City of Newburgh Council Work Session
Sesión de trabajo del Concejal de la Ciudad de Newburgh
March 19, 2015
6:00 p.m.
AGENDA

1. Reminder:
   Certificates of Achievements will be presented to the Newburgh Enlarged School District's Swim Team & Wrestling Team.

2. Presentations & Discussions/ *Presentaciones*:
   a. A Jobs Plan presentation will be given by Councilwoman Gay Lee.

   b. Update on Long Term Control Plan.

   c. Overview of wastewater treament plant.

3. Engineering /*Ingeniería*:

   a. Resolution No. 44-2015 (Old Business)
   A resolution authorizing the City Manager to accept a proposal and execute an agreement with Envirologic of New York, Inc. for asbestos testing services for City Hall at a cost of $4,060.00.

   b. Resolution No. ( )-2015
   A resolution authorizing the City Manager to accept a proposal and execute a contract with Severn Trent in the amount of $18,750.00 for modifications to and additional work on the Industrial Pretreatment Program to resolve violations at the Wastewater Treatment Plant.

   Resolution No. ( )- 2015
   A resolution authorizing the City Manager to execute an amendment to a contract with Barton & Loguidice, D.P.C. for Professional Engineering services in an additional amount not to exceed $15,000.00 for the CDBG Program Administration Services in the Liberty Street and Grand Street Combined Sanitary Sewer Improvements Project.

c. Resolution No. ( ) – 2015
A resolution authorizing the City Manager to accept a proposal and execute an agreement with the Chazen Companies, Inc. for a Soil Vapor Intrusion Pilot Test and Design related to the future installation of a sub-slab depressurization system at the Department of Public Works building at a cost of $11,000.00.

d. Resolution No. ( ) – 2015
Resolution amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer $11,060.00 from General Fund Contingency to Engineering – Consultants Services.

4. Planning and Economic Development/*Desarrollo Económico y Planificación*

a. Discussion on the Land Bank Property Acquisition

b. CDBG 5 year Plan Update

c. Resolution No. ( )-2015
A resolution authorizing the settlement of litigation regarding the In Rem Tax Foreclosure of Liens for the year 2011 relative to 20 Dubois Street (Section 30, Block 1, Lot 38), 41 Dubois Street (Section 29, Block 5, Lot 15) and 43 Dubois Street (Section 29, Block 5, Lot 14) and authorizing transfer of said real property to the Newburgh Community Landbank.

d. Resolution No. ( )-2015
A resolution of the City Council authorizing the City Manager to execute a memorandum of understanding with the Newburgh Community Land Bank and expressing continued support for the Broadway Corridor Strategic Action Plan for the City of Newburgh.

e. Resolution No. ( )-2015
A resolution reallocating remaining portion of the $196,000.00 Economic Development Initiative Grant from the United States Department of Housing and Urban Development for the Broadway corridor plan and zoning implementation work with the Pace University Land Use Law Center and tree survey work by the Conservation Advisory Council and authorizing an agreement with the Pace University Land Use Law Center as a sub-recipient of the grant funds allocated to the Broadway Corridor Plan.

f. Resolution No. ( )-2015
A resolution of the City Council establishing continued support for the City of Newburgh's distressed property remediation policy.

g. Resolution No. ( )-2015
A resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Devender Chhabra to the premises known as 187-191 Broadway (Section 36, Block 1, Lot 1)

5. Grants/Contracts and Agreements / *Becas / Contratos y Convenios*

a. Resolution No. ( )-2015
A resolution authorizing the City Manager to apply for and accept if awarded a grant from the United States Department of Justice for the Violent Gang and Gun Crime Reduction Program (Project Safe Neighborhood) for a maximum grant award of $500,000.00 with no City match required.

b. Resolution No. ( )-2015
A resolution authorizing the City Manager to apply for and accept if awarded an IBM Smarter Cities Challenge Grant with an award of up to $500,000 to upgrade and improve the telemtry within the combined sewer overflow regulators and diversion manholes in connection with the City of Newburgh's Long Term Control Plan.

c. Resolution No. ( )-2015
A resolution authorizing the City Manager or the Chief of Police as Manager's Designee to execute an Inter-Municipal Agreement with the County of Orange confirming City of Newburgh participation in the Stop-DWI Program for the enforcement period of March 13, 2015 to January 1, 2016 and providing the City of Newburgh with an award not to exceed $2,696.00 covering 60 man-hours for the first enforcement period of 2015 (March 13, 2015 – May 26, 2015)

6. Recreation:

a. Resolution No. ( )-2015
A resolution authorizing the execution of a license agreement for use of Delano-Hitch Recreation Park by the East Coast Baseball League.

b. Resolution No. ( )-2015
A resolution authorizing the execution of a license agreement for use of Delano-Hitch Recreation Park by the Newburgh Nuclears.

c. Ordinance No. 3- 2015 (Old Business)

An Ordinance amending section 163-1 “Schedule of Code Fees” of Chapter 163 “Fees” of the Code of the City of Newburgh.

7. Discussion Items:

a. Scheduling a public hearing on Zoning Code for April 13, 2015 meeting.

b. Status of MTA Ferry Service and the Ferry Parking Lot

c. Status of River Rose, dock usage, Pride of the Hudson/Torches Marina and others

d. Mayor’s Roundtable Economic Development Policy Statement.

e. Status of Skate board Park

f. Enforcement of Rental Registry & Tobacco Retail Licenses

g. Status of availability of the Consolidated Iron Site for events and use for the summer of 2015.

h. Interest Rates on delinquent taxes

i. Mill St. Partners

j. A local law amending City Charter Section C5.05 Entitled “Duties of City Manager” of the Code of the City of Newburgh

RESOLUTION NO.: ____44_____ - 2015

OF

MARCH 9, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH ENVIROLOGIC OF NEW YORK, INC. FOR ASBESTOS TESTING SERVICES FOR CITY HALL AT A COST OF $4,060.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Envirologic of New York, Inc. for asbestos testing services for City Hall located at 83 Broadway; and

WHEREAS, the proposal includes sampling, evaluation and inspections; and

WHEREAS, the cost for these services will be $4,060.00 and such funding shall be derived from A.1440.0455 Engineering – Consultants Services; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Envirologic of New York, Inc. for asbestos testing services for City Hall at a cost of $4,060.00.

The City of Newburgh
City Hall
83 Broadway
Newburgh, NY 12550
Mr. Michael Ciaravino
C/O Mr. James Morris
jmorris@cityofnewburgh-ny.gov

Re: City Hall 83 Broadway, Newburgh, NY – Asbestos Inspection

Dear Mr. Ciaravino,

Thank you for allowing Envirologic of New York, Inc. **(ENVIROLOGIC)** the opportunity to provide you a quote for Environmental Consulting Services for your renovation/demolition project for **Newburgh City Hall, 83 Broadway, Newburgh, New York.** The following proposal is based on the estimated costs for the inspection of the building for asbestos. This proposal is based on the inspection locations identified on the provided drawing and on observed and assumed suspect materials that were identified during a building walkthrough by Mr. Kyle Mungavin **(ENVIROLOGIC)** on Thursday, February 20th, 2015. The services include:

1. Limited asbestos inspection and analysis of suspect asbestos containing materials present at each identified location.

Description	Quantity	Unit Cost[1]	Total
Asbestos Inspector Hours	4	$50.00	$200.00
Friable PLM Bulk Sample Analysis	28	$15.00	$420.00
NOB PLM/TEM Bulk Sample Analysis	34	$70.00	$2,520.00

Notes:

1. *Hourly rates are based on a regular eight (8) hour weekday shifts. Any additional hours will be charged at the overtime rate of one and a half times the hourly rate. Overtime Rates Apply to: Weekdays Over 8 Hours On-Site/Saturdays/Sundays/Holidays.*
2. *All cost for reporting are included in the provided unit rates.*
3. *Actual hours and samples will be billed accordingly.*

TOTAL ESTIMATED PROJECT COST = $3,140.00

NOTICE TO PROCEED:

1. **Payment is due upon receipt of final report.**

2. **Work will begin as soon as a signed copy of this proposal is received by our office. Please sign and return by fax/email.**

Client Name & Address:	**Project Location:**
The City of Newburgh City Hall 83 Broadway Newburgh, NY 12550 Mr. Michael Ciaravino	City Hall 83 Broadway Newburgh, NY 12550
Signed by:	**Date:**

If you have any questions regarding the enclosed, please do not hesitate to email me at mungavin@elogicny.com or call me at 845.462.1466. Thank you for your time and consideration.

Sincerely,

Kyle Mungavin
Director of Field Operations
Envirologic of New York, Inc.

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH SEVERN TRENT IN THE AMOUNT OF $18,750.00 FOR MODIFICATIONS TO AND ADDITIONAL WORK ON THE INDUSTRIAL PRETREATMENT PROGRAM TO RESOLVE VIOLATIONS AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the United States Environmental Protection Agency ("EPA") inspected the City of Newburgh Wastewater Treatment Plant and found violations in connection with the City's Industrial Pretreatment Program with regulations issued under the Clean Water; and

WHEREAS, the EPA has issued an Administrative Compliance Order to resolve the violations by required the City to complete certain work to bring the IPP into compliance with applicable regulations to avoid the payment of any civil penalties; and

WHEREAS, Severn Trent has submitted a proposal for modifications to and additional work on the IPP at a cost of $18,750.00 which shall be derived from G.8130.0448; and

WHEREAS, this Council has determined that accepting a proposal and entering into a contract with Severn Trent to complete work required to resolve the violations at the WWTP 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 hereby is authorized to accept the proposals and execute a contract in the amount of $18,750.00 with Severn Trent, in substantially the same form as annexed hereto and made part hereof with other provisions as Corporation Counsel may require, for modifications to and additional work to bring the City's Industrial Pretreatment Program into compliance with applicable regulations as required by the terms of the EPA Administrative Compliance Order.

City of Newburgh Action Plan to Address Findings from US EPA IPP Audit Conducted November 18, 2014

No	Requirements	Actions to be taken	Who	Dependencies	ST Additional Costs
1	Newburgh must sample the hauled waste from the Pizza Shop to determine whether or not it can meet local limits, including local limits for oil and grease.	Begin sampling April 1, 2015 for local limits and develop 6 month baseline. <u>Suggestions:</u> Surcharge Pizza Shop. Add surcharge language to SUO	City City ST		NA NA See #2
2	Unless the legal authority is changed, Newburgh must publish all violations in the official newspaper of the City in accordance with its legal authority, including those industries in significant noncompliance.	Amend SUO definition of SNC and add BMP language. <u>ST Recommendation:</u> Modify SUO to comply with EPA and State requirements including the Pretreatment Streamlining rules	ST/City ST/City	City's decision to amend or substantially modify its SUO. Board approval of revised SUO. EPA responses.	See Below $9,500
3	In accordance with 40 CFR 403.18(d)(1), Newburgh must notify the Approval Authority, in this case EPA Region 2, of any non-substantial modification at least 45 days prior to implementation by the POTW.	City will not allow for pH limits higher than 9.5. Applicable permits to be revised. City to submit notification letter to EPA.	City ST/City		NA See #2

No	Requirements	Actions to be taken	Who	Dependencies	ST Additional Costs
4	Newburgh must issue a permit to Newburgh Metals that properly reflects the new source metal finishing standards published at 40 CFR 433.17.	Review permit application and issue permit. <u>Suggestions:</u> Incorporate permit application/questionnaire deadlines. Add language to SUO.	ST/City ST/City		See below $750
5	Newburgh must ensure that Unitex provides the certification statement from 40 CFR 403.6(a)(2)(ii) in its self-monitoring reports.	Provide Unitex with statement form and require it be completed with its reports.	ST/City		See #6
6	Newburgh must ensure Unitex provides a slug control plan that meets the requirements of 40 CFR 403.8(f)(2)(vi).	Review Unitex's Spill plan and indicate any deficiencies. Require Unitex to resubmit plan.	ST/City		$500

No	Recommendations	Actions to be taken	Who	Dependencies	ST Additional Hours
1	Newburgh may want to redefine daily maximum as "The maximum allowable discharge of a pollutant during a calendar day or any 24-hour period that reasonably represents the calendar day for the purpose of sampling.	Review SUO. If major revision required than statement will be included.	ST/City	City's decision to amend or substantially modify its SUO.	Included in Item #2
2	Newburgh should perform a round of monitoring for the treatment plant and industrial users for Mercury using EPA method 1631E in order to characterize its ability to meet the water quality standard and identify any industries that may be contributing Mercury.	Consider implementing a Mercury abatement program for IUs and dental clinics.	ST/City		$8,000
3	Newburgh should consider issuing non-significant user permits to dentists ahead of the EPA's rule.	Refer to item 2 recommendation response.	ST/City		Included in Item #2
				Total Est Cost	$18,750.

