subrecipient shall remain liable to County even if County consents to any such assignment or subcontract.

Failure of Subrecipient to obtain any required consent to any assignment shall be grounds for termination for cause, at the option of County. If so terminated, County shall be relieved and discharged from any further liability and obligation to Subrecipient, its assignees, or transferees, and all monies that may become due under this Agreement shall be forfeited to County except so much as may be necessary to pay Subrecipient's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Subrecipient for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

11. BOOKS AND RECORDS

Subrecipient agrees to maintain separate and accurate books, records, documents, and other evidence, and accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

12. RETENTION OF RECORDS

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

13. AUDIT BY THE COUNTY AND OTHERS

All claim forms and invoices presented for payment, and the books, records, and accounts upon which the claim forms or invoices are based, are subject to audit by County. Subrecipient shall submit any and all documentation and justification of costs incurred by Subrecipient in the performance of this Agreement, that County may require to evaluate the reasonableness of the charges. Subrecipient shall make its records available to County upon request. All books, claim forms, invoices, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by County, the State of New York, the federal government, or other persons duly authorized by County. Such audits may include examination and review of the source and application of all funds whether from County, the State of New York, the federal government, private sources or otherwise. Subrecipient shall not be entitled to any interim, progress or final payment under this Agreement if any audit requirements or requests have not been satisfactorily met.

14. INSURANCE

For the full term of this Agreement as may be extended, renewed or amended, Subrecipient shall

maintain or cause to be maintained in full force and effect, at its expense, Worker's Compensation, Disability, Automobile Liability (including but not limited to bodily injury and property damage) General Liability (including but not limited to contractual liability, bodily injury and property damage), Professional Liability (if available for Subrecipient's profession), and other insurance with stated minimum coverages, all as listed below or otherwise required by County under this Agreement. Such policies are to be in the broadest form available and written by insurers with an A.M. Best rating of A- or better, who have been fully informed as to the nature of the Program to be performed. Additional coverage types or limits may be required by the County if any policy contains a contractual liability exclusion.

Type of Coverage	Min. Coverage
Workers' Compensation	Statutory
Disability	Statutory
Employer's liability	\$500,000 ea accident \$500,000 disease ea employee \$500,000 disease policy limit
Automobile Liability (incl. bodily injury & property damage)	\$1,000,000 per occurrence \$1,000,000 aggregate
Comprehensive General Liability (incl. bodily injury & property damage)	\$1,000,000 per occurrence \$1,000,000 aggregate
Professional Liability (if commercially available for Subrecipient's profession)	\$1,000,000 per claim \$1,000,000 aggregate

Except for Worker's Compensation, Disability and Professional Liability, County 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 Subrecipient and not those of the County.

Notwithstanding anything to the contrary in this Agreement, Subrecipient irrevocably waives all claims against County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance described above. The provisions of insurance by Subrecipient shall not in any way limit Subrecipient's liability under this Agreement.

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 County and (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 County, directed to the Director of the Risk Management Division. County shall have the discretion to pay any necessary premiums to keep such insurance in effect and charge the cost back to Subrecipient.

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:

- A. Policy retroactive dates coincide with or precede Subrecipient's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
- B. If the insurance is terminated for any reason and/or for at least six (6) years following

completion of the Program, Subrecipient will maintain an extended reporting provision and/or similar insurance for the period of performance plus six years from the date of such termination or final acceptance;

C. Immediate notice shall be given to the County through the Director of the Youth Bureau and the County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the Program performed under this Agreement.

Subrecipient shall submit certificates of insurance evidencing Subrecipient's compliance with these requirements prior to commencing performance of the Program and, if applicable, current New York State forms evidencing exemption from workers' compensation and/or disability.

15. INDEMNIFICATION

Subrecipient agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of any negligence, fault, act or omission of Subrecipient, its officers, employees, subcontractors, assignees, agents or other representatives in performance of the Program within or without the scope of this Agreement.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an officer, employee, subcontractor, assignee, agent or other representative of Subrecipient; either within or without the duties of officers or scope of employment, subcontract, assignment, agency, or other representation; then the County shall have the right to withhold payments for the purpose of set-off in sufficient sums to cover the claim or action. These rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or this Agreement.

16. PROTECTION OF COUNTY PROPERTY

Subrecipient assumes the risk of and shall be responsible for, any loss or damage to County property, (including property and equipment leased by County, used in the performance of this Agreement) and caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of Subrecipient, its officers, directors, members, partners, employees, agents, representatives, consultants, specialists, subcontractors, assignees or any other person or entity engaged by Subrecipient for performance of the Program.

