



City of Newburgh Council Work Session  
*Sesión de trabajo del Concejal de la  
Ciudad de Newburgh*

November 5, 2015

6:00 p.m.

AGENDA

1. Agreements, Contracts & Grants/ Acuerdos, Contratos y Becas:

a. Resolution No. 285-2015

A resolution to authorize the conveyance of real property known as 368 South Street (section 17, block 2, lot 26) at private sale to William Morrisohn, Jr. for the amount of \$3,000.00. (Deirdre Glenn)

*Una resolución para autorizar el convenio de bienes raíces conocido como la 368 de la calle South (sección 17, bloque 2, lote 26) en una venta privada a William Morrison, Jr. por la cantidad de \$3,000.00. (Deirdre Glenn)*

b. Resolution No. 286 -2015

A resolution authorizing the City Manager to execute a contract with Regional Economic Community Action Program, Inc. to develop workforce solutions, share information and coordinate employment opportunities for qualified city of Newburgh residents and new and expanding businesses in the Newburgh area at a cost to the city of \$8,400.00. (Deirdre Glenn)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar un contrato con el Programa Regional Económico de Acción en la Comunidad, Inc. para desarrollar soluciones en el sector laboral, compartir información y coordinar oportunidades de empleo para residentes que cualifiquen de la Ciudad de Newburgh y para empresas nuevas y en expansión dentro del área de Newburgh a un costo a la ciudad de \$8,400.00. (Deirdre Glenn)*

c. Resolution No. 287 - 2015

A resolution authorizing the City Manager to execute a satisfaction in connection with a mortgage issued to Viola Overbey for premises located at 6 Forsythe Place (section 9, block 3, lot 15). (Michelle Kelson)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción en conexión con una hipoteca otorgada a Viola Overbey para los inmuebles*

*localizados en el 6 de Forsythe Place (Sección 9, bloque 3, lote 15). (Michelle Kelson)*

d. Resolution No. 288– 2015

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 2015 Byrne Memorial Justice Assistance Grant Program. (Chief Cameron)

*Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgado, y entrar en un acuerdo Inter- Municipal entre el Condado de Orange y la Ciudad de Newburgh en conexión con el Programa de Becas Conmemorativas de Asistencia Judicial Byrne del 2015. (Chief Cameron)*

e. Resolution No. 289-2015

Resolution amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer \$160,000.00 from General Fund Contingency to Police Motor Equipment for the purchase of four (4) police cars. (John Aber & George Garrison)

*Resolución que modifica Resolución No: 296 - 2014, el presupuesto del 2015 para la Ciudad de Newburgh, Nueva York a transferir \$160,000.00 del Fondo General de Contingencia al Equipo Motorizado de la Policía para la compra de cuatro (4) carros policíacos. (John Aber & George Garrison)*

f. Resolution No. 290 -2015

A resolution to authorize the City Manager to execute a Memorandum of Understanding (MOU) with the Civil Service Employees Association, Orange County Local 836 Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO to include the titles of Economic Development Specialist and Director of Community Development and to amend the personnel analysis book for fiscal year 2015.

*Una resolución autorizando al Gerente de la Ciudad a ejecutar un Memorandum de Comprensión (MOU) con la Asociación de Empleados del Servicio Civil, el Condado de Orange Asociación de Empleados del Servicio Civil, Inc. Local 836, Local 1000, AFSCME, AFL-CIO para incluir los títulos de Especialista de Desarrollo de Economía y Director de Desarrollo Comunitario y enmendar el libro de análisis del personal para el año fiscal 2015.*

g. Resolution No. 291 – 2015

A resolution authorizing the City Manager to enter into a lease with George Figueroa for the rental of 44 Johnes Street Unit 206-J. (Michelle Kelson)

*Una resolución autorizando al Gerente de la Ciudad a entrar en un contrato de arrendamiento con George Figueroa para el alquiler de la unidad 206-J de la 44 de la calle Johnes. (Michelle Kelson)*

2. Engineering/ Ingeniería :

a. Resolution No. 292 -2015

A resolution authorizing the city manager to accept a proposal and execute a contract with Greenman-Pedersen, Inc. In the amount of \$16,500.00 for Professional Engineering Design Services in connection with the City of Newburgh Liberty Street – Streetscape Improvement Lid Stormwater Project. (Jason Morris)

*Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y llevar a cabo un contrato con “Greenman-Pedersen, Inc.” por la cantidad de \$16,500.00 con Servicios de Diseño Profesionales de Ingeniería en conexión con el proyecto de la Ciudad de Newburgh calle Liberty – Mejoría del Paisaje Urbano Cubierta para las Lluvias Pluviales. (Jason Morris)*

3. Discussion Items/ Temas de Discusión:

a. Capital Plan Resolution (John Aber)

*Resolución del Plan Capital (John Aber)*

b. Taxi Regulations (Michael Ciaravino & Michelle Kelson)

*Reglamentos para Taxis*

c. Rewards funding for crime detection (Michael Ciaravino & Michelle Kelson)

*Financiación de Recompensas para la Detención de la Delincuencia (Michael Ciaravino & Michelle Kelson)*

d. DRAFT resolution to authorize the award of a bid and the execution of a contract with \_\_\_\_\_ for gas supply services to the City of Newburgh for a two (2) year term at a cost of \$ \_\_\_\_\_. (John Aber)

*Resolución preliminar para autorizar la otorgación de una propuesta y la ejecución de un contrato con \_\_\_\_\_ por servicios para proveer gas a la Ciudad de Newburgh por un término de un año al costo de \_\_\_\_\_. (John Aber)*

- e. Draft Ordinance No. 13- 2015 amending Chapter 190, “Housing and Property Standards” by enacting new Article IX, entitled “Window Guards” of the Code of Ordinances of the City of Newburgh. (Chief Vatter)

*Decreto preliminar enmendando el Capítulo 190, “Vivienda y Normas de Propiedad” ordenando un artículo nuevo IX, titulado “Protectores de Ventanas” en el Código de Decretos de la Ciudad de Newburgh (Chief Vatter)*

- f. Ward Brothers Park Illegal dumping (Michael Ciaravino & Jason Morris)  
*Descarga ilegal en el Parque de “Ward Brothers”*
- g. Water Department Superintendent search outside City limits. (Councilwoman Holmes)

4. Executive Session/Session Ejecutiva:

- a. Pending Litigation  
*Litigio Pendiente*

RESOLUTION NO.: 285 - 2015

OF

NOVEMBER 9, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN  
AS 368 SOUTH STREET (SECTION 17, BLOCK 2, LOT 26)  
AT PRIVATE SALE TO WILLIAM MORRISOHN, JR. FOR THE AMOUNT OF \$3,000.00

**WHEREAS**, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

**WHEREAS**, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

**WHEREAS**, the City of Newburgh desires to sell 368 South Street, being more accurately described as Section 17, Block 2, Lot 26 on the official tax map of the City of Newburgh; and

**WHEREAS**, the prospective buyer has offered to purchase this property at private sale; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before February 8, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
368 South Street	17 - 2 - 26	William Morrisohn, Jr.	\$3,000.00

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

# Terms and Conditions Sale

## 368 South Street, City of Newburgh (17-2-26)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. Upon the closing, the property shall become subject to taxation and apportionment of 2015-2016 School Taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before February 8, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any

deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.