Contingencies:

- EPA may request amendments to our Audit findings response
- EPA timely response to any substantial modification of the program
- Available documentation
    - EPA comments to the proposed limits included in the August 1997 IPP program (page 2 of audit findings) provided to ST during November 2014 audit
    - Current SUO

- Revised IPP program submittal to EPA in 1997 (page 3 of audit findings)
- Sample EPA notification letter for non-substantial modification (page 4 of audit findings)

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO A CONTRACT WITH BARTON & LOGUIDICE, D.P.C. FOR PROFESSIONAL ENGINEERING SERVICES IN AN ADDITIONAL AMOUNT NOT TO EXCEED $15,000.00 FOR THE CDBG PROGRAM ADMINISTRATION SERVICES IN THE LIBERTY STREET AND GRAND STREET COMBINED SANITARY SEWER IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh has experienced failures in the combined sanitary sewer system in the vicinity of Liberty Street and Grand Streets which has resulted in repeated sewer backups to residences, and deteriorated sewer mains on Liberty and Grand Streets; and

WHEREAS, Liberty Street and Grand Street Sanitary Sewer Improvements Project ("the Project") was listed on the New York State Environmental Facilities Corporation ("EFC") multi-year intended use plan as Project No. C3-7332-09-00 with a score sufficient to qualify for Project financing through EFC's traditional loan programs; and

WHEREAS, the EFC's Storm Mitigation Loan Program ("SMLP") offers a financing option for the Project consisting of a combination of 25% grant funding and 75% zero-interest loans which provide a potential Project savings to the City of 25% of the total project cost of approximately $300,000.00, and by Resolution No.: 28-2014 of February 10, 2014, this Council authorized the Interim City Manager to execute a contract with Barton & Loguidice, D.P.C. for professional engineering services necessary to complete the application for the grant funding at a cost not to exceed $19,900.00; and

WHEREAS, by Resolution No.: 29-2014 of February 10, 2014, this Council authorized the Interim City Manager to apply for and accept if awarded a grant and zero interest loan financing from the New York State Environmental Facilities Corporation Storm Mitigation Loan Program in an estimated Project cost of $1,150,800.00, and upon the award of such funding to enter into and execute a documents and contracts with the New York State Environmental Facilities Corporation for said purposes and further, to carry out and comply with the terms of such project agreement(s); and

WHEREAS, by Resolution No. 289-2014 of November 24, 2014, this Council authorized the City Manager to execute an agreement for professional engineering services with Barton & Loguidice, D.P.C. in an amount not to exceed $256,600.00 for the design and construction inspection services of new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery

Streets and assistance to secure funding awarded under the New York State Environmental Facilities Corporation Storm Mitigation Loan Program for the Liberty Street and Grand Street Sanitary Sewer Improvements Project.

WHEREAS, on January 22, 2015, EFC notified applicants that the SMLP administered by EFC would include matching funds from the United States Department of Housing and Urban Development CDBG-DR funds authorized by the Disaster Relief Appropriations Act of 2013 for the construction contracts; and

WHEREAS, the inclusion of the CDBG-DR funds requires an amendment to the professional engineering services contract with Barton & Loguidice to provide for the administration of the CDBG-DR program funds and funding for such professional engineering services shall be derived from the EFC funding award; and

WHEREAS, this Council has determined that amending the professional engineering services contract with Barton & Loguidice to include the administration of the CDBG-DR program funds under the terms of the proposal and contract amendment as attached hereto 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 an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. for the scope of work outlined in the proposal dated March 6, 2015 in an amount not to exceed $15,000.00, with other provisions as Corporation Counsel may require, for the administration of CDBG-DR program funds in connection with funding awarded under the New York State Environmental Facilities Corporation Storm Mitigation Loan Program for the Liberty Street and Grand Street Sanitary Sewer Improvements Project.

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH THE CHAZEN COMPANIES, INC. FOR A SOIL VAPOR INTRUSION PILOT TEST AND DESIGN RELATED TO THE FUTURE INSTALLATION OF A SUB-SLAB DEPRESSURIZATION SYSTEM AT THE DEPARTMENT OF PUBLIC WORKS BUILDING AT A COST OF $11,000.00

WHEREAS, by Resolution No. 36-2015 of February 23, 2015, this Council authorized the City Manager to accept a proposal and execute an agreement with The Chazen Companies, Inc. for a vapor intrusion analysis of the Department of Public Works Building at a cost of $6,508.00; and

WHEREAS, The Chazen Companies, Inc. did perform a vapor intrusion analysis of the Department of Public Works Building and the results of such analysis require additional testing; and

WHEREAS, The Chazen Companies have submitted a proposal for a vapor intrusion pilot test and design to support the installation of a sub-slab depressurization system in the Department of Public Works and the proposal includes testing, evaluation, a report and a preliminary design services; and

WHEREAS, the cost for these services will be $11,000.00 and such funding shall be derived from A.1364.0448; and

WHEREAS, the City Council has determined that such work is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with The Chazen Companies, Inc. for a soil vapor intrusion pilot test and design related to the future installation of a sub-slab depressurization system at the Department of Public Works Building at a cost of $11,000.00.

THE Chazen COMPANIES®
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Hudson Valley Office
21 Fox St., Poughkeepsie, NY 12601
P: (845) 454-3980 F: (845) 454-4026
www.chazencompanies.com

Capital District Office (518) 273-0055
North Country Office (518) 812-0513

February 19, 2015

Jason C. Morris, PE, City Engineer
83 Broadway
Newburgh, New York 12550

Re: City of Newburgh DPW Garage
SVI Pilot Test and Design Proposal
Chazen Job No: 41448.00

Dear Mr. Morris:

The Chazen Companies (Chazen) appreciates the opportunity to continue assisting the City of Newburgh with a Soil Vapor Intrusion Pilot Test and Design Proposal at the DPW garage on Pierces Road, City of Newburgh.

Task 5 – SVI Pilot Test and Preliminary Design

Chazen will advance a series of temporary ventilation wells immediately below the floor slab and drill pilot holes around each well to determine the depressurization radius achieved during application of a brief negative pressure test. The radius of influence of each test well will suggest the location for the next test well, advancing across the floor slab of the DPW garage until we tentatively identify the minimum number of ventilation ports needed to maintain low pressure under the majority of the floor.

Project costs can be reduced if the City can provide an 80-100 cfm compressor to support the ventilation tests and/or a dedicated person with a floor drill and bit available to help drill pilot holes as the work advances.

Results of the test will be summarized in the form of a simple floor diagram with a recommended layout of locations serving as a basis of design for ventilation points to be installed as part of a full-capacity Sub-Surface Depressurization System (SSDS).

Given that PCE was detected in all three sub-floor samples during the Vapor Assessment study, we are not recommending further sampling at this point. If the pilot test program identifies an area that is extremely difficult to ventilate, we may recommend pulling a sample from the recalcitrant area to confirm that it requires ventilation.

If the sub-slab environment proves unsuitable for installation of an SSDS system (for instance, clay or other ventilation-blocking media are encountered), the field investigation will be terminated, in consultation with your office.

Task, Fee and Time Schedule Summary

It is difficult to estimate costs for an iterative investigation. If the City can provide a person and a compressor, our daily rate is likely to fall in the range of $2,400, which includes our two-person crew, two floor drills, adaptors for the compressor and vapor pressure sensors. With a three-person crew, we are likely to be able to complete an investigation in 2 to 3 days given the foot-print of the DPW building which is estimated to be a simple slab-on-grade construction with no interior sub-floor footing separations (e.g. multiple interior foundation walls). If the City does not wish to provide a compressor or a person, daily rates would increase or work would take longer and rental costs for a compressor would apply. It will take up to 2 days to assemble a simple report summarizing findings and presenting a basis for design of an SSDS system.

Tasks		**Fee Estimates**		
Task No.	**Task Description**	**Lump Sum Fee Bill**	**Time & Materials Estimate**	**Laboratory Fees**
005	**SVI Pilot Test and Preliminary Design Study**		$11,000	NA
Totals			$11,000	NA
Total Estimated Cost		**$11,000**		

Agreement

You have previously signed our standard professional services contract and our prior proposal outlined our monthly billing procedures. Your signature below authorizes the tasks above and agrees to the terms and conditions of our professional services contract. This proposal is dependent on Chazen personnel who will not be available to this job-site after mid-April; accordingly, this proposal is good for 15 days or such that work can be conducted in March of 2015.

Thank you again for the opportunity to be of service.

Sincerely,



Russell Urban-Mead, CPG
Senior Hydrogeologist/VP Environmental Service
cc: file

_____
Authorizing Signature and Date

THE Chazen COMPANIES®
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Hudson Valley Office
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P: (845) 454-3980 F: (845) 454-4026
www.chazencompanies.com

Capital District Office (518) 273-0055
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February 19, 2015

Jason C. Morris, PE, City Engineer
83 Broadway
Newburgh, New York 12550

Re: City of Newburgh DPW Garage
SVI Pilot Test and Design Proposal
Chazen Job No: 41448.00

Dear Mr. Morris:

The Chazen Companies (Chazen) appreciates the opportunity to continue assisting the City of Newburgh with a Soil Vapor Intrusion Pilot Test and Design Proposal at the DPW garage on Pierces Road, City of Newburgh.

Task 5 – SVI Pilot Test and Preliminary Design

Chazen will advance a series of temporary ventilation wells immediately below the floor slab and drill pilot holes around each well to determine the depressurization radius achieved during application of a brief negative pressure test. The radius of influence of each test well will suggest the location for the next test well, advancing across the floor slab of the DPW garage until we tentatively identify the minimum number of ventilation ports needed to maintain low pressure under the majority of the floor.

Project costs can be reduced if the City can provide an 80-100 cfm compressor to support the ventilation tests and/or a dedicated person with a floor drill and bit available to help drill pilot holes as the work advances.

Results of the test will be summarized in the form of a simple floor diagram with a recommended layout of locations serving as a basis of design for ventilation points to be installed as part of a full-capacity Sub-Surface Depressurization System (SSDS).

Given that PCE was detected in all three sub-floor samples during the Vapor Assessment study, we are not recommending further sampling at this point. If the pilot test program identifies an area that is extremely difficult to ventilate, we may recommend pulling a sample from the recalcitrant area to confirm that it requires ventilation.

If the sub-slab environment proves unsuitable for installation of an SSDS system (for instance, clay or other ventilation-blocking media are encountered), the field investigation will be terminated, in consultation with your office.

Task, Fee and Time Schedule Summary

It is difficult to estimate costs for an iterative investigation. If the City can provide a person and a compressor, our daily rate is likely to fall in the range of $2,400, which includes our two-person crew, two floor drills, adaptors for the compressor and vapor pressure sensors. With a three-person crew, we are likely to be able to complete an investigation in 2 to 3 days given the foot-print of the DPW building which is estimated to be a simple slab-on-grade construction with no interior sub-floor footing separations (e.g. multiple interior foundation walls). If the City does not wish to provide a compressor or a person, daily rates would increase or work would take longer and rental costs for a compressor would apply. It will take up to 2 days to assemble a simple report summarizing findings and presenting a basis for design of an SSDS system.

Tasks		**Fee Estimates**		
Task No.	**Task Description**	**Lump Sum Fee Bill**	**Time & Materials Estimate**	**Laboratory Fees**
005	**SVI Pilot Test and Preliminary Design Study**		$11,000	NA
Totals			$11,000	NA
Total Estimated Cost		**$11,000**		

Agreement

You have previously signed our standard professional services contract and our prior proposal outlined our monthly billing procedures. Your signature below authorizes the tasks above and agrees to the terms and conditions of our professional services contract. This proposal is dependent on Chazen personnel who will not be available to this job-site after mid-April; accordingly, this proposal is good for 15 days or such that work can be conducted in March of 2015.

Thank you again for the opportunity to be of service.