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

Subrecipient agrees to defend, indemnify, and hold the County harmless from any and all liability or claim for loss, cost, damage, or expense (including, without limitation, reasonable attorney fees and costs of litigation, settlement, or both) due to any loss or damage to any County property used in the performance of the Program.

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

17. TERMINATION

By written notice to Subrecipient effective upon mailing, County may terminate this Agreement, in whole or in part, at any time, (1) for County's convenience, (2) upon failure of Subrecipient to comply with any of the terms or conditions of this Agreement, or (3) upon Subrecipient becoming insolvent or bankrupt.

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

A. Accounting for and refunding to County, within thirty (30) days from date of termination, any unexpended funds which have been paid to Subrecipient pursuant to this Agreement; and

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

In the event County terminates this Agreement in whole or in part, County may fund, upon such terms and in such manner as deemed appropriate, a substitute Program similar to the one that will not be provided by Subrecipient due to termination, and in the event of partial termination, Subrecipient shall continue the remaining performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated, in whole or in part, for other than the convenience of County, the extra cost of any substitute Program funded by the County, will be charged to Subrecipient, set off against any sums due Subrecipient, or both.

18. GENERAL RELEASE

By executing this Agreement Subrecipient agrees that the acceptance by Subrecipient or its assignees of the final payment under this Agreement, (including but not limited to by judgment of any court of competent jurisdiction or administrative means), shall constitute and operate as a general release to the County from any and all claims of Subrecipient arising out of the performance of this Agreement.

19. SET-OFF RIGHTS

County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Subrecipient (i) under this Agreement, (ii) under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from County by operation of law. County has the right to withhold monies otherwise due under this Agreement for purposes of set-off due to, without limitation: breach of this Agreement, failure to perform at all, or in accordance with the standards herein or breach or violation of any representations or warranties,

County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies, monetary penalties or interest relative thereto.

Set-off, if affected, shall not constitute the sole remedy afforded County for any such breach or falsity, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by in law or equity or pursuant to this Agreement.

20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not

be submitted to arbitration unless specifically agreed to in writing by the County Executive. Instead, such disputes shall only be heard in the Supreme Court of the State of New York, with venue in Orange County or, if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

21. GOVERNING LAW

In the event of any conflict of law; this Agreement shall be governed by the laws of the State of New York without giving effect to its choice of law provisions. Subrecipient shall perform under this Agreement in accordance with applicable provisions of all federal, state, and local laws, rules, and regulations as are in effect through the time of performance of the Program.

22. CURRENT OR FORMER COUNTY EMPLOYEES

Subrecipient represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Subrecipient has or may have with County without the express written permission of County. This limitation period covers the preceding three (3) years or longer, if the County employee or former county employee has or may have an actual or perceived conflict of interest due to their position with County.

23. FORCE MAJEURE

Other than the strike, lockout or labor strife or troubles of the Subrecipient or Subrecipient's subcontractors or suppliers; if the performance of either party is prevented, hindered, delayed or otherwise made impossible by reason of war or the effects of war, blockade, revolution, insurrection, civil commotion, riot, mobilization, act of God, plague or other epidemic, fire, flood, obstruction of navigable waters by ice or other obstruction at any port, acts of the public enemy, any unforeseeable material or transportation or utility shortage or curtailment, governmental order, decree or regulation then, each party suffering from such condition may be excused from performance during the continuance of any such contingency and for so long as such contingency shall prevent, hinder or delay such performance. However, in the event said contingency shall continue longer than one (1) year in duration, or sooner upon agreement of the parties, provided that neither party has performed, such parties may be fully excused from performing their obligations hereunder. If one party has performed even partially, they must be made whole as the situation dictates.

24. ORDER OF PRECEDENCE

Unless otherwise provided for in an Addendum to this Agreement, signed by both parties, in the event of a conflict in the Contract Documents listed below the following Order of Precedence shall prevail:

- a) New York State Office of Children & Families and Orange County Youth Bureau approved Annual Program Application and related agreement(s), laws and regulations, all applicable terms and conditions of which are incorporated by reference.
- b) This Agreement and any modifications thereto in accordance with the terms of this Agreement
- c) Any solicitation or notice of funding availability issued by the County
- d) Exhibit A

25. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors, and assignees shall be

subject to and governed by this Agreement and any properly executed Change Orders, Amendments, or Addenda to this Agreement which supersede any other understandings or writings between or among the parties.