RESOLUTION NO.: 286 - 2015

OF

NOVEMBER 9, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
CONTRACT WITH REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC.  
TO DEVELOP WORKFORCE SOLUTIONS, SHARE INFORMATION AND  
COORDINATE EMPLOYMENT OPPORTUNITIES FOR QUALIFIED CITY OF  
NEWBURGH RESIDENTS AND NEW AND EXPANDING BUSINESSES IN THE  
NEWBURGH AREA AT A COST TO THE CITY OF \$8,400.00**

**WHEREAS**, since 2011, the City of Newburgh contracted with Workforce Development Institute (hereinafter “WDI”) to recruit and hire a Program Coordinator, establish a specific selection and assessment criteria within the Newburgh population, review caseloads and establish enrollment, engagement and reporting requirements and protocols with community organizations; and

**WHEREAS**, WDI completed the initial project and in 2013 began a new project to create a new system to address many of the workforce and employment structural challenges facing the City of Newburgh by providing a City Communication Plan, Business Support and Vocation Focus; and

**WHEREAS**, the next phase of workforce development is needed to address the employer and business demand for employees and share data and information with agencies who train and support the supply of employees and Regional Economic Community Action Committee, Inc. (RECAP) can provide such services with the funding to be derived from 2014-2015 CDBG workforce development funds; and

**WHEREAS**, Council has determined that entering into a new contract with RECAP for the purposes set forth in the “Scope of Services” of the contract is in the best interests of the City of Newburgh and its residents and citizens alike;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to a contract, in substantially the same form as attached hereto with other provisions as Counsel may require, with Regional Economic Community Action Committee, Inc. to provide the next phase of workforce development initiatives to link employer and business demand for employment with the agencies, service providers and educational institutions who represent and work with the employee supply for a period two month period at a cost to the City of \$8,400.00.

## **AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015

BY AND BETWEEN:

NAME: REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC.

ADDRESS: 40 Smith Street, Middletown, NY 10940

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

a Not-for-Profit Corporation established in accordance with the laws of the State of New York hereinafter referred to as the "SUB-GRANTEE", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY",

**WHEREAS**, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

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

**WHEREAS**, the Sub-grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of their program, which is attached hereto and made a part of this Agreement (Schedule "A"); and

**WHEREAS**, City wishes to engage Regional Economic Community Action Program, Inc. (RECAP) as sub-grantee to conduct the aforementioned program for the period of such agreement; and

**WHEREAS**, the Newburgh City Council has authorized the funding of the program and purpose as detailed in Schedule A, and the project budget not to exceed \$8,400.00 as detailed in Schedule "B";

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

### **Article I. SCOPE OF SERVICES**

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

(2) The Sub-grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

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

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

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

## **ARTICLE II. PAYMENT BY THE CDBG PROGRAM**

(1) The services of the Sub-grantee are to commence upon execution of this agreement and extending for a period from November 1, 2015 and ending December 31, 2015.

(2) This contract may be terminated at any time by either party on ten (10) days' notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

## **ARTICLE III. SERVICES TO BE PROVIDED BY THE CITY**

(1) Upon request by the Sub-grantee, the CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.

(2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

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

- (1) The Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.
- (2) The Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.
- (3) Certified yearly audits of the Sub-grantee must be submitted to the City for review by the City's CPA. If the Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

#### **ARTICLE V. COMPENSATION**

- (1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.
- (2) Total payment under this Contract shall not exceed Eight Thousand Four Hundred (\$8,400.00) Dollars as full payment for all services rendered by the Sub-grantee during the period of this agreement. The adopted budget of the Sub-grantee is annexed hereto as Schedule- "B".
- (3) The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

#### **ARTICLE VI. METHOD OF PAYMENT**

- (1) Within thirty (30) days of the execution of this Agreement, and on a monthly basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:
  - (a) For the first month and for each succeeding monthly period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15<sup>th</sup> of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the City Manager of the City.

- (b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

#### **ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY**

- (1) In carrying out the obligation of this Contract, the Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- (2) The Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.
- (3) The Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.
- (4) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

#### **ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE**

The Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City Manager of the City.

#### **ARTICLE IX. RECORDS AND REPORTS**

- (1) The Sub-grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Sub-grantee, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Sub-grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.
- (2) The Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual

voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the City Manager of the City.

#### **ARTICLE X. AUDITS**

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

(2) The Sub-grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

#### **ARTICLE XI. CONFIDENTIALITY**

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Sub-grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The as Sub-grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Act of the State of New York.

#### **ARTICLE XII. FACILITIES AND PERSONNEL**

The Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Sub-grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Sub-grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Sub-grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Sub-grantee from meeting its obligations under the terms and conditions of this Agreement.

#### **ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS**

(1) The Sub-grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

#### **ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS**

(1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the Community Development Block Grant Program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Sub-grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

#### **ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS**

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

#### **ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT**

The Sub-grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

#### **ARTICLE XVII. CHANGES AND MODIFICATIONS**

The City, at any time by written notice to and with the written agreement of the Sub-grantee, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Sub-grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Sub-grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

#### **ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT**

(1) In the event of termination as herein provided, any completed reports prepared by the Sub-grantee under this Agreement and any material gathered in the preparation of reports under this

Agreement, whether such reports are completed or not, shall become the property of the City/THE CITY and shall be submitted to it.

(2) In the event of termination, the Sub-grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-grantee, the City may withhold from any payments due the Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Sub-grantee.

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

(1) The Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Sub-grantee or its agents, sub-contractors, servants or employees.

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-grantee hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

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

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Sub-grantee, its agents and employees).