Sincerely,



Russell Urban-Mead, CPG
Senior Hydrogeologist/VP Environmental Service
cc: file

_____
Authorizing Signature and Date

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

**RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER $11,060.00 FROM GENERAL FUND CONTIGENCY
TO ENGINEERING – CONSULTANTS SERVICES**

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:

		Decrease	**Increase**
A.1900.1990	Contingency	$11,060.00	
A.1440.0455	Engineering – Consultants Services		$ 4,060.00
A.1364.0448	Expense of Property Acquired Other Services		$11,000.00

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE IN REM TAX FORECLOSURE OF LIENS FOR THE YEAR 2011 RELATIVE TO 20 DUBOIS STREET (SECTION 30, BLOCK 1, LOT 38), 41 DUBOIS STREET (SECTION 29, BLOCK 5, LOT 15) AND 43 DUBOIS STREET (SECTION 29, BLOCK 5, LOT 14) AND AUTHORIZING TRANSFER OF SAID REAL PROPERTY TO THE NEWBURGH COMMUNITY LANDBANK

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2012-001071; and

WHEREAS, the County of Orange, as the holder of a certain mortgage, served an Answer to such action in regard to the foreclosure of 20 Dubois Street, Section 30, Block 1, Lot 38; 41 Dubois Street, Section 29, Block 5, Lot 15; and 43 Dubois Street, Section 29, Block 5, Lot 14; and

WHEREAS, the City and the County are prepared to settle such action upon certain terms and conditions contained in a written stipulation of settlement; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter upon the terms proposed without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to settle the litigation related to the tax foreclosure of the properties located at 20 Dubois Street, Section 30, Block 1, Lot 38; 41 Dubois Street, Section 29, Block 5, Lot 15; and 43 Dubois Street, Section 29, Block 5, Lot 14; and

BE IT FURTHER RESOLVED, by the City Council that the City Manager be and he is hereby authorized to execute a stipulation of settlement with the County of Orange and other documents as the Corporation Counsel may require, to effectuate the settlement as herein described; and

BE IT FURTHER RESOLVED, by the City Council that the City Clerk be and she hereby is authorized to issue withdraw the tax liens with respect to the properties in the tax foreclosure proceedings bearing Orange County Index Nos. 2010-012561, 2012-001071, 2012-010220, 2013-10248 and 2014-8858; and

BE IT FURTHER RESOLVED, by the City Council that the City Manager be and he is hereby authorized to execute a release of restrictive covenants numbered 1, 2, 3, 4, 5 and 6 contained in deeds dated August 16, 2007 from the City of Newburgh to Housing Opportunities For Growth, Advancement and Revitalization, Inc.; and

BE IT FURTHER RESOLVED, by the City Council that the sale of the properties located at 20 Dubois Street, Section 30, Block 1, Lot 38; 41 Dubois Street, Section 29, Block 5, Lot 15; and 43 Dubois Street, Section 29, Block 5, Lot 14 to the Newburgh Community Land Bank is confirmed subject to the Disposition Policies of the Newburgh Community Land Bank and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser; and

BE IT FURTHER RESOLVED, by the City Council New York, that the properties are not required for public use.

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NEWBURGH COMMUNITY LAND BANK AND EXPRESSING CONTINUED SUPPORT FOR THE BROADWAY CORRIDOR STRATEGIC ACTION PLAN FOR THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 74 of March 24, 2014, the City Council of the City of Newburgh expressed its support for the application of the Greater Newburgh Partnership for a Central Hudson Main Street Revitalization Grant to support the Broadway Corridor Strategic Action Plan Project (the "Project"); and

WHEREAS, the Project is intended to establish a unified vision for the entire Broadway corridor, develop and comprehensive action plan for Broadway and coordinate with area stakeholders, including local and regional agencies, residents and the local business community; and

WHEREAS, Central Hudson awarded a $250,000.00 grant to develop and implement a Complete Streets Demonstration Project on a 3 block section of Broadway; and

WHEREAS, the City of Newburgh intends to leverage funding from remaining from a U.S. Department of Housing and Urban Development Economic Development Initiative Grant to engage the Pace University Land Use Law Center, through as sub-recipient grant agreement, to facilitate the planning and implementation of the Project; and

WHEREAS, the Newburgh Community Land Bank has agreed to undertake the design of the Complete Streets Demonstration Project with funding from the Central Hudson Main Street Revitalization Grant for a 2 block section of Broadway with connecting complete streets pan north on Chambers Street and South on Liberty Street; and

WHEREAS, the City and the Newburgh Community Land Bank wish to define their goals, objectives and responsibilities to the Project by entering into a Memorandum of Understanding (MOU), attached hereto and made part hereof; and

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh and its further development to continue with the Project and enter into an MOU with the Newburgh Community Land Bank;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that this Council continues to support the Broadway Corridor Strategic Action Plan Project; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to execute the attached Memorandum of Understanding with the Newburgh Community Land Bank in substantially the same form with other provisions as Counsel may require to support the design and implementation of the Complete Streets Demonstration Project as supported by the Central Hudson Main Street Revitalization Grant Award.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWBURGH AND THE NEWBURGH COMMUNITY LAND BANK

WHEREAS, Central Hudson has awarded a Main Street Revitalization grant for a Complete Streets Demonstration Project in the City of Newburgh ("the City"); and

WHEREAS, the Complete Streets Demonstration Project is part of a larger, unified vision for the entire Broadway corridor which will revitalize the entire City, including the City's downtown area; will leverage existing funding and planning initiatives into a funding stream for a comprehensive action plan; and will coordinate the revival of Broadway with City of Newburgh, local and regional agencies, the local business community and public and private investors; and

WHEREAS, the Newburgh Community Land Bank ("the NCLB") has agreed to undertake the design of the Complete Streets Demonstration Project ("the Project"); and

WHEREAS, the City and the NCLB wish to define their goals, objectives and responsibilities with respect to the Project.

NOW, THEREFORE BE IT RESOLVED, the City and the NCLB hereby agree as follows:

1. Good Faith Cooperation – The Parties shall coordinate and cooperate in good faith with each other to achieve the objectives of this MOU. Each Party is dedicated to working together toward the shared goals of accomplishing the Complete Streets Demonstration Project.

2. Project Time Frame –Project completion is expected at the end of August 2015. Each party acknowledges that in order to successfully achieve goal, the timeline and deliverables must be met, and all parties are committed to meeting those deadlines.

3. Responsibilities of the City – The City shall:

    a. Commit the resources of the City and the cooperation of the City staff in the development of the approach, process and assistance in meeting the Project's timetable and milestones;
    b. Shares existing plans, surveys and studies to support the Project;
    c. Support funding applications for additional resources for the Project as they arise;
    d. Review and accept the final product of the Project; and
    e. Cooperate with the NCLB in the performance of its obligations pursuant to Paragraph 4.

4. Responsibilities of the NCLB – The NCLB shall:

    a. Fund the external cost of the design for the Project through the Central Hudson Main Street Grant award and ensure that there are no duplication of services;
    b. Collaborate with the City to ensure the cooperation and coordination of the design

work with the City staff and City officials in the development of the approach, process and assistance in meeting the Project's timetable and milestones;

c. Facilitate and provide support, direction and accountability to seeing the project through to completion;
d. Serve as the fiscal agent for the Project; and
e. Cooperate with the City in the performance of its obligations pursuant to Paragraph 3.

5. Addressees for the Purposes of Notice – All notices, requests, approvals or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to City:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: James A. Slaughter
With copies to:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: Michelle Kelson, Esq.
If to NCLB:	Newburgh Community Land Bank P.O. Box 152 Newburgh, NY 12550 Attn:

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

CITY OF NEWBURGH

By:

_____
Michael G. Ciaravino, City Manager

Dated: _____

NEWBURGH COMMUNITY LAND BANK

By:

_____

Dated: _____

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

A RESOLUTION REALLOCATING REMAINING PORTION OF THE $196,000.00 ECONOMIC DEVELOPMENT INITIATIVE GRANT FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE BROADWAY CORRIDOR PLAN AND ZONING IMPLEMENTATION WORK WITH THE PACE UNIVERSITY LAND USE LAW CENTER AND TREE SURVEY WORK BY THE CONSERVATION ADVISORY COUNCIL AND AUTHORIZING AN AGREEMENT WITH THE PACE UNIVERSITY LAND USE LAW CENTER AS A SUB-RECIPIENT OF THE GRANT FUNDS ALLOCATED TO THE BROADWAY CORRIDOR PLAN

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

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

WHEREAS, by Resolution No. 119-2012, adopted July 16, 2012, the City of Newburgh authorized the reallocation of $86,000.00 of the EDI Grant funds for planning activities in the Newburgh Community Land Bank target area further authorized the City Manager to execute a sub-recipient grant agreement with the Newburgh Community Land Bank for the administration of the reallocated grant for planning activities in the Newburgh Community Land Bank target area; and

WHEREAS, there is a total of $69,775.00 remaining from the grant award in CG.8684.4789.3007.32010 which must be expended by September 30, 2015; and

WHEREAS, The Pace University Land Use Law Center has proposed a plan to facilitate and manage a Complete Streets Policy Program to include the development and implementation of a comprehensive short-term and long-term complete streets program for Broadway with technical planning and policy guidance provided by Kevin Dwarka Land Use and Economic Consulting and continues to provide substantial guidance and technical support to the City's Distressed Property Initiative which includes the adoption and implementation of a new zoning code; and

WHEREAS, the Conservation Advisory Council proposed to the City Council its plan for a tree survey of the City of Newburgh in accordance with its mission and responsibilities as set forth in Chapter 159 of the City Code; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council authorizes the reallocation of the remaining $69,775.00 of the EDI Grant funds as follows:

1. $40,000.00 for the Broadway Corridor/Complete Streets Policy Program and sub-recipient grant agreement with Pace University Land Use Law;
2. $17,700.00 for zoning code implementation activities;
3. $12,075.00 for a tree survey to be managed by the Conservation Advisory Council; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute a sub-recipient grant agreement in substantially the same form as annexed hereto with other provisions as Counsel may require with the Pace University Land Use Law Center for the administration of the reallocated grant funds consistent with the Broadway Corridor/Complete Streets Policy Program set forth in the scope of work set forth in Schedule "A" of the agreement.

A G R E E M E N T

T H I S A G R E E M E N T, entered into this _____ day of March 2015

BY AND BETWEEN:

NAME: Pace University

ADDRESS: One Pace Plaza, NY, NY 10038

FEDERAL EMPLOYER ID #: 13-5562314

a Corporation established in accordance with the laws of the State of New York hereinafter referred to as the 'VENDOR", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY", and the City, a public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, Newburgh, Orange County, New York, hereinafter referred to as "THE CITY".

ARTICLE I. SCOPE OF SERVICES

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

(2) The Vendor 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.

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

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

ARTICLE II. TERMS OF CONTRACT

(1) The services of the Vendor are to commence upon execution of this agreement and extend for a period ending one **(18) months** from the date thereof, or as otherwise provided herein.

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

ARTICLE III. SERVICES TO BE PROVIDED BY THE THE CITY

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

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

ARTICLE IV. PROGRAM DOCUMENTATION

(1) The Vendor hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.

(2) The Vendor hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.

(3) All Vendor invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Vendor's invoices are based are subject to audit by the CITY.

ARTICLE V. COMPENSATION

(1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Vendor shall be deemed executory to the extent that 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) **$40,000 DOLLARS** as full payment for all services rendered by the Vendor during the period of this agreement.

(3) The City may withhold any payment whenever the Vendor fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Payments shall made as follows:

_____20%___ upon execution of the contract
_____40%___ June 15, 2015
_____40%___ August 15, 2015

(b) 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 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the City Manager of the City.

(c) City of Newburgh agrees to pay invoices within 30 days of receipt of vouchers.

(d) 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 Economic Development Initiative Grant, Federal Action Number B-08-SP-NY-0469 in CG.8684.4789.3007.32010. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Vendor shall comply with its Equal Employment Opportunity policies and procedures.

ARTICLE VIII. ASSIGNMENT BY THE VENDOR

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

ARTICLE IX. RECORDS AND REPORTS

(1) The Vendor shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Vendor, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Vendor agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Vendor shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the City Manager.

ARTICLE X. AUDITS

(1) Upon the City's request, Vendor shall make available its audited financial statements for the fiscal period covered by this Agreement.

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

ARTICLE XI. CONFIDENTIALITY

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

ARTICLE XII. FACILITIES AND PERSONNEL

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

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

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

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

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

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

(1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments, during his/her tenure in office or for one year thereafter, shall have any interest,

direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

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

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

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

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

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

ARTICLE XVII. CHANGES AND MODIFICATIONS

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

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

(1) In the event of termination as herein provided, any completed reports prepared by the Vendor under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City/THE CITY and shall be submitted to it.

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

ARTICLE XIX. INDEMNIFICATION

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

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

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

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

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

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

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

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

BODILY INJURY LIABILITY

Each Person	Each Occurrence
$1,000,000	$2,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence
$1,000,000

PERSONAL INJURY LIABILITY

Each Person	Occurrence
$1,000,000	$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto.

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

VENDOR WITNESS BY:

_____

By_____

Title_____

Date:_____

CITY OF NEWBURGH

By_____
City Manager

Date_____

APPROVED AS TO FORM BY:

_____
Corporation Counsel

_____

WITNESS

BY:_____

APPROVED BY:

_____
Comptroller

ATTACHMENT I
SCOPE OF WORK

The Complete Streets Policy Program entails the development and implementation of a comprehensive short-term and long-term complete streets program for Broadway. The Land Use Law Center (LULC) will manage this initiative with technical planning and policy guidance provided by Kevin Dwarka Land Use and Economic Consulting (KDLLC). The team will conduct the following seven tasks.