26. MODIFICATION

No changes, amendments, or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the Program under this Agreement shall not be binding, and no payment shall be due in connection therewith, without written authorization, evidenced only by a Change Order, Amendment or Addendum to this Agreement executed by the County Executive, after consultation with the Director of the Youth Bureau prior to the performance of any such changes to the Program. Any Change Order, Amendment or Addendum shall specifically set forth the additional scope of the Program, and the amount of compensation and the extension of the time for performance, if any. Unless otherwise specifically provided for in any Change Order, Amendment or Addendum, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Change Order, Amendment or Addendum.

27. AUTHORITY TO CONDUCT BUSINESS & ACCEPTANCE OF SUBSTITUTED SERVICE: Subrecipient should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. to County. Regardless of the propriety or legality of registration status, or receipt of documentation thereof by the County, as a condition of contract, the Subrecipient shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Subrecipient consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Subrecipient's actual receipt of process, or upon the County's receipt of the return by the United States Postal Service as refused or undeliverable. Subrecipient shall immediately notify the County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the County to the last known address shall be sufficient.

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

COUNTY OF ORANGE

[SUBRECIPIENT'S NAME]

By: _____
Edward A. Diana
County Executive

By: _____
Name:
Title:

Date: _____

Date: _____

The City of Newburgh Office of the Corporation Counsel

City Hall - 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Tiffany N. Reis
Assistant Corporation Counsel

MEMORANDUM

TO: Richard F. Herbek, City Manager
Mayor Judy Kennedy
Councilwoman Regina Angelo
Councilman Cedric Brown
Councilman Curlie Dillard
Councilwoman Gay Lee

FROM: Michelle Kelson, Corporation Counsel
Tiffany Reis, Assistant Corporation Counsel

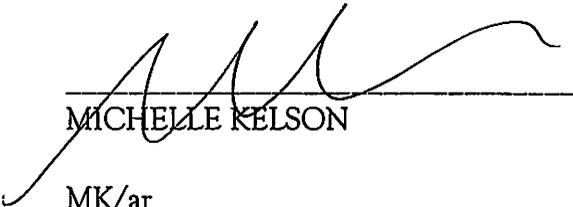
RE: Amendments to Chapter 223
Peddlers, Vendors and Solicitors

DATE: February 1, 2013

Following recommendations made by staff and discussions with the City Council, attached please find a draft ordinance containing proposed amendments to Chapter 223 of the Code of Ordinances, entitled "Peddlers, Vendors and Solicitors" and a corresponding ordinance amending Chapter 163, entitle "Fees" as follows:

- New definitions;
- Review and approval of application by Fire Chief;
- Annual license fee; no partial, daily, weekly or monthly fees;
- Identification badge for soliciting or canvassing and fee;
- Prohibition on using City property for personal use;
- Eliminate 1,000 foot rule and 20 foot rule pursuant to commerce clause;
- Revised noise and generator requirements; and
- Increased penalties for violations

We anticipate submitting an ordinance containing proposed amendments to Chapter 212 of the Code of Ordinances, entitled "Noise" for discussion at the work session scheduled for Thursday, February 21, 2013.



MICHELLE KELSON

MK/ar
Attachments

ORDINANCE NO.: _____ - 2013

OF

, 2013

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

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

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

§ 223-1. Activities requiring license.

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, trailer, 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.

§ 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.

§ 223-3. Definitions; word usage.

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, trailer, 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.

CANVASS OR SOLICIT

To make or seek to make personal contact with another, either on the highways or streets of this city or on public or private property other than his own, for the purpose of raising funds for, supporting goals of or recruiting new members into a religious, charitable educational, or political organization or participating in a political campaign on behalf of any candidate for public office.

PERSONAL CONTACT

The face-to-face canvassing or solicitation of a person by another. Mail and telephone contact does not require registration or wearing an identification badge under this Article.

POLITICAL ORGANIZATION

An organization, a substantial part of the activities of which is carrying on propaganda or otherwise, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office.

RELIGIOUS OR CHARITABLE OR EDUCATIONAL ORGANIZATION

An organization granted tax exemption by the Internal Revenue Service of the United States Treasury Department.

DECIBEL(dB)

A unit for measuring the volume of sound, equal to 20 times the logarithm to the base 10 of the ratio of the sound pressure of 20 micro-Newton's per square meter.

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.

§ 223-4. Application for permit or license; health regulations; fee.

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, trailer, 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, pursuant to § 223-13.

- (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 as set forth in Chapter 163, Fees, of this Code 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~~ one 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.