(4) The Sub-grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

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



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

**PROPERTY DAMAGE LIABILITY**

Each Occurrence  
\$1,000,000

**PERSONAL INJURY LIABILITY**

Each Person  
\$1,000,000

Occurrence  
\$2,000,000

**ARTICLE XX. MODIFICATION**

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto. Notices of any nature referred to in this agreement shall be in writing by certified mail or delivery by hand, or sent by facsimile. Notices shall be effective on the date of receipt.

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

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

To the Sub-grantee:     Executive Director  
                              Regional Economic Community Action Program, Inc.  
                              40 Smith Street  
                              Middletown, NY 10940

*Remainder of this page intentionally left blank*

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

SUB-GRANTEE

REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC.

By\_\_\_\_\_

Title\_\_\_\_\_

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

CITY OF NEWBURGH

By\_\_\_\_\_

Michael G. Ciaravino  
City Manager  
Per Res. No.

Date\_\_\_\_\_

APPROVED AS TO FORM BY:

APPROVED BY:

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

\_\_\_\_\_  
Comptroller

## SCHEDULE "A"

### SCOPE OF SERVICES

- To develop workforce solutions by focusing on the demand side of the employment equation, sharing workforce intelligence gathered, employment opportunities and openings in training classes with agencies who represent the supply side of employment.
- To share information about job and training leads among all agencies, service providers and educational institutions
- To coordinate outreach to Newburgh residents, long-term unemployed people, formerly incarcerated residents, and youth and inform them about job/training opportunities through contacting their case managers and program directors
- To work with economic development initiatives and develop strategies to meet the needs of new and expanding businesses in the Newburgh area.

RESOLUTION NO.: \_\_\_\_\_ 287 \_\_\_\_\_ - 2015

OF

NOVEMBER 9, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A SATISFACTION IN CONNECTION WITH  
A MORTGAGE ISSUED TO VIOLA OVERBEY  
FOR PREMISES LOCATED AT 6 FORSYTHE PLACE  
(SECTION 9, BLOCK 3, LOT 15)**

**WHEREAS**, by Resolution No.: 105-2010 of May 10, 2010, this Council authorized the acceptance and assumption of all the assets and liabilities of the Newburgh Community Development Agency ("NCDA"), all without consideration, pursuant to Section 554(19) of the General Municipal Law; and

**WHEREAS**, Resolution No.: 105-2010 of May 20, 2010, further authorized the Acting City Manager to execute and accept delivery of any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City; and

**WHEREAS**, the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency issued a mortgage to Viola Overbey in the principal sum of \$1,220.00 for premises located at 6 Forsythe Place (Section 9, Block 3, Lot 15), dated January 17, 1990, and recorded in the Orange County Clerk's Office on April 13, 1990, in Liber 3692 of Deeds at Page 305; and

**WHEREAS**, such amount was paid in full, and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

**WHEREAS**, this Council has determined that executing said Satisfaction as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Viola Overbey for premises located at 6 Forsythe Place (Section 9, Block 3, Lot 15).

## SATISFACTION OF MORTGAGE

### KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

**MORTGAGE** bearing the date of January 17, 1990, made by Viola Overbey to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$1,220.00, and duly recorded in the office of the Orange County Clerk's Office on April 13, 1990 in Liber 3692 at page 305;

which mortgage has not been further assigned of record.

Dated: November \_\_\_\_\_, 2015

CITY OF NEWBURGH

\_\_\_\_\_  
By: Michael G. Ciaravino, City Manager  
Per Resolution No.: \_\_\_\_\_-2015

STATE OF NEW YORK     )  
                                      )     ss.:  
COUNTY OF ORANGE     )

On the \_\_\_\_\_ day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: 288 - 2015

OF

NOVEMBER 9, 2015

**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 2015 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 2015 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 \$19,610.00 from the 2015 Local JAG Award for the City of Newburgh; and the Police Department will utilize the funds for overtime for Community Policing Efforts; and

**WHEREAS**, no City match of dollars or in-kind services is required; and

**WHEREAS**, this Council has determined that such grant 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 enter into an inter-municipal agreement between the County of Orange and the City of Newburgh in connection with the 2015 Byrne Memorial Justice Assistance Grant Program Award to receive funds through the County of Orange under the terms of the grant program.

**Justice Administration Grant Award number 2015-DJ-BX-0991**

**STATE OF NEW YORK  
COUNTY OF ORANGE**

**INTER-LOCAL AGREEMENT  
BETWEEN THE COUNTY OF ORANGE AND CITY OF NEWBURGH, NY  
2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, 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 of \$51,477 and will administrator the FY 2015 JAG award and that further, the County will act as the fiscal agent for said funds; and

**WHEREAS**, funds obtained from the 2015 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 2015 JAG funding in the amount of \$51,477 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 follows:

The City of Newburgh will utilize its portion of the award, \$19,610 for overtime for Community Policing Efforts

The City of Middletown will utilize its portion of the grant \$6,500 to purchase a fixed-pole mounted camera, in which the residents and businesses are provided with an additional critical layer of security for enhancing public safety in the areas of highest activity.

The County will receive \$25,367 toward the operation cost of maintaining a County Law Enforcement Vehicle Locator Dispatching system to benefit all municipal, county, and state police patrol vehicles within the county for police and public safety broadband services.

**WHEREAS**, the CITY and COUNTY believe it to be in the best interests to allocate the FY 2015 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 \$19,610 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**

\_\_\_\_\_  
**Michael G. Ciaravino,**  
City Manager  
Pursuant to Resolution No.: \_\_\_\_\_-2015

\_\_\_\_\_  
Notary Public

Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2015.

**COUNTY OF ORANGE**

\_\_\_\_\_  
Stefan ("Steven") M. Neuhaus  
County Executive

\_\_\_\_\_  
Notary Public

Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2015.