Task
Task 1: Organize team of stakeholders including residents, merchants, business owners, non-profit organization, and city staff with an interest in Broadway's revitalization
Task 2: Facilitate regularly scheduled working group meetings that include specialized training for complete streets projects as well as site visits to successfully implemented complete streets programs in the New York Metro Area.
Task 3: Draft, design, and distribute press releases describing the process, design, and launch of Broadway revitalization project.
Task 4: Identify the full range of federal, state, and private funding sources that can be pursued to leverage initial investments in Broadway's rehabilitation toward long-term infrastructural upgrades and capital improvements.
Task 5: Help the Working Group decided upon a complete streets policy and present it to the Newburgh Council for adoption.
Task 6: Establish Complete Streets Short-Term and Long-Term Implementation Plan including (a) operations plan; (b) budgetary determinations; (c) design guidance and; (d) evaluation procedures.
Task 7: Support the Land Bank in the design, construction, and operation of an initial complete streets installation.

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

A RESOLUTION OF THE CITY COUNCIL ESTABLISHING CONTINUED SUPPORT FOR THE CITY OF NEWBURGH'S DISTRESSED PROPERTY REMEDIATION POLICY

WHEREAS, the Land Use Law Center at Pace Law School has met with City staff and officials; the City's land use boards; and community stakeholders; conducted trainings; made presentations; researched best land use practices from other municipalities within New York State and across the country; and submitted reports to the City Council, all to help address and remediate Distressed Properties in the City of Newburgh; and

WHEREAS, by Resolution No. 255-2010 of November 8, 2010, the City Council of the City of Newburgh accepted the Addressing Distressed Properties report of the Land Use Law Center at Pace Law School, in conjunction with the Center for Community Progress, and adopted a Distressed Property Remediation Policy for the City based on the report's general policy recommendations to improve the City's code enforcement process, create a land bank, and establish a system of development readiness; and

WHEREAS, also by Resolution No. 255-2010 of November 8, 2010, the City Council created a Distressed Property Task Force comprised of City staff and officials and representatives of interested community groups to develop a step-by-step process for implementing recommendations from the Addressing Distressed Properties report; and

WHEREAS, by Resolution No. 47-2011 of February 28, 2011, the City Council authorized the creation of the Newburgh Community Land Bank to take title to certain City-owned improved and vacant properties to hold, manage, and restore these properties to the property tax roll; and

WHEREAS, by Resolution No. 87-2012 of June 18, 2012, the City Council accepted the Streamlining Newburgh's Land Use Process report of the Land Use Law Center at Pace Law School and authorized implementation of its recommendations, including an update to the City's zoning code to remove unnecessary regulatory barriers, consolidation of all environmental and advisory committees into a new Conservation Advisory Council, and streamlined processes for environmental, coastal consistency, historic preservation, and general project review; and

WHEREAS, by Resolution No. 18-2013 of January 28, 2013, the City Council accepted Professors Joseph Schilling and Kermit Lind's Code Enforcement Assessment Report and its recommendations, authorizing a comprehensive update of the City's code enforcement processes

and technologies through the development of (1) a real property data system to support data-driven plans and actions and to provide research and staffing for projects and programs, including those of community based organizations and (2) a technology and communications strategy for streamlining code enforcement operations and making code enforcement actions more transparent; and

WHEREAS, the City Council continues to support the City's Distressed Property Remediation Policy and finds that maintaining this policy is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby supports continued efforts to remediate distressed property through ongoing efforts of the Newburgh Community Land Bank, the City's Departments of Code Compliance and Planning and Development, and streamlined project review and approval processes in the City of Newburgh; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh hereby supports continued collaboration with the Land Use Law Center at Pace Law School in its efforts to implement the City's Distressed Property Remediation Policy; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to direct the City staff to fully implement the City of Newburgh Distressed Property Remediation Policy; to oversee and manage the Distressed Property Task Force as a tool to implement the City of Newburgh Distressed Property Remediation Policy.

RESOLUTION NO.: _____-2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO DEVENDER CHHABRA TO THE PREMISES KNOWN AS 187-191 BROADWAY (SECTION 36, BLOCK 1, LOT 1)

WHEREAS, on May 3, 2004, the City of Newburgh conveyed property located at 187-191 Broadway, being more accurately described on the official Tax Map of the City of Newburgh as Section 36, Block 1, Lot 1, to Devender Chhabra; and

WHEREAS, Mr. Chhabra, by his attorney, has requested a release of the restrictive covenants contained in said deed; and

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

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 187-191 Broadway, Section 36, Block 1, Lot 1, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated May 3, 2004, from the CITY OF NEWBURGH to DEVENDER CHHABRA, recorded in the Orange County Clerk's Office on May 18, 2004, in Liber 11499 of Deeds at Page 1406 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2015

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino,
City Manager

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

On the _____ day of _____ in the year 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 the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE VIOLENT GANG AND GUN CRIME REDUCTION PROGRAM (PROJECT SAFE NEIGHBORHOOD) FOR A MAXIMUM GRANT AWARD OF $500,000.00 WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice ("DOJ") under the FY2015 Violent Gang and Gun Crime Reduction Program (Project Safe Neighborhoods ["PSN"]); and

WHEREAS, PSN is designed to create safer neighborhoods through a sustained reduction in crime by providing support to state, local and tribal efforts to reduce gun and gang-related violent crime; and

WHEREAS, the purpose of PSN is to reduce gun crime and gang violence by the most violent offenders in the most violent neighborhoods by employing a research-driven, intelligence-led, and problem-solving approach to reduce firearms and gang violence through enforcement, deterrence, and prevention; and

WHEREAS, the City of Newburgh Police Department wishes to apply for funding with a maximum grant award of $500,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, if awarded, the City of Newburgh Police Department would use the funding, in conjunction with the US Attorney's Office for the Southern District of New York and the Center for Court Innovation, to support a group violence intervention project; and

WHEREAS, the grant request includes funding for a Lieutenant which would be the law enforcement point of contact, a Patrol Officer to work under the Lieutenant, and overtime to provide for additional law enforcement support and actions; and

WHEREAS, this Council has determined that applying for 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 apply for and accept if awarded funding from to United States Department of Justice under the FY2015 Violent Gang and Gun Crime Reduction Program (Project Safe Neighborhoods) for a maximum grant award of $500,000.00, with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

City of Newburgh, New York
Violent Gang and Gun Crime Reduction Program
(Project Safe Neighborhoods)
FY 2015 Competitive Grant Proposal

Statement of the Problem: The City of Newburgh, NY is located on the west bank of the Hudson River, approximately 60 miles north of New York City. The City of Newburgh is 3.8 square miles with a 2010 Census population of 28,866 residents. The City of Newburgh is defined by high violent crime levels, low employment, low homeownership rates, high rates of vacant/distressed properties and escalating poverty levels, along with many other sociological ills. Over 26% of the residents in Newburgh live below the poverty line. Census data for 2010 reveals nearly a third of Newburgh's population is under the age of 18, higher than the New York State rate. Roughly 33% of families with children under age 18 live in poverty in Newburgh. Many of the social problems plaguing Newburgh are now generational going back decades.

Among the many sociological ills is Newburgh's high rate of violent crime. Analysis of Federal Bureau of Investigations 2013 Uniform Crime Report data for jurisdictions with a population over 10,000 places the City of Newburgh among the top fifty most violent places per capita in the county (#38). Other cities that rank on this list include Detroit MI, Flint MI and Oakland CA. The City of Newburgh has ranked among the most violent cities in the United States for years. Additionally, the City of Newburgh has been the most violent jurisdiction in the entire State of New York for several years, despite reductions in crime levels.

Violence and social distress converge in Newburgh in ways that greatly exacerbate the problems. The high juvenile population has already created a naturally larger pool of children to participate in deviant behavior. It is readily accepted that criminal activity tends to escalate during the teen years into early adulthood. The larger juvenile population puts Newburgh at a disadvantage. Analysis of Assault 1st arrests of males in the City of Newburgh for a five year

period of time shows the highest volume of arrests occurs between the ages of 16 and 19 (32%), followed by subjects ages 20 to 24 (23%). The extreme violence during the teenage years combined with the high volume of juvenile residents in the City shows a need for a multipronged approach to reducing violent crime in Newburgh.

The City of Newburgh experienced reductions in violent crime during the last two years (2013 and 2014). Despite overall reduction in violent crime, Aggravated Assault revealed a 5% increase in 2014 compared to 2013. The City has made major strides in violence reduction, but some crime types have proven difficult to target. Violence involving a firearm has been particularly difficult. Despite reductions in total violent crime in 2014, firearm related violent crime increased by nearly 12% and was above a five year average. The Police Department had a banner year in homicide reduction in 2014, but the last few years show the proportion of gun related homicides ranges from 80 to 100%. The Police Department was able to achieve a reduction in robbery of 17% in 2014, along with a decrease of 40% in gunpoint Robberies. Robbery levels for 2014 were well below a five year average. Unfortunately, the City experienced a significant increase in gun related Aggravated Assaults of over 60% compared to 2013. This figure was well above a five year average and cause for great concern. Drilling down on actual bullet to body shootings shows an increase of 17% in 2014 for a five year high.

Monthly meetings show analysis of gun related activity trends and patterns throughout the city. Law enforcement officials and commanders have been closely watching an increase in recovered handguns in 2014 as well. This trend has been ongoing for the last few years with the monthly average of recovered handguns going up each year. Recovered handgun levels in 2014 were well above the five year average as well as above the statistical calculation of normalcy.

The City experienced a 3% increase in recovered handguns in 2014 after a 36% increase in 2013. The City of Newburgh Police Department **also** has the ability to analyze calls for service data. Gun related calls for service showed an increase of 16% in 2014 compared to 2013. These call types have been steadily increasing for the last three years.

Crime in the City of Newburgh geographically concentrates tightly and overlaps with great consistency with several negative socioeconomics indicators. If the City is cut in half north to south, 70% of the Part One crime activity and 77% of all violent crime occurs in the eastern half of the city. This included 79% of the City's Aggravated Assaults for the year and 94% of the bullet-to-body shootings. This area also shows the highest population densities, poverty, increased renter occupied housing and unemployment, among other social ills. If the area is reduced to a third of the city's geographic area (east of Robinson Ave to the Hudson River and south of South St to the City's southern border), there is still an abundant number of Part One crimes. Approximately 57% of the Part One crime activity in 2014 occurred in this small area. This included 68% of the violent crime for the year. This area is known for multiple drug dealing corners and gang activity. These issues contributed to high gun related activity in the area as well. This small region yielded 75% of all gun related activity for the year with 79% of all bullet to body shootings.

There have been multiple local and federal law enforcement actions in the last several years which unfortunately resulted in only short-term crime reductions. Close tracking of crime levels over time have shown large scale raids or temporary increased enforcement actions yielding a high volume of arrests do not result in long-term crime reduction. It is believed that the large volume of arrests creates a disruption in the criminal ecology of the City of Newburgh. The

remaining criminals and/or gang members vie for turf and power, and unfortunately, any gains in crime reduction are short-lived – crime drops dramatically for a short period of time, then increases exponentially when efforts end.

The Newburgh Police Department believes that a comprehensive program that targets the multiple causes of violent crime in the city is necessary to ensure long term crime reduction. The Police Department has partnered with many agencies in working towards implementing a group violence reduction model in Newburgh. Based on the work of Dr. David Kennedy of the National Network for Safe Communities and John Jay School of Criminal Justice and his Ceasefire Model, the Newburgh Police Department has completed the ground work necessary to target the group dynamics that frequently lead to violence and shootings. The Newburgh Group Violence Intervention Program is on the path to implement the full "call-in" structure of previous successful Ceasefire replications.[1]

Project Design and Implementation: Working PSN Task Force partners (Newburgh Police Department, Orange County District Attorney's Office, U.S. Attorney's Office, Southern District of New York) plan to implement the Group Violence Reduction Strategy. All partners understand that there must be fidelity in the implementation of best practices in order to garner similar reductions in crime. The Task Force will employ a multi-prong strategy that incorporates each of the designated PSN design strategies: 1) Partnerships; 2) Strategic Planning & Crime Analysis; 3) Training; 4) Outreach; and 5) Accountability and Data-Driven Efforts. The overarching goals of the project are to: develop and utilize a robust partnership of federal and

[1] Braga, A. A., Kennedy, D. M., Waring, E. J., & Piehl, A. M. (2001). Problem-oriented policing, deterrence, and youth violence: An evaluation of Boston's operation Ceasefire. Journal Of Research In Crime and Delinquency, 38, 195–226.

local criminal justice agencies and reduce gun and gang crime city-wide. The proposed project's goals will be achieved through the following:

Group Violence Reduction Strategy (PSN Strategies 1-5): The task force will implement offender call-in meetings of evidence-based group violence reduction strategy pioneered by the National Network of Safe Communities. Under this model, individuals under supervision (probation and parole) attend call-ins where members of law enforcement, civic leaders, activists, residents and others provide a message for the groups to cease their violent behavior or face significant law enforcement actions. These individuals are then tasked to act as messengers to inform their fellow group members that the entire group is on notice and further violence by any of them will lead to significant law enforcement action and prosecution against everyone in the group. At the same time, services are offered to those attending the call-ins along with any member of their group. Should any individual decide they want help, a network of service providers is made available to assist them in their journey away from violence. These call-ins work to put pressure on groups or gangs members to keep behavior in check under the theory that those key individuals will in turn exert pressure on remaining group members. Utilizing subjects under Probation and Parole supervision garners added leverage necessary to alter violent behavior.