§ 223-5. Investigation; disapproval or approval by Chief of Police and/or Fire Chief.

- A. Upon receipt of such application, the original shall be referred to the Chief of Police, and the Fire Chief, 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 and/or the Fire Chief shall endorse on such application his disapproval and his reasons for the same and return the 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 Fire Chief may endorse the application and forward same to the Chief of Police, who may ~~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.

§ 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, the full yearly amount will be due during any period of time during the course of a calendar year; there shall be no partial year fees. ~~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.

D. Any person canvassing or soliciting under § 223-7 (A.) (c) shall pay a fee of \$20 for an identification badge as set forth in Chapter 163, Fees, of this Code.

§ 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, Fire, and Code Enforcement Offices a copy of any permits required by the Orange County Department of Health under the Health and Sanitary code; and 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.

C. Registration and identification badge required. Any person who wishes to canvass or solicit for a religious, charitable, educational or political organization or on behalf of any candidate for public office, either in public or private property within the City, must first register with the City Clerk and must thereafter wear an identification badge when canvassing or soliciting.

§ 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.

§ 223-9. Food vendors.

Each licensed food vendor and mobile food unit licensee shall:

Underlining denotes additions

~~Strikethrough~~ denotes deletions

- A. Permit regular inspections by any authorized City law, Fire 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, Fire Department 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.
- I. Vendors are hereby prohibited from using tangible city property meant for public use to enhance their business, such city property includes but is not limited to picnic tables and garbage cans.

§ 223-10. Noise.

All peddlers and vendors must adhere to and comply with Chapter 212, Noise, of the Newburgh City Code.

~~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.~~

§ 223-11. Use of public space, 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 he be permitted to operate in any congested area where his operations reasonably would or might impede or inconvenience the public or cause congestion or public disorder or block or impede the free flow of pedestrian or vehicular traffic. For the purpose of this chapter, the judgment of a police officer or other City officer or official charged with the duty or possessing the authority to enforce the City Code and any applicable laws, rules or regulations, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public is impeded or inconvenienced or the use made by the vendor or peddler is contrary to the provisions hereof. Such officer or official shall have the authority to compel any vendor(s) or peddler(s) to move to a different location in order to relieve congestion or otherwise resolve any disputes and restore calm and order at any public location.
- B. No vendor or peddler shall engage in any vending business on any sidewalk unless such sidewalk has at least an eight-foot-wide clear pedestrian path to be measured from the boundary of any private property to any obstructions in or on the sidewalk or, if there are no obstructions, to the curb. In no event shall any pushcart or stand be placed on any part of a sidewalk other than that which abuts the curb.
- C. No vendor or peddler shall occupy more than 10 linear feet of public space parallel to the curb in the operation of a vending business and, in addition, no vendor or peddler operating any 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, trailer, 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, trailer, 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, trailer, 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, trailer, 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, trailer, stand or goods shall be located against display windows of fixed location businesses, nor shall they be within 20 feet from an entranceway to any building, store, theater, movie house, sports arena or other place of public assembly.
- I. No vendor or peddler shall vend within any bus stop or taxi stand, or on the sidewalk immediately adjacent thereto, or within 10 feet of a crosswalk at any intersection or within 10 feet of any driveway.
- J. Each vendor or peddler vending from a pushcart, trailer 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.K. 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.L. No vendor or peddler licensed under this chapter shall leave any items, wares, goods, merchandise, vehicles, trailer(s), 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.M. No vendor or peddler shall trespass upon private property where the owner or proprietor thereof shall have prohibited such activity thereon.

~~Q.~~ ~~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.~~

§ 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 Real 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.

§ 223-13. Restrictions on use of generators.

No vendor or peddler shall employ a generator or other independent source of power while vending in the City limits, unless such generator is pre-approved by the fire Chief and/or Code Enforcement and conforms to the City Noise Ordinance, Chapter 212 of the Newburgh City Code, and does not exceed a maximum noise output of Eighty decibels (80db), and is subject to

~~inspection of same. 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.~~

§ 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.

§ 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.

§ 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.

§ 223-17. Display and exhibition of license.

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.

§ 223-18. Display of prices; receipts.

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.

§ 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, trailer, stand and/or vehicle, payable prior to the release of such goods, platform, vehicle, pushcart or stand.

§ 223-20. Recordkeeping.

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.

§ 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 or any conviction of violation of this Section.
- (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.

§ 223-22. Appeals.

Any person aggrieved by the action of the Chief of Police or the Fire Chief 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.

§ 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.