RESOLUTION NO.: 289 - 2015

OF

NOVEMBER 9, 2015

RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,  
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO TRANSFER \$160,000.00 FROM GENERAL FUND CONTIGENCY  
TO POLICE MOTOR EQUIPMENT FOR THE PURCHASE OF FOUR (4) POLICE CARS

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$160,000.00	
A.3120.0202 Police Motor Equipment		<u>\$ 160,000.00</u>
<b>TOTALS:</b>	\$160,000.00	\$160,000.00

RESOLUTION NO.: 290 -2015

OF

NOVEMBER 9, 2015

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING WITH THE CIVIL SERVICE EMPLOYEES  
ASSOCIATION, ORANGE COUNTY LOCAL 836  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-CIO  
TO INCLUDE THE TITLES OF ECONOMIC DEVELOPMENT SPECIALIST AND  
DIRECTOR OF COMMUNITY DEVELOPMENT AND  
TO AMEND THE PERSONNEL ANALYSIS BOOK FOR FISCAL YEAR 2015**

**WHEREAS**, the City Manager has recommended to this Council that the positions of Economic Development Specialist and Director of Community Development be included in the bargaining unit represented by Orange County Local 836, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (Local 836); and

**WHEREAS**, the inclusion of such positions does require the entering into of a Memorandum of Understanding between Orange County Local 836, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (LOCAL 836) and the City of Newburgh (CITY); and

**WHEREAS**, the creation of such positions requires the amendment of the 2015 Personnel Analysis Book for the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Manager be and he hereby is authorized to enter into the Memorandum of Understanding between Local 836 and the City, annexed hereto, in order to include the titles of Economic Development Specialist and Director of Community Development; and

**BE IT FURTHER RESOLVED**, that the Personnel Analysis Book for fiscal year 2015 be and hereby is amended to provide for the placement of the incumbent employees as follows:

8684 - Planning and Development:

Director of Community Development (CSEA)	Grade 28, Step 1 (\$74,013.00)
Economic Development Specialist (CSEA)	Grade 21, Step 1 (\$52,800.00)

**BE IT FURTHER RESOLVED**, that this change of bargaining unit status, grade and step shall be effective upon the dates set forth in the MOU annexed hereto.

## Memorandum of Understanding

By and Between

The City of Newburgh Unit, Orange County Local 836, Civil Service Employees Association, Inc.,  
Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO

And the

City of Newburgh

WHEREAS, the parties desire to reopen the 2011-2017 collective negotiations agreement ("the CBA") for the sole and limited purpose of amending the contractual recognition provision (Article 1) as set forth below, and have reached an agreement setting forth the terms and conditions pursuant to which this will occur.

NOW, THEREFORE, the City and the CSEA agree as follows:

1. The titles of Economic Development Specialist, Director of Community Development will be added to the list of titles included within the bargaining unit as set forth in Article I Section 1.
2. The effective dates on which each titles will be added to the bargaining unit is as follows:
  - a. Economic Development Specialist- September 8, 2015.
  - b. Director of Community Development- October 6, 2015.
3. The salary, grade and step for the employee presently in each title will, as of the relevant date set forth above, be:
  - a. David Kohl - Economic Development Specialist- Grade 21- Step 1- \$52,800.
  - b. Ellen Fillo - Director of Community Development- Grade 28- Step 1- \$74,013.
4. Except as set forth in this Agreement, the City/CSEA 2011-2017 CBA will remain in full force and effect.
5. This Agreement represents the complete agreement between the City and the CSEA with regard to the terms and conditions pursuant to which the Economic Development Specialist and the Director of Community Development titles will be added to the bargaining unit. There are no other agreements, oral or otherwise.
6. This Agreement is subject to ratification by the City Council.

So agreed on this 30 day of October, 2015.

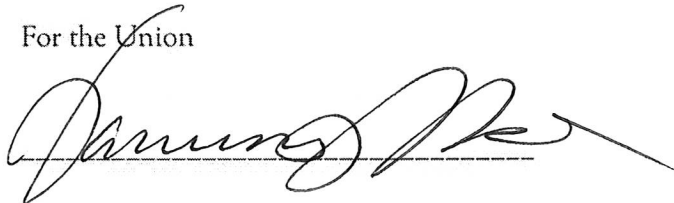
For the City



Michael G. Ciaravino, City Manager  
Per Resolution No.

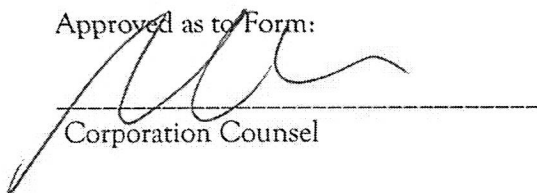
\_\_\_\_\_

For the Union

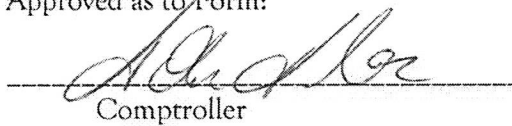


\_\_\_\_\_

Approved as to Form:

  
Corporation Counsel

Approved as to Form:

  
Comptroller

RESOLUTION NO.: 291 - 2015

OF

NOVEMBER 9, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO A LEASE WITH GEORGE FIGUEROA FOR  
THE RENTAL OF 44 JOHNES STREET UNIT 206J**

**WHEREAS**, the City of Newburgh is the owner of real property known as 44 Johnes Street, Unit 206-J; and

**WHEREAS**, George Figueroa has expressed an interest in renting said premises; and

**WHEREAS**, renting said premises requires a lease agreement between the parties;

**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 a lease agreement in substantially the same form as attached hereto with George Figueroa for rental of the premises known as 44 Johnes Street, Unit 206-J for the rental amount of Seven Hundred (\$700.00) Dollars per month, together with such other terms and conditions as may be deemed appropriate and necessary by the City Manager and the Corporation Counsel.

RESOLUTION NO.: <sup>292</sup>\_\_\_\_\_ - 2015

OF

NOVEMBER 9, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH  
GREENMAN-PEDERSEN, INC. IN THE AMOUNT OF \$16,500.00 FOR  
PROFESSIONAL ENGINEERING DESIGN SERVICES IN CONNECTION WITH THE  
CITY OF NEWBURGH LIBERTY STREET – STREETSCAPE IMPROVEMENT  
LID STORMWATER PROJECT**

**WHEREAS**, the City of Newburgh issued a Request for Qualifications for professional engineering services for the design of the City of Newburgh Liberty Street – Streetscape Improvement LID Stormwater Project (the “Project”); and

**WHEREAS**, the City of Newburgh received three responses to the RFQ, and upon review and evaluation of the proposals submitted, the staff recommends that a contract for design services for the Project be awarded to Greenman-Pedersen, Inc.; and

**WHEREAS**, this Project is intended to set a new City standard for future reconstruction projects involving the City’s streetscape to incorporate Green Infrastructure Practices, and will include Liberty Street between Ann Street to the South and Broadway to the north and the northern intersection portion of Ann Street and the Southern intersection portion of Broadway; and

**WHEREAS**, funding for the design phase of the Project in the amount of \$16,500.00 shall be derived from CDBG funds; and

**WHEREAS**, this Council has reviewed the proposal and determined that entering into a contract with Greenman-Pedersen, Inc. is in the best interests of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and to execute a contract with Greenman-Pedersen, Inc., in the amount of \$16,500.00 for professional services in connection with the design of the City of Newburgh Liberty Street – Streetscape Improvement LID Stormwater Project.