The National Network for Safe Communities recently performed a comprehensive analysis of group-involved violence in Newburgh and determined a high level of this type of violence existed. Additionally, with funding from a New York State Division of Criminal Justice Services (DCJS) Gun Involved Violence Elimination (GIVE) grant, the Newburgh Police Department has been working closely with Dr. Kennedy and the National Network for Safe Communities to conduct primary analysis of existing groups in Newburgh, laying the groundwork for this

program. Through this funding, a Program Manager will be hired (by the Orange County District Attorney's Office) to organize the call-ins, and manage and organize Newburgh-based social service agencies participating in the call-ins. This DCJS grant also provides a Crime Analyst and Field Intelligence Officer to the Police Department to track violent crime trends and dangerous group interactions and membership.

The City of Newburgh already has already established the basic foundation for a successful group violence intervention program. Due to the extensive existing working partnerships and current commitment of DCJS to support a group violence intervention program, a portion of the full program has already been implemented. The National Network for Safe Communities has already performed an extensive amount of longitudinal data analysis, as well as extensive one-on-one interviews of police officers and detectives on shootings, homicides, and violent groups in Newburgh. Multiple social service agencies have also agreed to participate in call-ins, and law enforcement partners have agreed to work on enforcement actions when required. Once the Program Manager position is filled by the DA's Office (within a few months), the partnership will select subjects under supervision who are impact players within the most violent groups in the city to compel them to attend a call-in. Experience from other call-in replication sites has shown that the locations of call-ins should be unrelated to the criminal justice system. As such, call-ins will be held at location like the Newburgh Armory Unity Center and other civic locations within the city.

Technical assistance provided by National Network for Safe Communities has revealed that a truly successful group violence intervention program also requires a Law Enforcement Point of Contact within the police department. This individual organizes the law enforcement

component of this proven model. This includes ongoing intelligence gathering through group audits and shooting incident reviews. The problem analysis conducted by the National Network for Safe Communities will serve as the baseline, and the Newburgh Police Department and other law enforcement partners (U.S. Attorney's Office, Southern District of New York, Orange County District Attorney's Office, Orange County Probation) will be responsible for maintaining and updating the information in the future. The Law Enforcement Point of Contact will also be responsible for establishing regular shooting reviews to determine group involvement, and working closely with the Crime Analyst and the Field Intelligence Officer and other law enforcement partners like Probation**,** gather information to inform the police department and law enforcement partners on the most violent groups in the city at any given time. The Law Enforcement Point of Contact will also organize group audits (every three to six months) to track of the city's group dynamic. Having an accurate group member list is needed to identify the potential pool of individuals who can be directed to attend a call-in, and will enable law enforcement to respond to violence swiftly and effectively following the call-in.

The City of Newburgh Police Department will promote a Sergeant to Lieutenant to act as the Law Enforcement Point of Contact. The Point of Contact will immediately be educated on the group violence intervention work and their new duties. To backfill the positions across ranks within the Police Department, the Police Department will also hire an entry-level patrol officer position to fill the bottom position left vacant after the chain of promotions. Moreover, the Police Department will require overtime funding to support investigations as well as response-driven enforcement actions and investigations after shootings and homicides. This funding will supplement manpower for the investigations and enforcement actions.

Another key law enforcement component is to conduct the group enforcement action in response to the first homicide or possibly shootings after a call-in. The Law Enforcement Point of Contact will be responsible for supervising the law enforcement operational group, which consists of the most vital members in law enforcement (frontline Newburgh officers/detectives, Orange County District Attorney's Office, U.S. Attorney's Office, FBI, DEA, ATF, and Probation and Parole) and coordinates all enforcement actions. The Law Enforcement Point of Contact will also engage in community outreach and to help implement other innovations/elements of the strategy. Examples include: assisting with call-in preparations (*e.g.*, speaking at call-ins, working with Probation and Parole to identify call-in attendees, coordinating the security plan for the call-in); working with the Program Manager to implement custom notifications (e.g., identifying impact players to target, working with local and federal prosecutors' offices to obtain legal assessments for those players, training law enforcement staff on the group violence intervention messaging, and coordinating schedules with the Program Manager and community representatives to deliver custom notifications to impact players who are not group-affiliated); and attending community meetings and other events with the Program Manager. This person will also participate in weekly technical assistance calls with the Program Manager and the National Network for Safe Communities.

In addition to the implementation of call-ins, the U.S. Attorney's Office, Southern District of New York will host district-wide VALOR and ALERRT Active Shooter trainings to address law enforcement officer and community safety. Training is an essential part of the SDNY's PSN Strategy and will address both officer and civilian safety as well as enforcement and prosecution. Both programs are BJA-supported and an important component of the district's

PSN Training objective. VALOR is designed to help prevent violence against law enforcement officers and ensure officer resilience and survivability following a violent encounter. The ALERRT (Advanced Law Enforcement Rapid Response Training) Program's Civilian Response to Active Shooter Events (CRASE) training teaches law enforcement how to educate the public to respond in the event of an active shooter situation. Additionally, in coordination with the Orange County District Attorney's Office and ATF, the U.S. Attorney's Office and City of Newburgh Police Department will hold multiple Federal Firearm Law training sessions specifically designed for Newburgh police officers and the PSN target area.

Capabilities and Competencies: Through implementation of the New York State Gun Involved Violence Elimination (GIVE) grant program, the City of Newburgh Police Department has partnered with the Orange County District Attorney's Office, Orange County Probation, New York State Department of Community Corrections (Parole), New York State Police and the United States Attorney's Office for the Southern District of New York. Additionally, the City of Newburgh Police Department is part of the FBI-sponsored Safe Street Taskforce, which includes many federal law enforcement partners including the DEA, ATF and ICE. All these partnerships are critical for any law enforcement component. Furthermore, within the last year the City of Newburgh Police Department became active in the Governor's Office's Community Opportunity REinvestment program or CORe. CORe seeks to align resources such as programs, policies and funding, as well as target efforts in places and for people who data shows are in distress. CORe includes nearly 150 participants from almost seventy agencies within Newburgh that are responsible for providing a multitude of services throughout the community. The CORe working group is critical for the call-ins to adequately provide subjects with alternatives to violent crime.

Additionally, CORe activities are focused in two adjoining census tracts. These census tract locations correspond with the highest rates of violence in the city.

There is no one reason for crime, and no one solution. The Newburgh Police Department has known this for some time and has embraced working with an array of agencies to target the multiple factors that contribute to crime. The Police Department also uses evidence-based practices to target crime. While the City of Newburgh still appears to be the most violent city per capita in the State of New York, the City has sustained two years of violent crime reductions. The Police Department has an existing capacity for in-depth analysis of gun and other violent crime, and has previously successfully implemented violent crime reduction strategies based on intelligence-led policing and analysis. These strategies have led to a reduction of 20% in violent crime in 2013 after the implementation of a target area approach to concentrate the efforts of multiple agencies within the most violent area of the city. In 2014, the City sustained an additional 5% reduction in violent crime with the implementation of a hotspot policing model to specifically target gun related violent crime. The first six months of this program revealed a 34% reduction in gun related violent crime compared to the previous six months and a 21% reduction compared to the same time period the previous year.

The Center for Court Innovation – fiscal agent and research partner – is a non-profit think tank that helps the justice system reduce crime, strengthen neighborhoods, and improve public trust in justice. With an annual operating budget of over $20 million, a staff of more than 200 people, and over 15 years' experience in government grants management, the Center is well positioned to serve as the fiscal agent of the proposed project. With this high level of administrative support, the Center has been able to ensure prudent use, proper disbursement, and

accurate accounting of numerous federal awards, many of which were awarded by the Bureau of Justice Assistance. Their research capacity is outlined in the attached research letter.

Plan for Collecting the Data Required for the Solicitation's Performance: The City of Newburgh Police Department has been fortunate to have a Crime Analyst for the last several years. This has allowed for an extensive amount of longitudinal data collection on multiple variables. Beyond Part One crime figures (Murder, Rape, Robbery, Aggravated Assault, Burglary, Larceny and Motor Vehicle Theft), the Analyst has tracked weapon types, injury levels and relationships, as well as demographic information on victims and suspects in all Violent crime. Additionally, the Crime Analyst performs weekly analysis of gun related violent crime, reported gun related activity (confirmed Shots Fired, Recovered firearms, etc.) and gun related calls for service. All this information has been providing a comprehensive picture of gun violence in the City of Newburgh. In addition to the Crime Analyst, the Police Department also has a Field Intelligence Officer who tracks group members, gang affiliations and intelligence. These two positions within the Police Department can provide a wealth of information to evaluate various performance measures. Additionally, the Project Coordinator will also be able to work with the Law Enforcement Point of Contact to track subjects of the call-ins to determine their future involvement in criminal activity or hopefully lack thereof, as well as their participation in offered services. The City of Newburgh understands that BJA will provide specific performance measures upon award of funding. The Crime Analyst will be responsible for gathering the required data from the City of Newburgh Police Department and other collaborating agencies for reporting purposes.

The ultimate goal of the proposed project is to reduce violent and gun-related crime in the target area. To successfully assess whether this goal has been achieved, Center for Court Innovation researchers will collect and analyze crime data over time in the city of Newburgh and Orange County. Specifically, the project researchers will utilize an interrupted time series analysis to measure the impact of the proposed project on violent and gun-related crime in the target area. The approach of this form of analysis is to track violent crime data at equally spaced intervals over time in the intervention and a similar comparison area and ultimately to test for significant changes in violence trends pre- versus post-intervention.

To conduct these analyses, researchers will collect measures of gun-related and violent crime from law enforcement partners in the city of Newburgh and Orange County. The Center's researchers will measure the effect of the program on trends in violent crime in the targeted area within Newburgh, including homicide, robbery, assault with a deadly weapon, and gun possession. Specifically, the research will compare the monthly incidents of each type of violent crime over the five years immediately prior to program implementation and the year and a half following implementation. A comparison will be made to one or more census tracts within Orange County that are similar to Newburgh in demographic makeup and violent crime rates. Finally, an analysis of trends in violent crime incidence before and after program implementation will also be conducted for the entire city of Newburgh and Orange County as a whole, to control for possible displacement of crime and/or changes in city and county-wide crime rates. Assessing changes in gun-related and violent crime and comparison to other areas will directly support the project's goals of decreasing crime and violence in the targeted area. This crime analysis will document the initiative's impact on community violence.

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN IBM SMARTER CITIES CHALLENGE GRANT WITH AN AWARD OF UP TO $500,000 TO UPGRADE AND IMPROVE THE TELEMTRY WITHIN THE COMBINED SEWER OVERFLOW REGULATORS AND DIVERSION MANHOLES IN CONNECTION WITH THE CITY OF NEWBURGH'S LONG TERM CONTROL PLAN

WHEREAS, the IBM Smarter Cities Challenge Grant Program provides the skills and expertise of its employees to address key challenges in urban issues identified by cities and delivers strategic recommendations and an implementation plan to the winning cities; and

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council authorized the City Manager to enter into an Order on Consent to settle an enforcement action by the New York State Department of Environmental Conservation for failure to develop a Phase I Long Term Control Plan ("LTCP") for the City's Combined Sewer Overflow System in connection with the SPDES permit NY No. 0026310; and

WHEREAS, the City of Newburgh has identified a top strategic challenge of implementing its LTCP and intends to apply for an IBM Smarter Cities Challenge grant for technical assistance to upgrade and improve the telemetry within the City of Newburgh Combined Sewer Overflow regulators and diversion manholes in order to provide real-time monitoring data as well as providing key historical baseline overflow data to compare to future data to improve the sanitary sewer capture rate and reduce overflows; and

WHEREAS, the maximum grant award is an amount up to Five Hundred Thousand ($500,000.00) Dollars with no City match required; and

WHEREAS, this Council finds that making such application to the IBM Smarter Cities Challenge Grant Program 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 apply for and accept if awarded an IBM Smarter Cities Challenge Grant in an award amount of up to Five Hundred Thousand ($500,000.00) Dollars; and

BE IT FURTHER RESOLVED, by the City Council that the that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

Smarter Cities Challenge 2015 Application

Background

The Smarter Cities Challenge contributes the skills and expertise of teams of top-talent IBMers to address the key challenges facing cities around the world. Over the past 4 years, 115 cities have been selected to receive grants, each valued at $500,000, Winning cities have used the recommendations prepared by Smarter Cities Challenge teams to make substantive progress on a diverse array of urban issues. The Smarter Cities Challenge is IBM's largest philanthropic initiative, with contributions to date valued at over $50 million.