Offense (within the same calendar year)	Penalty Amount
First conviction	\$ 50 <u>250</u>
Second conviction	\$100 <u>500</u> , and revocation of the license as provided under <u>§ 223-21</u>
Third conviction	\$250
Fourth and for each subsequent conviction	\$500, and suspension or revocation of the license as provided under § <u>223-21</u>

§ 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 as set forth in Chapter 163, Fees, of this Code. ~~\$50~~100.

§ 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.

§ 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.

§ 223-27. Severability.

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

ORDINANCE NO.: _____ - 2013

OF

_____, 2013

AN ORDINANCE AMENDING CHAPTER 163
ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

Code Section	Type of Fee	Amount
Chapter 223, Peddlers, Vendors and Solicitors		
§ 223-6	Peddler's license	
	Nonrefundable application fee	\$75 <u>100.00</u>
	<u>Renewal application</u>	<u>Application fee waived if renewal made within 30 days of expiration</u>
	License fees:	<u>\$250.00 annually</u>
	Peddling on foot	Per week: \$10 Per month: \$25 Per year: \$100
	Peddling with handcart or pusheart	Per week: \$25 Per month: \$50 Per year: \$200

Underlining denotes additions

~~Strikethrough~~ denotes deletions

~~Peddling with vehicle (1 person)~~ ~~Per week: \$25~~
~~Per month: \$50~~
~~Per year: \$200~~

~~Each helper to person peddling with a vehicle~~ ~~Per week: \$5~~
~~Per month: \$40~~
~~Per year: \$50~~

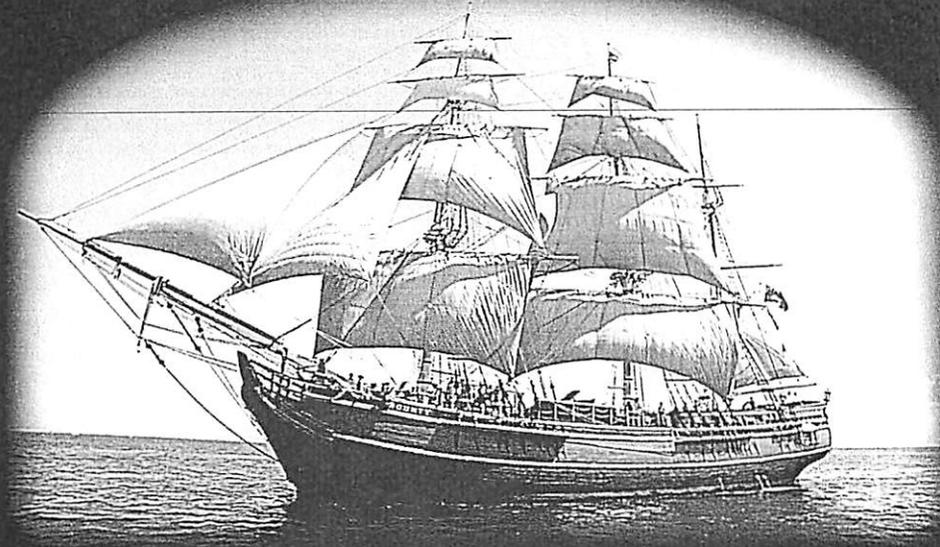
Identification badge for canvassing and/or
soliciting under §223-7(A) \$20.00

§223-24 Duplicate license fee \$100.00

Section 2. This ordinance shall take effect immediately.

Underlining denotes additions

~~Strikethrough~~ denotes deletions



*“A ship in harbor is safe, but that is not what ships
are built for.” Shedd*

**Dedicated in Memoriam to the HMS Bounty,
Capt. Robin Walbridge,
Crew Member Claudene Christian, and the Crew
on behalf of their friends in Newburgh, NY
1928 - 2013**

**LASER ETCHED
SHIP & LETTERING**

**590-72907
O. BLACK SLANT
2-0 X 0-10 X 1-10
POLISHED FACE, SERP TOP & BACK
2" TOP & 3" FRONT NOSINGS; B.R.P.**

THE BOUNTY

Slant 2'-0" X 0'-10" X 1'-10" (L/W/H) Jet Black Granite, Polished face/top/back, BRP sides

Base 2'-6" X 1'-2" X 0'-8" (L/W/H) Jet Black Granite, Polished top, BRP

Total height of monument with base = 2'-6" or 30"

Concrete foundation suggested to be 3'-6" deep minimum, steel rebar is not necessary

Delivered and set at the Newburgh waterfront

Billings Memorials Inc. (845) 744-3090