October 21, 2015

Mr. Chad Wade  
City of Newburgh  
City Hall  
83 Broadway, Fourth Floor  
Newburgh, NY 12550

**RE: REQUEST FOR PROPOSALS • Professional Design Services**  
**Liberty Street/Ann Street CDBG Sidewalks, City of Newburgh, NY**

Dear Mr. Wade:

Please accept the following as Greenman Pedersen, Inc.'s (GPI) proposal for the City of Newburgh Liberty Street –Streetscape improvement LID stormwater project. GPI understands that this project will act as a new City Standard for reconstruction of the city streetscape going forward. The project limits includes Liberty Street between Ann Street to the South and Broadway to the north and the northern intersection portion of Ann Street and the Southern intersection portion of Broadway (hereinafter referred to as the Project Site). It is understood that this work is meant to be a new City standard for reconstruction of its streetscapes going forward. Although additional minor engineering will likely be required dependent on the specific location, the deliverables associated with this design work shall be owned by the City to utilize City wide.

### **Scope of Services**

#### **Task 1 Survey**

GPI will have a topographic and utility survey completed for the project site for the purposes of design and evaluation of contributing drainage area to the Project Site. The survey will include right-of-way and topographic/Utility survey for the referenced corridor. The limits of survey will be 30 feet outside of the right of way line or to adjacent building faces. All physical features including top and bottom of curbs, sidewalks, utility structures, poles, pavement striping, retaining walls, trees, etc. will be located. Contours will be shown on a 1 foot interval. Underground utilities will be shown based on physical location of surface features and readily available existing mapping of record. Two benchmarks will be set within the project site. All mapping will be completed in AutoCAD. Note it is understood that the City has 2 foot contour data that was derived from 2004 LIDAR work that can be used to preliminarily determine the contributing drainage area.

#### **Task 2 Preliminary Design Plans**

Preliminary Design Plans will be prepared based upon the concept sketch provided by the City Engineers office. A project information exchange kick-off meeting with City Staff will be completed to aid in the design of the preliminary Development Plans. The design will take into account anticipated Green Infrastructure (G.I.) practices designed to relieve as much stormwater as possible from the combined sewer system. G.I. detailing will be advanced as the design progresses. Initial detailing will identify material options that work





with the Historic District and will not simply be limited to replacing/resetting the existing sidewalk bluestone. Colored and stamped concrete have been suggested as viable options by the City Engineers office.

GPI also proposes to develop and issue a preliminary estimate of potential costs with the Preliminary Design so that all parties have an understanding of budgetary needs and constraints prior to proceeding with Construction Documents.

### **Task 3 Construction Documents and Design Specifications**

Based upon review of the preliminary plan and further discussion with City staff GPI will develop construction documents that are site specific to the Project Site. Construction documents will include detailing of materials, pavement patterns, curbing options, plantings, signs, Lighting and G.I. practices.

Related permitting and approvals required for this work will be included in this task. GPI will work with the City Engineers Office to determine what approvals and permitting may be required for this streetscape improvement project.

### **Schedule**

GPI is prepared to start survey work on this project within one week of authorization to proceed and anticipates that this authorization date will be around October 26, 2015. The following schedule is envisioned; however GPI will work with you to expedite this schedule where feasible during the design and review process.

<b>Task</b>	<b>Weeks after Authorization</b>
▪ Survey	Week 1 - 4
▪ Preliminary Development Plan Phase	Week 1 – 7
▪ Final Construction Documents	Week 8 - 14

### **Professional Services Fee Schedule**

GPI proposes to bill each task as indicated in the following Fee Schedule Summary. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Fee tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed.

<b>Task No.</b>	<b>Task Description</b>	<b>Professional Fee</b>
<b>1</b>	Survey	<b>\$2,800</b>
<b>2</b>	Preliminary Development Plans	<b>\$6,200</b>
<b>3</b>	Construction Documents & Specifications	<b>\$7,500</b>
<b>Total Project Budget</b>		<b>\$16,500</b>



If required, all work authorized by the client, beyond the Scope of Services presented in this proposal will be performed on a time and material basis at the following hourly rates:

Principal	\$175.00
Senior Project Manager	\$165.00
Project Engineer   Landscape Architect	\$ 85.00
Junior Engineer   Landscape Architect	\$ 65.00

#### Agreement

As initial authorization to schedule this work please sign below and return a copy of this letter.

As formal authorization to advance the referenced work please review, sign and return a copy of attached Standard Agreement. Alternately the City may forward the City's contract for review and execution by GPI.

Please feel free to contact me at (518) 453-9431 ext. 207 or 518-469-3722 (cell) if you have any questions. GPI looks forward to being a team member, working with you to see your project through successfully to completion.

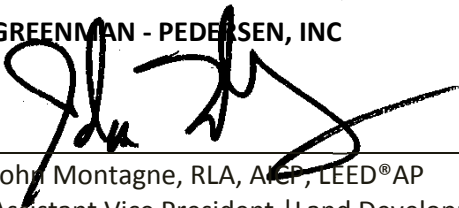
Authorization:

\_\_\_\_\_  
Michael G. Ciaravino, City Manager

\_\_\_\_\_  
Date

Sincerely,

**GREENMAN - PEDERSEN, INC**



\_\_\_\_\_  
John Montagne, RLA, AICP, LEED®AP  
Assistant Vice President | Land Development Department Manager

Attachments [Standard Agreement]

Cc: Fred Mastroianni, PE  
File

## **GREENMAN-PEDERSEN, INC. TERMS AND CONDITIONS**

Greenman-Pedersen, Inc. (GPI) will provide engineering services for the City of Newburgh, Liberty Street/Ann Street CDBG Sidewalks project in accordance with the following Terms and Conditions.

### **1. PURPOSE**

Client hereby retains Greenman-Pedersen, Inc. (GPI) and GPI's sub consultant's if any, herein collectively known as GPI to perform the services described in the Proposal for Professional Services dated October 21, 2015 which is hereby made a part of this Agreement. The proposal provided shall be valid for a period of ninety (90) days. All assignments will be billed on a percentage completion on a Lump Sum Fee.

### **2. DURATION OF SERVICE**

The terms, conditions, rate structures and duration of continuing services provided under any Agreement shall continue for the duration of the contract unless requested otherwise in writing.