Cities apply to the Smarter Cities Challenge by identifying a top strategic challenge that they propose to advance with IBM's support. Winning cities receive a team of 5-6 IBM experts that deploys to the winning city to work closely with the city leadership for a 3-week period on their proposed challenge. During the project, the IBM team gathers and analyzes all available data, meets with dozens of stakeholders in government, business, not-for-profits and other organizations to gather diverse perspectives about root causes and potential solutions to the challenge at hand, and assesses examples of success implemented by other cities that might be valuable to review. At the end of the engagement, the IBM team delivers strategic recommendations and an implementation plan in a presentation and a written report that draw upon the technical experience and strategic insight of the IBM team, city staff and community members.

Upon the completion of the grant, executive summaries of each project are posted on the Smarter Cities Challenge website (www.smartercitieschallenge.org), alongside relevant video, press coverage and full reports to share experiences and build capacity.

The Smarter Cities Challenge is IBM's largest philanthropic initiative, with contributions to date valued at over $50 million.

The Smarter Cities Challenge has worked with a diverse portfolio of cities around the world, ranging from regional hubs to global leaders including Nairobi, Chicago, Helsinki, Rio de Janeiro, and Singapore. Each grant is tailored to the unique opportunities and challenges of the recipient city, and IBM teams have addressed a wide range of topics. Information on past grants, including samples of successful applications, can be found at www.smartercitieschallenge.org.

Smarter Cities Challenge 2015 Application

Past winners have implemented their Smarter Cities Challenge recommendations to tangibly improve the lives of their citizens, including the following in the past year:

The Smarter Cities Challenge has worked with a diverse portfolio of cities around the world, ranging from regional hubs to global leaders including Nairobi, Chicago, Helsinki, Rio de Janeiro, and Singapore.

- Glasgow, United Kingdom announced a new one million pound fuel subsidy to provide affordable warmth to low-income elderly citizens. The city also won a $40 million grant from the Technology Strategy Board.
- Jacksonville, Florida unveiled JaxScore, a public-facing dashboard that provides information on the city's performance and progress on its top economic development priorities including building permits issued, jobs created, veterans served, and more.
- Johannesburg, South Africa has implemented a comprehensive technology solution to address crime, public safety and emergency management.
- Nanjing, China implemented a multi-platform social media strategy that engaged over 2 million people for the 2014 Youth Olympic Games.
- Porto Alegre, Brazil created Digital PoA, a program supporting the city's new policy of open data and which facilitates two-way dialogue among citizens, city officials, collectives and local organizations.
- Syracuse, New York announced that the first year of its land bank program, which used IBM insights to identify homes to revitalize, had secured a 69% increase in collection of delinquent property taxes and fees compared to the previous year.
- Townsville, Australia earned the prestigious National Smart Infrastructure Award for the IBM / Townsville Smart Water Pilot currently underway to reduce water consumption.

Smarter Cities Challenge 2015 Application

Eligibility

For the 2015 cycle, the Smarter Cities Challenge is open to local and regional general-purpose governing bodies, including cities, counties, prefectures, boroughs, and districts. Special districts, such as port authorities, school districts or utility districts, are not eligible for the program at this time.

For the first time in 2015, cities that have previously received a Smarter Cities Challenge grant are eligible to apply for a second grant. The city must demonstrate substantive progress on the topic of their first grant. The new application may propose to build on the accomplishments resulting from the first grant, or address another topic.

The Smarter Cities Challenge 2015 application cycle will open on January 12 and close on February 6, 2015.

2015 Selection Process

The Smarter Cities Challenge 2015 application cycle will open on January 12 and close on February 6, 2015. The application consists of essay questions and a brief letter signed by the mayor or equivalent executive officer of the municipal government certifying the submission and designating the project as a high priority. Both components should be submitted through the Smarter Cities Challenge website.

Applications will be accepted in the following languages: **English, French, Spanish, Chinese, Japanese, and Korean.**

As part of the application review process, IBM Citizenship staff may contact the person listed on the application for additional information. Finalist cities will be invited to participate in an in-person interview with the mayor or equivalent executive officer and IBM Citizenship leaders. All cities will be notified about the status of their application by email in May 2015. Grants awarded at that time will be deployed over the following 12 months, from June 2015 to May 2016.

Smarter Cities Challenge 2015 Application

Selection Criteria

Quality of Challenge Topic

- Outline a critical strategic challenge to be explored rather than a known solution to be implemented
- Explain how successfully addressing the topic would tangibly improve the lives of citizens
- Show that the city and its leadership has direct oversight over the proposed topic area
- Emphasize efforts to address cross-system or cross-sector challenges

If questions arise about the program or application process, please reach out to the IBM Citizenship Manager for your geography, or contact the IBM Smarter Cities Challenge team at info@smartercitieschallenge.org.

City commitment and capacity

- Demonstrate strong, dynamic leadership with clear track records of innovation and accomplishment
- Affirm that the city leader will be personally accessible for meetings with the team at the kick-off, at mid-point, and at the close of the project
- Demonstrate the support of other governmental and civic leaders who have oversight over other relevant parts of the system. While applications must be submitted by a local or regional government entity, partnerships with key stakeholders in the government, private, academic, and nonprofit (voluntary) sectors are encouraged.
- Outline plans for providing access to all relevant data
- Identify a project manager from senior staff who would provide access to key stakeholders during an SCC engagement
- Make a physical space close to key city leaders available as a workspace for the team
- Lay out a robust plan for implementing the recommendations delivered by the SCC team. Applications that propose to leverage additional resources to address the application topic are encouraged. Examples: federal or state/provincial funding secured; municipality has earmarked funding for implementing SCC recommendations; funding and/or technical assistance secured from private funders such as foundations.
- Commit to reporting progress and impact to IBM on a quarterly basis for 12 months following grant implementation

Smarter Cities Challenge 2015 Application

Contact information:

Applying City or Regional Authority

City or Regional Authority	
State/Province	
Country	

City Leader: Mayor or equivalent executive leader

Honorific (Ms, Mr, Dr, etc)	
First Name	
Last Name	
Title	
When did s/he begin serving as city leader? (Month, Year)	
If elected:	
End of term (Month, Year)	
Is sh/e eligible for reelection? (Y/N)	

Smarter Cities Challenge 2015 Application

Contact information:

Contact Person

Honorific (Ms, Mr, Dr, etc)	
First Name	
Last Name	
Title	
E-mail Address	
Phone Number	
Street Address 1	
Street Address 2	
City	
State/Province	
Country	
Postal Code	

Smarter Cities Challenge 2015 Application

Proposed Topic

A. What challenge facing the city or region do you propose addressing with a Smarter Cities Challenge grant? Please provide a brief summary of the context surrounding the proposed topic area, including past efforts and current initiatives. If desired, include links to relevant articles, papers or blogs covering the topic to provide our review team with additional background material. *Previous Smarter Cities Challenge winners only: does the proposed topic relate to the topic of the city's first Smarter Cities Challenge grant? If so, how does it build on that work?*

1600 character limit

B. Which key stakeholders are invested in the proposed topic area, both inside and outside of government? Please describe their current roles and involvement in the topic area.

1600 character limit

Proposed Topic

C. Which senior staff member would serve as the project's sponsor, and potentially lead the implementation of recommendations?

300 character limit

D. Which areas are connected to the proposed topic? (check all that apply)

- [ ] Economic Development
- [ ] Water, Energy & Environment
- [ ] Health & Social Services
- [ ] Transportation
- [ ] Public Safety
- [ ] Other

Proposed Topic

E. What systemic factors prevent the city and community from addressing this issue without a Smarter Cities Challenge grant (for example: insufficient budget, organizational culture, regulation, legislation, etc.)?

4000 character limit

Anticipated Outcomes

A. What would be successful short and long-term outcomes of a Smarter Cities Challenge engagement for the city?

4000 character limit

Anticipated Outcomes

B. After the engagement, what specific actions would be taken to implement recommendations? What efforts would be taken to share best practices with other cities and regions?

4000 character limit

Capacity for Driving Change

A. Please describe the city's accomplishments in encouraging innovation and driving change, that demonstrate the city's and city leader's capacity for acting on recommendations delivered by an SCC grant. Previous Smarter Cities Challenge winners: please describe the progress the city has made on the topic of the city's first Smarter Cities Challenge grant, including implementation of Smarter Cities Challenge recommendations and related efforts.

1600 character limit

Executive Sponsorship

A. Please attach a letter, signed by the mayor or equivalent top executive of the municipality certifying the city's submission to the Smarter Cities Challenge.

Data

A. What role can open data and citizen engagement play in addressing the proposed topic area?

1600 character limit

B. What data relevant to the topic area would be available to a Smarter Cities Challenge team for analysis? What data relevant to the topic area is not available?

1600 character limit

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE CHIEF OF POLICE AS MANAGER'S DESIGNEE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE ENFORCEMENT PERIOD OF MARCH 13, 2015 TO JANUARY 1, 2016 AND PROVIDING THE CITY OF NEWBURGH WITH AN AWARD NOT TO EXCEED $2,696.00 COVERING 60 MAN-HOURS FOR THE FIRST ENFORCEMENT PERIOD OF 2015 (MARCH 13, 2015 – MAY 26, 2015)

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh for the enforcement period of March 13, 2015 and ending January 1, 2016; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period – March 13, 2015 through May 26, 2015, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period – July 3, 2015 through September 8, 2015, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period – October 13, 2015 through January 1, 2016, which includes Thanksgiving, Christmas and New Years holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed $2,696.00 covering 60 man-hours for the First Enforcement Period of 2015; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2015 by a separate written award letter prior to the commencement of each such enforcement period; and

WHEREAS, this Council has determined that entering into such agreement would be 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 or the Chief of Police as Manager's designee be and he is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the enforcement period of March 13, 2015 through January 1, 2016 and in order to fund the additional cost of stepped-up police patrols and related court appearances and providing the City of Newburgh with an award not to exceed $2,696.00 covering 60 man-hours for the First Enforcement Period of 2015 (March 13, 2015 through May 26, 2015); and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York that the City Manager or the Chief of Police as Manager's designee be and he is hereby authorized to accept subsequent awards for the Second Enforcement Period (July 3, 2015 through September 8, 2015) and Third Enforcement Period (October 13, 2015 through January 1, 2016) covered by the 2015 STOP-DWI Agreement.

Steven M. Neuhaus
County Executive

Coordinator
Craig Cherry
Deputy Commissioner
Police Services

Administrator
Christina Hale

ORANGE COUNTY NEW YORK

Stop-DWI / Traffic Safety Programs

22 Wells Farm Rd
Goshen, N.Y. 10924
845-615-0575

TO: **City of Newburgh**

FROM: Craig Cherry, Orange County Stop-DWI Coordinator

DATE: February 3, 2015

Enclosed is your Department's contract for the 2015 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 13, 2015 and ending on January 1, 2016**. The contract is for participation for the **full year.** The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 13, 2015 and ending on May 26, 2015 in the amount of **$2696 /60.** You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract to the above address at your earliest convenience to insure that your Department can participate in the enforcement period. A Board Certified Resolution is required for the acceptance of this contract as well as for the authorization of a designated official to execute the contract for your municipality.

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's Stop-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.

Received
2/17/2015
CNPD

INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this ____ day of _____, 2015, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the City of Newburgh, a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on January 30th, 2015 and end January 11, 2016.

ARTICLE 3. PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

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

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

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

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

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

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

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

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

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

COUNTY OF ORANGE

By: _____
Steven M. Neuhaus
County Executive

DATE: _____

MUNICIPALITY

By: _____
Name:
Title:

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 13, 2015 through May 26, 2015, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 3, 2015 through September 8, 2015, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – October 13, 2015 through January 1, 2016, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period October 13, 2014 through January 1, 2015, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **$2696** covering **60** man-hours for the first enforcement period of 2015. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2015.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2015 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between:

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

THE EAST COAST BASEBALL LEAGUE, c/o Colin Cummins, 3194 McDowell Drive, Mississauga, ON L5M 6P2 hereinafter called "Licensee".

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

ARTICLE 1: Term.

This Agreement shall run from May 1, 2015 to September 30, 2015.