### **3. CHANGES**

Any additional terms, items, services or personnel requested by the Client that fall outside the scope of the Agreement shall be negotiated as addenda to the Agreement at the time of such request. Such Agreement can only be modified in writing, signed by both parties.

### **4. TERMINATION**

Either party shall have the right, at any time, to terminate a project which is the subject of this Agreement, in whole or in part, with or without cause, by giving the other party thirty (30) days written notice in advance of the intended termination date. In the event the project is so terminated, Client shall reimburse GPI for all costs incurred by GPI to the date of termination, or associated with such termination, plus any applicable fee or surcharge. Should Client reinstate said project, the provisions of the Agreement shall remain applicable, subject to good faith renegotiation of the contract price and/or fee schedule to account for any escalation.

### **5. INVOICING**

- a. Invoices will be issued on a monthly basis and will indicate the percentage of completion of each portion of the required services.
- b. Normal accounting/invoicing procedures of GPI shall be used. Specific requirements of the Client as to invoicing, support information, and approval of such must be requested by the Client prior to invoicing. Costs for providing any required special invoicing procedures shall be reimbursable from the Client.
- c. Unless otherwise agreed to in writing, terms of sale are on receipt in U.S. funds on date of invoice. Responsibility for payment of all invoices is binding upon the Client and is not to be delayed beyond GPI terms while waiting for payment from a third party to the Client. Accounts thirty days over are subject to a service charge of 1½ percent per month.
- d. Any disputed invoice must be lodged with GPI within 30 days of receipt, in writing. Payment shall be made within GPI terms pending resolution of the dispute at which time appropriate credit or reimbursement shall be made by GPI.

### **6. RETAINER**

- a. A retainer in the amount of \$0.00 will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

## **7. INDEMNITY**

GPI shall protect, indemnify and save harmless Client from any and all cost, damage or expense directly arising from any claim of death or injury to persons and/or damage to property directly arising out of the performance of Work under this Agreement to the extent that GPI is legally liable for such claims. In the event that both Client and GPI appear to be liable for such claims, both parties agree to cooperate in defending such claim and shall share expenses in such proportion as their liability is found to be present by mutual agreement, final decisions of arbitration, or final judgment of a court.

## **8. INSURANCE**

- a. Unless otherwise directed by Client to secure additional insurance at the Client's expense, GPI shall carry the following insurance. The limits, where indicated, are provided under blanket policies issued and regularly carried to cover all operations:
  - i. Workers' Compensation insurance to statutory limits and Employer's Liability insurance to a limit of \$1,000,000, both being applicable to all employees engaged in the Work.
  - ii. Primary Comprehensive General Liability insurance, including Contractor's Protective (Contingent), Contractual, and Completed Operations, to a combined single limit of \$1,000,000 for bodily injury and property damage claims arising out of any one accident and \$2,000,000 General Aggregate.
  - iii. Primary Comprehensive Automobile Liability insurance, to a combined total single limit of \$1,000,000.
  - iv. Umbrella Form Excess Liability of \$4,000,000.
  - v. When required by the Client, GPI will secured Professional Liability and/or Contractual Liability insurance as an additional cost to be paid by the Client.
- b. GPI shall furnish, upon request, certificates showing that the above insurance coverages will be in effect during the term of any assignment arising out of this Agreement.
- c. GPI will only instruct its insurance carriers to waive subrogation of other parties or name other parties as additional insured at additional cost to its Clients.

## **9. WARRANTY**

- a. GPI shall warrant for a period of one (1) year from the date of Completion of the Work (as is defined in the Scope of Work) that the services to be furnished shall conform to standards of professional practice customary for services of a similar nature. Should any failure to so conform be proven during the term of the warranty, GPI shall, upon notification, revise or replace, at the option of GPI, the specifications, reports, software or other work product(s) of GPI.
- b. The provisions, and in particular the technical and numerical provision which appear in the contract documents, the specification, and any other engineering documents are descriptive only and are not guarantees or warranties, nor are they guaranteed or warranted unless expressly stated so in writing.
- b. The foregoing warranty and remedy for breach thereof are exclusive and conditioned upon time notification by Client. THEY ARE GIVEN BY GPI IN LIEU OF ANY AND ALL OTHER REMEDIES, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

## 10. LIMITATION OF LIABILITY

Whether arising in Contract, equity, tort (including strict liability) or otherwise, GPI, its affiliates, and its subcontractors and the employees of each shall not be responsible or liable for loss of profit, loss of operating time, or loss of, or reduction in use of, any facilities (including existing facilities) or any portion thereof, increased expense of construction, operation, or maintenance, expense of replacement products, or for any special, indirect, or consequential damages. GPI total liability to Client for any claims resulting from an Agreement, whether arising in contract, equity, tort (including strict liability), shall not exceed \$1,000,000 or the total agreed-upon price for the work scope specified, whichever is less.

## 11. ASSIGNMENT

This Agreement, and any assignment arising out of this Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. GPI shall be permitted to delegate performance of all or a portion of the Work to any of its affiliates.

## 12. WAIVER

Waiver by either GPI or Client of any breach by the other of any of the terms or provisions of any Agreement shall be deemed not to be a waiver of breach on any other occasion of the same terms or provisions, or a waiver of breach of any other term or provision thereof.

## 13. RECORDS

- a. Unless otherwise expressly stated, all Work (such as documents, drawings, specifications or computer software) shall be prepared by GPI using its current standards and practices and remain the property of GPI. Client use of computer software is governed by a licensing agreement and fee.
- b. The Client has the unrestricted right to use the Work for the project or facility that is the subject of the assignment. The work is not intended or represented to be suitable for reuse by the Client or third parties as extensions of the project or facility or on any other project or facility except as noted in the proposal as part of the City Standards for Green Infrastructure G.I. practices. Any reuse without written permission, verification, or adaptation by GPI will be at Client's sole risk and GPI shall have no liability or responsibility for such reuse. The Client shall indemnify and hold harmless GPI from all claims, and damages, including attorney's fees arising from such reuse. Any verification or adaptation is not included with the Scope of Work and GPI shall be entitled to further compensation for such services.
- c. GPI shall retain project files which it has in its possession at the time of project completion including final project deliverables (reports, drawings, specifications, magnetic tapes, laboratory results, etc.) for five (5) years from completion of a project. The Client has the right to obtain copies upon payment of a copying fee. GPI may agree to provide retention beyond five (5) years if requested by the Client and Client agrees to pay all costs of such further retention.
- d. GPI shall use reasonable care in maintaining project records. All documents, files, and other materials provided or turned over to GPI shall remain the property of the Client. GPI shall treat all such documents, files, and material as confidential and shall safeguard them as GPI usually safeguards its own confidential information. Should such documents, files or other materials be damaged, destroyed or otherwise rendered unusable by circumstances beyond GPI's reasonable control, GPI shall be relieved of responsibility for retaining such records.

## 14. PROPRIETARY INFORMATION

GPI and Client anticipate that they may reveal certain proprietary and confidential information to each other during the performance of the Work. Both GPI and Client agree to maintain the confidentiality of all such information and to take all appropriate measures to do so, such as, but not limited to, informing all persons having access to information of its confidential nature. Client shall not have any right to divulge the general scope and approximate scope of Work on this project for any other projects.

**15. GOVERNING LAW**

Any Agreement resulting from a Proposal, its administration and performance, and all rights, obligations, liabilities and responsibilities of the parties hereto, shall be governed by and interpreted in accordance with the laws of the State of New York.

**16. ENTIRE AGREEMENT**

This is the entire Agreement of the parties. This Agreement supersedes all other prior negotiations, representations or agreements, written or oral. This Agreement may be supplemented, amended or revised only in writing by agreement of the parties hereto.

**AGREEMENT**

This Agreement is made by and between \_\_\_\_\_

hereinafter known as the client, whose principal place of business is located at City of Newburgh, City Hall, 83 Broadway, Newburgh, NY 12550.

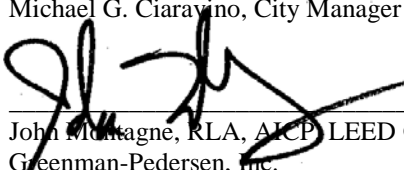
AND

Greenman-Pedersen, Inc., hereinafter known as the consultant, whose principal place of business is located at 80 Wolf Road, Albany, NY, 12205.

The parties hereto, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ agree to be bound by the within Terms and Conditions.

\_\_\_\_\_  
Michael G. Ciaravino, City Manager

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Montagne, RLA, AICP, LEED ® AP  
Greenman-Pedersen, Inc.

\_\_\_\_\_  
10/29/15

\_\_\_\_\_  
Date

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

November 9, 2015

\* \* \*

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on November 9, 2015, at \_\_\_\_\_ o'clock P.M. (Prevailing Time).

There were present: Hon. Judy Kennedy, Mayor; and  
Councilpersons:

There were absent:

Also present: Lorene Vitek, City Clerk

\* \* \*

\_\_\_\_\_ offered the following resolution and moved its  
adoption:

RESOLUTION NO. \_\_\_\_ -2015

OF

NOVEMBER 9, 2015

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED NOVEMBER 9, 2015, AUTHORIZING VARIOUS CAPITAL PROJECTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$6,270,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$6,270,000 BONDS OF SAID CITY TO FINANCE SAID APPROPRIATION AND AUTHORIZING THE APPLICATION OF ANY AID RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:



Section 1. The City of Newburgh, in the County of Orange, New York (herein called the “City”), is hereby authorized to construct, acquire or undertake the various projects as described in column A of Schedule I attached hereto and hereby made a part hereof, at the estimated maximum costs indicated in column B of such Schedule I, such projects having been determined to be Type II actions for purposes of the State Environmental Quality Review Act (“SEQRA”) which will not have a significant impact on the environment and require no further proceedings under SEQRA. The total estimated cost of such projects, including preliminary costs and costs incidental thereto and to the financing thereof, is \$6,270,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of not to exceed \$6,270,000 bonds of the City, and any bond anticipation notes issued in anticipation of the sale of such bonds, to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and notes and the interest thereon as the same shall become due and payable and application of any aid received from the State of New York to be expended towards the cost thereof or redemption of the bonds or notes issued therefor or to be budgeted as an offset to the taxes for the payment of principal and interest on said bonds or notes.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$6,270,000 are hereby authorized to be issued in the principal amounts indicated in column C of Schedule I for each of the respective objects or purposes indicated in column A of such Schedule I, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called “Law”), to finance the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes and classes of objects or purposes for which said bonds are authorized are to be issued, within the limitations of §11.00 a. of the Law as referenced in column E of the attached Schedule I, are set forth in column D of the attached Schedule I.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the

authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Comptroller/Director of Finance, the chief fiscal officer of the City.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

“The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged.”

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in full, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in "*The Sentinel*," "*The Mid Hudson Times*," and "*The Hudson Valley Press*," three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The adoption of the foregoing resolution was seconded by

\_\_\_\_\_ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

\*\*\*\*\*

## Schedule I

### 2015 Capital Improvement Plan

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>Project Description (object or purpose)</u>	<u>Estimated Maximum Cost</u>	<u>Amount of Bonds Authorized</u>	<u>Period of Probable Usefulness</u>	<u>PPU Section 11.00 a. Reference</u>	<u>Specific or Class of Objects and Purposes</u>	<u>State Aid Expected</u>
Improvements to Mill Street Bridge over Quassaick (B1N#2223610) including design of rehabilitation & construction and repair of scoured footing condition	\$ 200,000	\$ 200,000	20	10	S	YES
Muchattoes Lake Dam – Hazard Assessment, Emergency Action Plan & Engineering Assessment	700,000	700,000	30	22 (a)	S	
Police Vehicles	160,000	160,000	3	77	C	
Water System Improvements including Browns Pond-Silver Stream Dam - Headwall & Spillway Repairs, Washington Lake Dam -Low Level Drain, Washington Lake Dam -Slope Stability Analysis & Sod Borings, Washington Lake Dam -Spillway Design & Reconstruction, Washington Lake Dam -Survey & Infill low/wet area along Old Little Britain Road, Washington Lake Gatehouse - Material Testing, Dive Inspection, & Remediation, Acquisition of equipment for Water Filtration Plant - Chemical Bulk Storage upgrades	\$2,885,000	\$2,885,000	40	1	C	
Demolition of Brown's Pond House (Mt. Airy Road)	\$ 150,000	\$ 150,000	10	12-a	S	
Sewer System improvements including Regulator#2 Upgrades (LTCP) South Water Street Separation & Pump Station Project (LTCP), Reconstruction of Combined Sewer Outfall Pipe #12 (CSO#12) under CSX, Asset Management – Sewer Camera and Related Hardware	\$2,625,000	\$2,625,000	40	4	C	
Totals:	\$6,720,000	\$6,720,000				

CERTIFICATE

I, LORENE VITEK, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on November 9, 2015, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this \_\_\_\_\_ day of November, 2015.