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a revocable license to use the municipal stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for play of baseball games by the East Coast Baseball League for the period of time set forth above pursuant to a written schedule of 16 night games to be played on Wednesday, Thursday or Friday nights and 14 afternoon games to be played on Saturday or Sunday to be submitted to and approved in writing by the City Manager or his designee. The City shall provide field lighting, field maintenance and access to the press box. The City has sole authority to cancel or delay game(s) due to inclement weather. The City will make reasonable attempt to notify Licensee of cancellation of games due to inclement weather two (2) hours before scheduled game time.

B. The City shall further grant to the Licensee a non-exclusive right to operate concessions in a designated area of the stadium under the following terms and conditions:

1. The Licensee agrees to use and occupy the designated area for no other purposes than for the sale of hot and cold foods, non-alcoholic beverages, ice cream and ice cream products for public use. Prior to beginning use of the designated area, the Licensee shall obtain from the Orange County Department of Health, all permits and licenses necessary to sell food and beverages and provide the City with proof that such permits and licenses have been obtained. The Licensee shall, at his, her or its own cost and expense, furnish all labor, food and non-alcoholic beverage supplies.

2. Nothing herein contained shall prohibit City employees or the public from bringing food or non-alcoholic beverages into the diamond for personal consumption.

3. The Licensee shall not sell any product which is bottled or otherwise packaged in a glass container. Alcoholic and other intoxicating substances are prohibited in the stadium, parking lot and all other areas of Delano-Hitch Recreation Park.

4. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Concession at this diamond which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated by the County of Orange, State of New York including but not limited to the rules and regulation of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder.

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

6. In the event the designated area is destroyed by fire, flood, casualty, or any other circumstances, or reason or cause, then this agreement shall cease and terminate, but the Licensee shall pay to the City the fees earned by the City pursuant to this agreement up to the date of such termination.

7. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

8. The Licensee shall not make any repairs to the Concession equipment without the express written permission of the City Manager or his designee. If Licensee fails to obtain such written permission, any and all repairs made to the Concession equipment shall be at the expense of the Licensee and the City shall not be responsible for compensating Licensee for any funds so expended.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall provide the City Manager or his designee a written schedule of all games and other uses of the facility for the entire 2015 season and failure to do so may result in City canceling any or all such game(s). The Licensee shall provide the City with 48 hours notice to hold a rescheduled game. All games must start on time except for weather delay as determined by the City. No game may be scheduled to start after 8:00 p.m.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the stadium as is required by their use thereof. The Licensee shall return the field and stadium to the City in a clean condition free of all equipment, garbage and debris. Licensee shall, be responsible to perform all work necessary to restore the field at the Stadium to a playable condition for each subsequent game. The Licensee shall repair all damage incurred to the field and diamond during the exercise of the license.

C. The Licensee shall have a representative with authority over all activities present at all East Coast Baseball League games at all times. The Licensee shall provide for the collection of tickets for all games played by them during the period of this agreement. Licensee shall lock press box and set the alarm set after each use. Licensee shall use public address system in a professional manner and shall not permit music or speech which contains profanity, sexual connotations or racial slurs. Noise levels shall be kept at appropriate decibel levels so as not to disturb neighbors.

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

E. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in games or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servant, employees or invitees during the period of this agreement.

F. Licensee agrees to meet with City officials no fewer than three (3) times during the term of this Agreement to review the work performed and to be performed by Licensee pursuant to its obligations under this Agreement; which in any event shall remain under the continuous supervision and subject to the final approval of City officials including but not limited to those of the Department of Public Works.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for the use of the stadium during the period of this agreement, $500.00 (FIVE HUNDRED AND 00/100 DOLLARS) per game for a minimum of 30 games played. Payment of $5,000.00 (FIVE THOUSAND DOLLARS) shall be paid by the Licensee at least ten (10) business days before the first game played pursuant to the schedule of games submitted to and approved by the City Manager or his designee; a payment of $5,000.00 (FIVE THOUSAND DOLLARS) shall be paid by the Licensee on or before July 1, 2015; and a payment of $5,000.00 (FIVE THOUSAND DOLLARS) shall be paid by the Licensee on or before August 1, 2015. In addition, the Licensee shall pay to the City, as and for a fee for the use of the stadium during the

period of this agreement, FIVE (5%) PERCENT of the total revenue collected from sponsorship within thirty (30) days of the conclusion of the last game of the season.

B. The Licensee shall pay to the City, as and for a fee for the use of the designated concession area during the period of this agreement, FIFTEEN (15%) PERCENT of the gross take for each season. Payment of such fee shall be paid each month by the Licensee within thirty (30) days of the conclusion of the last game for each season. The Licensee shall maintain books and records to account for the operation of the concession and shall make such books and records available for the City's review upon ten (10) days notice to review same.

ARTICLE 5: Insurance.

The Licensee shall not commence play nor operate concessions nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this contract.

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

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

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

ARTICLE 8: City's Right to Terminate Agreement.

The City shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or

(b) The Licensee fails to make prompt payment as required by this agreement; or

(c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or

(d) The Licensee is guilty of substantial violation of any provision of this agreement.

2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days notice to the Licensee, terminate the agreement with the Licensee for the City's convenience. If the City elects to terminate this agreement, the City shall reimburse Licensee for the unused portion of the fees set forth in Article 4, Paragraph A of this Agreement based on a thirty (30) game schedule.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good

any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

ARTICLE 10: Indemnity and Save Harmless Agreement.

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

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

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

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

ARTICLE 13: Notices.

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

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

TO: Colin Cummins
East Coast Baseball League
3914 McDowell Drive
Mississauga, ON L5M 6P2
845-372-3495

ARTICLE 14: Waiver.

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

ARTICLE 15: Modification:

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

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

THE CITY OF NEWBURGH

By: _____
MICHAEL G. CIARAVINO
City Manager
Per Resolution No.:

EAST COAST BASEBALL LEAGUE

By: _____

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
JOHN J. ABER
City Comptroller

RESOLUTION NO.: _____ - 2015

OF

MARCH 23, 2015

A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT FOR USE OF DELANO-HITCH RECREATION PARK BY THE NEWBURGH NUCLEARS

WHEREAS, the Newburgh Nuclears have requested permission to play their 2015 season home games at Delano-Hitch Stadium; and

WHEREAS, Section 163-1 of the City Code of the City of Newburgh provides that all fees and charges for use of the Delano-Hitch Stadium may be included in a license agreement approved by the City Council as may be deemed appropriate by the City Manager or his designee; and

WHEREAS, the Parks and Recreation Director, as the City Manager's designee, has recommended fees and payments to the City of Newburgh by the Newburgh Nuclears for the use of the Delano-Hitch Stadium for their home games during the 2015 season as set forth in the license agreement annexed hereto and made part hereof; and

WHEREAS, the City Council has examined such license agreement and determined it to be in the best interests of the City of Newburgh to enter into such license agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized, to execute and enter into the aforementioned license agreement on behalf of the City of Newburgh, with such other terms and conditions as may be deemed necessary by Corporation Counsel, for the use of Delano-Hitch Stadium by the Newburgh Nuclears during the 2015 baseball season.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between:

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

THE NEWBURGH NUCLEARS, c/o Louis J. Gizzarelli CPA, 1658 Rt. 300, Newburgh, New York 12550 hereinafter called "Licensee".

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

ARTICLE 1: Term.

This Agreement shall run from May 1, 2015 to October 31, 2015.

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a revocable license to use the municipal stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for play of baseball games by the Newburgh Nuclears for the period of time set forth above pursuant to a written schedule to be submitted to and approved in writing by the City Manager or his designee. The City shall provide field lighting, maintenance and locker space for players/participants in a location in the Delano-Hitch Recreation Park to be determined by the City. The City has sole authority to cancel or delay game(s) due to inclement weather. The City will make reasonable attempt to notify Licensee of cancellation of games due to inclement weather two (2) hours before scheduled game time.

B. The City shall further grant to the Licensee a non-exclusive right to operate concessions in a designated area of the stadium under the following terms and conditions:

1. The Licensee agrees to use and occupy the designated area for no other purposes than for the sale of hot and cold foods, non-alcoholic beverages, ice cream and ice cream products for public use. Prior to beginning use of the designated area, the Licensee shall obtain from the Orange County Department of Health, all permits and licenses necessary to sell food and beverages and provide the City with proof that such permits and licenses have been obtained. The Licensee shall, at his, her or its own cost and expense, furnish all labor, food and non-alcoholic beverage supplies.

2. Nothing herein contained shall prohibit City employees or the public from bringing food or non-alcoholic beverages into the diamond for personal consumption.

3. The Licensee shall not sell any product which is bottled or otherwise packaged in a glass container. Alcoholic and other intoxicating substances are prohibited in the stadium, parking lot and all other areas of Delano-Hitch Recreation Park.

4. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Concession at this diamond which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated by the County of Orange, State of New York including but not limited to the rules and regulation of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder.

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

6. In the event the designated area is destroyed by fire, flood, casualty, or any other circumstances, or reason or cause, then this agreement shall cease and terminate, but the Licensee shall pay to the City the fees earned by the City pursuant to this agreement up to the date of such termination.

7. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

8. The Licensee shall not make any repairs to the Concession equipment without the express written permission of the City Manager or his designee. If Licensee fails to obtain such written permission, any and all repairs made to the Concession equipment shall be at the expense of the Licensee and the City shall not be responsible for compensating Licensee for any funds so expended.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall provide the City Manager or his designee a written schedule of all games and other uses of the facility for the entire 2015 season and failure to do so may result in City canceling any or all such game(s). The Licensee shall provide the City with 48 hours notice to hold a rescheduled game. All games must start on time except for weather delay as determined by the City. No game may be schedule to start after 8:00 p.m.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the stadium as is required by their use thereof. Licensee shall, be responsible

to perform all work necessary to restore the field at the Stadium to a playable condition for each subsequent game.

C. The Licensee shall have a representative with authority over all activities present at all Newburgh Nuclears games at all times. The Licensee shall provide for the collection of tickets for all games played by them during the period of this agreement. Licensee shall lock press box and set the alarm set after each use. Licensee shall use public address system in a professional manner and shall not permit music or speech which contains profanity, sexual connotations or racial slurs. Noise levels shall be kept at appropriate decibel levels so as not to disturb neighbors.

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

E. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in games or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servant, employees or invitees during the period of this agreement.

F. Licensee agrees to meet with City officials no fewer than three (3) times during the term of this Agreement to review the work performed and to be performed by Licensee pursuant to its obligations under this Agreement; which in any event shall remain under the continuous supervision and subject to the final approval of City officials including but not limited to those of the Department of Public Works.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for the use of the stadium during the period of this agreement, $10,000.00 (TEN THOUSAND AND 00/100 DOLLARS) for a minimum of 70 games played. A payment of $5,000.00 (FIVE THOUSAND DOLLARS) shall be paid by the Licensee at least ten (10) business days before the first game played pursuant to the schedule of games submitted to and approved by the City Manager or his designee and a payment of $5,000.00 (FIVE THOUSAND DOLLARS) shall be paid by the Licensee on before July 1, 2015. In addition, the Licensee shall pay to the City, as and for a fee for the use of the stadium during the period of this agreement, FIVE (5%) PERCENT of the total revenue collected from sponsorship within thirty (30) days of the conclusion of the last game of the season.

B. The Licensee shall pay to the City, as and for a fee for the use of the designated concession area during the period of this agreement, FIFTEEN (15%) PERCENT of the gross take for each season.

Payment of such fee shall be paid each month by the Licensee within thirty (30) days of the conclusion of the last game for each season. The Licensee shall maintain books and records to account for the operation of the concession and shall make such books and records available for the City's review upon ten (10) days notice to review same.

C. The members of the Newburgh Nuclears shall perform maintenance of the field at Delano-Hitch Stadium as described in Schedule "A" attached hereto and made part hereof, in coordination with the Department of Public Works.

ARTICLE 5: Insurance.

The Licensee shall not commence play nor operate concessions nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this contract.

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

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

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

ARTICLE 8: City's Right to Terminate Agreement.

The City shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or

(b) The Licensee fails to make prompt payment as required by this agreement; or

(c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or

(d) The Licensee is guilty of substantial violation of any provision of this agreement.

2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days notice to the Licensee, terminate the agreement with the Licensee for the City's convenience. If the City elects to terminate this agreement, the City shall reimburse Licensee for the unused portion of the fees set forth in Article 4, Paragraph A of this Agreement based on a seventy (70) game schedule.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall

assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

ARTICLE 10: Indemnity and Save Harmless Agreement.

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

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

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

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

ARTICLE 13: Notices.

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

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

TO: Louis J. Gizzarelli CPA
The Newburgh Nuclears
1658 Rt. 300
Newburgh, New York 12550
845-566-4516

ARTICLE 14: Waiver.