(SEAL)

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

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND  
**TO BE PUBLISHED**  
WITH RESOLUTION AFTER ADOPTION)

NOTICE

The resolution published herewith has been adopted on November 9, 2015, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

LORENE VITEK  
City Clerk



RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

NOVEMBER 9, 2015

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND  
THE EXECUTION OF A CONTRACT WITH \_\_\_\_\_  
FOR GAS SUPPLY SERVICES TO THE CITY OF NEWBURGH FOR A TWO (2) YEAR  
TERM AT A COST OF \$ \_\_\_\_\_

**WHEREAS**, on behalf of the City of Newburgh, M & R Energy Resources Corporation  
has duly advertised for bids for the gas supply services contract; and

**WHEREAS**, bids have been duly received and opened and \_\_\_\_\_ is the low  
bidder;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New  
York, that the bid for the gas supply services contract be and it hereby is awarded to  
\_\_\_\_\_, providing for a two (2) year term at a cost of \$\_\_\_\_\_, and that the  
City Manager be and he is hereby authorized to execute a contract for the provision of gas supply  
services, with all such terms and conditions as may be required by the Corporation Counsel.

ORDINANCE NO.: \_\_\_\_\_ - 2015

OF

\_\_\_\_\_, 2015

**AN ORDINANCE AMENDING CHAPTER 190, "HOUSING AND PROPERTY STANDARDS" BY ENACTING NEW ARTICLE IX, ENTITLED "WINDOW GUARDS" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

BE IT ORDAINED by the City Council of the City of Newburgh, New York that Chapter 190 "Housing and Property Standards", be amended to enact new Article IX "Window Guards" as follows:

**SECTION 1. Article IX. Window Guards**

Section 190-117. Title and legislative intent.

This Article shall be known as "Window Guards." The purpose of this Article is to ensure the protection of young children from deaths or injuries due to falls from windows. Window guards save lives and therefore should be installed in apartments and in common public hallway windows where children age ten years old or younger live. Window guards are a simple but important way to help protect children.

Section 190-118. Definitions.

CHILD or CHILDREN - Any person ten years of age or younger.

LANDLORD - The owner, agent, or other person who manages or controls a multi-family dwelling.

MULTIFAMILY DWELLING - a mixed-use or residential building consisting of three or more dwelling units, rooms or apartments.

MUNICIPAL OFFICER - The Fire Chief, Code Compliance Supervisor, and the Building Inspector or such official within that department as may be designated by the Code Compliance Supervisor in writing.

TENANT - The lessee or other occupant regularly residing within a rental unit.

Section 190-119. Window guards.

- A. Installation and maintenance required. Every person who owns, manages or controls a multifamily dwelling as defined herein shall provide, install and maintain a window guard of a type acceptable to the Municipal Officer of the City of Newburgh on all windows in each apartment where a child or children 10 years of age or under resides and on all windows in the common public halls. It shall be the duty of each person required to provide, install and maintain a window guard to ascertain whether such children reside therein. Installation shall be made in accordance with specifications provided by the Municipal Officer. This section shall not apply to windows that are a required means of egress from the dwelling. No certificate of appropriateness is required for installation of window guards in multifamily dwellings located within the East End Historic District and the Colonial Terraces Design District.
- B. Obstruction and interference. No occupant or tenant of a multifamily dwelling, or other person, shall obstruct or interfere with the installation of the window guards required by subsection A nor shall any person remove such window guards.
- C. Installation and maintenance upon request or order. Every person who owns, manages or controls a multifamily dwelling, as defined herein, is required to provide, install and maintain window guards when requested to, even when a child in the protected category does not reside in the subject apartment, within 30 days of a written request to do so, except that this subsection shall not apply to windows that are a required means of egress from the dwelling.
- D. Notification to tenants.
  - 1. All leases offered to tenants in rental units shall contain a notice in the following form and content: "You are required by law to have window guards installed in all windows if a child ten years of age or younger lives in your apartment. Your landlord is required by law to install such window guards. It is a violation of law to refuse, interfere with installation, or remove window guards where required."
  - 2. Said notice shall be separately signed and dated by the tenant who signed the lease indicating clearly whether a child ten years of age or under is, or will be, residing in the leased premises.
  - 3. If the landlord does not require a written lease, said notice described in this section shall be provided separately prior to the tenant taking possession.
  - 4. No communication from a landlord or tenant shall indicate that the installation of window guards is optional or in any manner dependent upon payments by the tenant.
- E. Tenant Obligation to Provide Information and Access.
  - 1. No tenant shall refuse or unreasonably fail to provide accurate and truthful information regarding the residency of children therein, or refuse, prevent, or obstruct any inspection required by this Article.
  - 2. A landlord who has been denied access for the purpose of installing window guards required by this Article, shall notify in writing the Municipal Officer. Said statement shall specify the landlord's efforts to gain access and the circumstances of denial. The requirements of this Article may be temporarily waived by the Municipal Officer until access can be obtained.

3. Tenants must respond to mandated inquiries by landlords as to their window guard needs. It is a violation of the law to fail to do this. Tenants must also provide access and permit installation of guards and stops, where required.

Section 190-120. Procedures for Requesting a Window Guard Variance.

- A. All requests for variances must be submitted in writing for review by the Municipal Officer. Requests for variances will be entertained only if submitted by the owner, agent or manager of a building. When necessary, the presence of the landlord or his agent may be required to amplify and respond to questions.
- B. Requests for variances will be entertained when the installation of a window guard proves to be impossible for structural reasons or when installation according to the standards is infeasible. Variances may permit non-compliance or deviation from the standards.
- C. Letters of application should include the following:
  1. Name, address and telephone number of the applicant;
  2. Address of the multifamily dwelling for which the variance is being requested, and the type and number of windows involved;
  3. Reason for the request;
  4. Description of the conditions warranting the request including a photo and/or mechanical drawing of the windows in question, depicting the particular structural aberration making the request necessary.
- D. After approval, all variances are subject to review, renewal, or retraction should abuse of the procedural requirements be identified or should conditions change.

Section 190-121. Penalties.

Any person who violates any provisions of the Article or of the rules and regulations issued hereunder shall be guilty of an offense punishable by a fine of not less than \$500.00 and not more than \$1,000.00 or by imprisonment for a term not to exceed 15 days or both such fine and imprisonment. Every day that a violation continues shall constitute a separate and distinct offense.

Section 191-122. Severability.

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

SECTION 2. This ordinance shall take effect 60 days after its adoption by the City Council and shall apply to all leases entered into after the effective date.