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

ARTICLE 15: Modification:

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

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

THE CITY OF NEWBURGH

By: _____
MICHAEL G. CIARAVINO
City Manager
Per Resolution No.:

THE NEWBURGH NUCLEARS

By: _____
LOUIS J. GIZZARELLI

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
JOHN J. ABER
City Comptroller

SCHEDULE "A"

The Newburgh Nuclears shall perform maintenance in the Delano-Hitch Stadium as follows:

1. Complete Stadium preparation and closure for all games scheduled by the Newburgh Nuclears.
2. Game preparation, maintenance and clean-up:
    - Line, mark and prepare field for every game, except for the first game of the day, for which the City shall be responsible.
    - Rake, drag and close down stadium field after every game
    - Cover pitcher's mound and plate daily
    - Clean stadium of large debris after every game and sweep stadium weekly
    - Empty trash receptacles and remove trash bags to area designated by City for collection
    - Water infield after every game

The City shall provide overall supervision of maintenance.

ORDINANCE NO.: 3 - 2015

OF

MARCH 9, 2015

AN ORDINANCE AMENDING SECTION 163-1 "SCHEDULE OF CODE FEES" OF CHAPTER 163 "FEES" OF THE CODE OF THE CITY OF NEWBURGH

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

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

§ 163-1. Schedule of Code Fees.

Chapter 220, Parks and Recreation Areas

§ 220-17	Delano-Hitch Recreation Park:	
	Use of multipurpose activity center building:	
	Application fee:	$50
	Usage fees:	
	(1) Organizations whose membership is 50% or more City residents:	$200 for 4 hours or less $50 for each additional hour, or part thereof
	(2) Organizations whose membership is less than 50% City residents:	$400 for 4 hours or less $100 for each additional hour, or part thereof Usage fees shall be reduced by 25% for any group or organization sponsoring 10 or more events in any calendar year.
	Use of facility's kitchen	$100 <u>additional fee for duration of event</u>

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Underlining denotes addition

	Refundable damage fee	$500
§ 220-19	Use of Aquatic Center and Athletic Fields	
	Swimming pool:	
	Season pass: 4 family members	$100
	Daily fee per 2 ½ hour session	$2 per adult (18 and over) $1 per child (17 and under)
	Summer camp programs	$2 per child per day Monday through Friday 8:00 am to 11:00 am; Reservations Required
	~~Softball diamonds:~~	
		~~Per game $225~~ ~~League fee $250 per team~~
	Baseball Field No. 1	
	City of Newburgh youth teams	$25.00 per game
	All other adult or youth teams	$40.00 per game $55.00 per night game $70.00 per double-header $100 per ½ day $175 per full day
	Baseball Field Nos. 2, 3 and 4	
	City of Newburgh youth teams	$25.00 per game
	All other adult or youth teams	$40.00 per game $70.00 per double-header $100 per ½ day $175 per full day
		All games played by the City of Newburgh Little League Baseball Program shall be approved pursuant to a separate license agreement between the Program and the City Manager.
	Football/Soccer field:	
	City of Newburgh-based youth teams	All games shall be approved pursuant to a separate license agreement between the

	Program and the City Manager
Non-City youth teams	$200 per day game; $350 per night game
City of Newburgh-based adult teams	$150 per day game; $175 per night game
Non-City adult teams	$300 per day game; $350 per night game
Adult league	$800 per team
~~Football field:~~	
~~Non-City youth teams~~	~~$200 per day game; $200 per night game~~
~~City of Newburgh-based adult teams~~	~~$275 per day game; $350 per night game~~
~~Non-City adult teams~~	~~$450 per day game; $550 per night game~~
	~~All games played by the City of Newburgh Pop Warner Football Program shall be approved pursuant to a separate license agreement between the Program and the City Manager.~~
Delano-Hitch Basketball courts:	
Tournaments	City Resident or Organization $150 ~~250~~ per day Non-City Resident or Organization $300 per day
Leagues	City-based league: $150 per team Non-City-based league: $200 per team
Use of area for non-sports ~~basketball~~ event	$250 per day
Delano-Hitch Tennis Courts:	
Clinic/Tournament	City Resident or Organization $200 per day

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Underlining denotes addition

		Non-City Resident or Organization $300 per day
	Use of area for non-sports event	$250 per day
	Summer camp for ages six years to 13 years old	City Residents: $ ~~200~~ 350 per child; $50 discount for each additional sibling Nonresidents: $ ~~300~~ 450 per child
§ 220-21	Launching boat or jet skis at Newburgh Boat Launch	Daily permit: $15 Season permit: $100
§ 220-26	Desmond Tennis Courts (Lily and South Street)	
	Clinic/Tournament	City Resident or Organization $200 per day Non-City Resident or Organization $300 per day
	Use of area for non-sports event	$250 per day
§ 220-26	Gidney Avenue Basketball Courts	
	Tournaments	City Resident or Organization $100 per day Non-City Resident or Organization $200 per day
	Leagues	City-based league: $150 per team Non-City-based league: $200 per team
	Use of area for non-sports event	$250 per day
§ 220-34	Use of Delano-Hitch Stadium	
	Non-sporting event:	
	Application fee	$50
	Usage fees:	
	~~(1) For each event and/or program~~	

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Underlining denotes addition

~~sponsored by New York State, not-for-profit organizations in which residents of the~~ City of Newburgh non-profit organization ~~comprise 50% or more of such group's or organization's membership~~ $200 per day

~~(2) For each event and/or program sponsored by New York State,~~ Non-City of Newburgh not-for-profit organization ~~in which residents of the City of Newburgh comprise less than 50% of such group's or organization's membership~~ $300 per day

~~(3) For each event and/or program sponsored by any other type of organization in which residents of the~~ City of Newburgh Resident or Organization ~~comprise 50% or more of such group's or organization's membership~~ $350 per day

~~(4) For each event and/or program sponsored by any other type of organization in which residents of the~~ Non-City of Newburgh Resident or Organization ~~comprise less than 50% of such group's or organization's membership~~ $800 per day

Usage fees shall be reduced by 25% for any group or organization sponsoring 10 to 20 events in any calendar year.

Any group or organization sponsoring more than 20 events in any calendar year shall pay usage fees set by the City Manager with the approval of the City Council.

Security deposit: $500

~~(1) For organizations in which City of Newburgh residents comprise 50% or more of such organization's membership $500~~

~~(2) For organizations in which City of Newburgh residents comprise less than 50% of such organization's membership $1,000~~

Sporting events:

City of Newburgh ~~based~~ youth teams ~~where 50% or more of the team's roster is comprised of City of Newburgh residents~~ $25 per game

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Underlining denotes addition

	~~Non-City youth teams~~	~~$100 per day game; $150 per night game~~
	City-of-Newburgh~~-based~~ adult teams	$ 60~~125~~ per ~~day~~ game~~; $150 per night game~~
	Non-City~~-based~~ youth or adult teams	$75~~150~~ per day game; $100 ~~175~~ per night game; $150 per double-header; $250 for ½ day; $500 for full day
		All fees and charges referred to in this entry may be included in a license agreement, upon the approval of the City Council, ~~be deemed satisfied, in whole or in part, by labor performed by the members of the group or organization in the maintenance of the field at Delano-Hitch Stadium and the grounds of the Delano-Hitch Recreation Park~~ as may be deemed appropriate by the City Manager or the City Manager's designee.
	Use of parking lot for non-sporting event	$250 per day

Chapter 242, Reservoirs

§ 242-4	Browns Pond Boat Rental	City residents: $10.00 per day Non-residents: $20.00 per day Extra passengers over 16 years of age: $5.00 per passenger
	~~Fishing in City reservoirs, daily permit~~	
	~~With use of City-owned boats, 1 person~~	~~City resident: $6 per day~~ ~~Non-City resident: $10 per day~~
	~~Extra passengers~~	~~2 City residents in a boat: $10 per day~~ ~~2 non-City residents in a boat: $18 per day~~

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Underlining denotes addition

~~Person 60 years of age and older~~	~~3 City residents in a boat: $14 per day~~ ~~3 non-City residents in a boat: $26 per day~~ ~~City residents: free on Monday~~ ~~Non-City residents: half price on Mondays~~

Section 2. This ordinance shall take effect immediately.

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Underlining denotes addition

LAND USE LAW CENTER

PACE UNIVERSITY SCHOOL OF LAW

WHITE PLAINS NEW YORK

ECONOMIC DEVELOPMENT POLICY STATEMENT

January 2015

This draft document is to assist the cities and villages participating in the Mayors' Redevelopment Roundtable regarding the initiation of a strategic sustainable economic development planning effort. This resolution identifies the objectives of the economic development policies to be considered by Roundtable communities and outlines the process to be followed at the local level. Its purposes are to set the stage for each community to create and adopt an economic development policy as a supplement to its comprehensive plan and, by acting in concert with other communities in the Roundtable, to foster needed urban economic development in the region and thereby to become more competitive for state funding for economic development projects.

RESOLUTION NO. ____ - 2014

Resolution Establishing an Economic Development Policy and Process for the City/Village of _____

WHEREAS, economic development planning is a priority for the City/Village of _____ in order to promote jobs, further market realistic building projects, provide housing for workers and others in need of residences, increase tax ratables, achieve energy conservation and other sustainability objectives; and create a livable community;

WHEREAS, economic markets and available public and private sources of finance have changed dramatically in recent years;

WHEREAS, the extent to which market-ready development can occur in a community is dependent on the existence of policies in the local comprehensive plan that support zoning and land use regulation for such development;

WHEREAS, an economic development policy may be adopted as a supplement to an existing comprehensive plan to guide the local legislature and its land use boards and staffs in adopting strategies for successful economic development;

WHEREAS, for economic development to be feasible, an economic development plan must be adopted that accounts for market changes and existing financial resources in order to guide the legislative body and planning board concerning their decisions regarding land use regulation and project review and approval;

WHEREAS, state policy has recently changed to emphasize the conformance of local plans and policies with adopted regional economic development and sustainability plans, as well as inter-municipal cooperation in planning, in awarding funds under a large number of state funding programs;

WHEREAS, those policies emphasize policies, programs, and projects that create compact, mixed use developments in areas served by existing infrastructure, including transit and that enhance developed urban communities as the economic engines of the Mid-Hudson Region, crate affordable places to live, work, and recreate, enhance tourism, and conserve energy, natural resources, building materials, while reducing harmful Greenhouse Gas emissions and water pollution;

WHEREAS, the city/village participates in the Mayors' Redevelopment Roundtable directed by the Land Use Law Center at Pace Law School, which is preparing a variety of best practices that accomplish these policy objectives based on current market and financial conditions;

WHEREAS, there is a need to reexamine whether our comprehensive plan contains goals, objectives, strategies, and implementation techniques that are consistent with our local needs and values, current market and finance conditions, and regional strategies;

WHEREAS, there is a need to establish a process whereby our community can examine these new circumstances, policies and practices as well as local conditions and needs;

WHEREAS, this process and its favorable results will create an opportunity for the cities and villages participating in the Mayors' Redevelopment Roundtable to lead the State in demonstrating how economic development components of local comprehensive plans can be drafted and adopted to create a collaborative vision for the urban communities in a region that builds on the unique assets and needs of each community.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL/VILLAGE BOARD OF TRUSTEES OF THE CITY/VILLAGE OF _____ that it shall be the legislative policy of the City/Village to create and adopt a policy supplement to its comprehensive plan to accomplish the objectives listed in the Whereas clauses above;

RESOLVED, that the City Council/Board of Trustees directs the staff of the relevant departments of the City/Village, their administrators and executives, to create a step-by-step process of involving all key stakeholders, civic and neighborhood leaders, consultants, and economic development partners, and the members of the planning board to participate in creating an economic development policy as a supplement to the comprehensive plan.

RESOLVED, that, in view of the urgency of stimulating economic development, this effort is intended to be integrated into the recent and existing planning efforts of the City/Village, informed by current data and reports regarding private sector market needs and financing and available public funding resources, and be completed as soon as possible.

RESOLVED, that this Resolution shall take effect immediately.

ADOPTED: _____

ATTEST:
City/Village Clerk

LOCAL LAW NO.: _____ - 2015

OF

_____, 2015

A LOCAL LAW AMENDING CITY CHARTER SECTION C5.05 ENTITLED "DUTIES OF CITY MANAGER" OF THE CODE OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending City Charter Section C5.05 entitled 'Duties of City Manager'".

SECTION 2 – AMENDMENT

§ C 5.05, Paragraph B of the City Charter is hereby amended as follows:

The City Manager shall be responsible to the Council for the administration of all City affairs. Specifically, it shall be his duty:

B. To appoint and to remove the heads of all departments, the members of all boards and commissions and all subordinate officers and employees of the City, except as otherwise provided herein. The appointment of the heads of all departments shall be subject to confirmation of the City Council by a majority vote.

SECTION 3 - VALIDITY

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

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

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Underlining denotes additions

DRAFT