



## CITY COUNCIL AGENDA

September 20, 2010

7:00 pm

### Mayor:

Prayer  
Pledge of Allegiance

### City Clerk:

Roll Call  
Approval of the minutes of the regular meeting of September 7, 2010

### Awards:

Certificate of Appreciation awarded to Pastor Rosey Andrews of Northeast Gateway to Freedom for coordinating and implementing the Children's Lunch Initiative in the City of Newburgh

### Executive Session:

1. Pending Litigation: Bluestone Development
2. Property Disposition

### Communications:

3. Notice of Claim: Bluestone Developers, Inc. v. City of Newburgh
4. Notice of Claim: Ann Schebesta v. City of Newburgh
5. Notice of Claim: William Gilmore v. City of Newburgh
6. Notice of Claim: Letitia Politi v. City of Newburgh
7. Summons & Verified Complaint: Frank A. Monaco v. City of Newburgh

### Proposed Public Hearings:

8. Res. 217 - 2010  
A resolution scheduling a public hearing for October 25, 2010 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant program for the consolidated plan for housing and community development for fiscal year 2011.

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

9. Resolution No. 218 - 2010  
A resolution of the City Council of the City of Newburgh pursuant to the State Environmental Quality Review Act ("SEQRA") assuming lead agency status with respect to an amendment to Chapter 266 of the Code of the City of Newburgh, entitled "Subdivision of Land," classifying the action as an unlisted action, adopting the short form environmental assessment form ("EAF") attached hereto, making a finding of negative significant impact on the environment with respect to said action and authorizing the City Manager to execute same on behalf of the City of Newburgh.
10. Ordinance No. 15 -2010  
An ordinance amending various sections of Chapter 266, entitled "Subdivision of Land" within the Code of the City of Newburgh.
11. Ordinance No. 16 – 2010  
An ordinance amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh.
12. Resolution No. 219 – 2010  
A resolution authorizing the City Manager to execute an agreement with Ikon Office Solutions, Inc. for a Ricoh MP 2000 copier for the assessor's office at a cost of \$124.73 per month for a period of 36 months. This will replace the existing copier that has exceeded its useful life and will result in a savings of \$122.31 per month.
13. Resolution No. 220 – 2010  
A resolution to accept a gift of \$100.00 from Al and Judith Blanco in memory of John Silvagni to be used for the Recreation Department.
14. Resolution No. 221 – 2010  
A resolution amending Resolution No. 185-2009, the Budget of the City of Newburgh, regarding amendments to the General Fund and the Water Fund to fund the early retirement incentive.
15. Resolution No. 222 – 2010  
A resolution amending Resolution No. 186-2010 authorizing a public auction of City-owned properties.

16. Resolution No. 223 – 2010

A resolution to authorize the settlement in the matter of Jose Rodriguez against the City of Newburgh in the amount of three-thousand seven-hundred and fifty dollars (\$3,750.00).

17. 2011 Preliminary Budget Presentation – Acting City Manager Richard F. Herbek

New Business:

Old Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

RESOLUTION NO.: 217 - 2010

OF

SEPTEMBER 20, 2010

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR  
OCTOBER 25, 2010 TO RECEIVE PUBLIC COMMENT ON THE  
CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO  
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE  
CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT  
FOR FISCAL YEAR 2011

BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2011; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 25th day of October, 2010 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

RESOLUTION NO.: 218 - 2010

OF

SEPTEMBER 20, 2010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") ASSUMING LEAD AGENCY STATUS WITH RESPECT TO AN AMENDMENT TO CHAPTER 266 OF THE CODE OF THE CITY OF NEWBURGH, ENTITLED "SUBDIVISION OF LAND," CLASSIFYING THE ACTION AS AN UNLISTED ACTION, ADOPTING THE SHORT FORM ENVIRONMENTAL ASSESSMENT FORM ("EAF") ATTACHED HERETO, MAKING A FINDING OF NEGATIVE SIGNIFICANT IMPACT ON THE ENVIRONMENT WITH RESPECT TO SAID ACTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME ON BEHALF OF THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh wishes to adopt an ordinance amending various sections of Chapter 266, entitled "Subdivision of Land" within the Code of the City of Newburgh; and

WHEREAS, in compliance with the New York State Environmental Conservation Law ("ECL") and the rules and regulations of the New York State Department of Environmental Conservation ("NYSDEC") (6NYCRR, Part 617) the City Council wishes to assume lead agency status with respect to such action; classify such action as an Unlisted Action and adopt the Short Form EAF attached hereto in pursuance of same;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh, New York, does hereby assume lead agency status with respect to an amendment to Chapter 266 of the Code of the City of Newburgh, entitled "Subdivision of Land;" and as lead agency does hereby classify such action as an Unlisted Action; and does hereby adopt the Short Form EAF attached hereto; make a finding of negative significant impact on the environment and does hereby authorize the City Manager to execute and submit same to all involved regulatory agencies and parties on behalf of the City of Newburgh, in compliance with the provisions and requirements of SEQRA, the Environmental Conservation Law and the rules and regulations of the New York State Department of Environmental Conservation.

## Appendix C

## State Environmental Quality Review

**SHORT ENVIRONMENTAL ASSESSMENT FORM**

For UNLISTED ACTIONS Only

**PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)**

1. APPLICANT/SPONSOR Newburgh City Council	2. PROJECT NAME Amendments to Land Subdivision Ordinance
3. PROJECT LOCATION: Municipality <u>Newburgh</u> County <u>Orange</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) City wide Code Amendments. Entire Jurisdiction affected.	
5. PROPOSED ACTION IS: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Amendments to the Newburgh Land Subdivision Ordinance regarding Definitions, Fee In Lieu for Parks and Open Space, Automatic Period of Approval, Street Specifications, and other minor changes.	
7. AMOUNT OF LAND AFFECTED: Initially <u>2035</u> acres Ultimately <u>2035</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: Entire City affected	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Edward Lynch, Director of Planning and Development</u> Date: <u>September 1, 2010</u> Signature: <u><i>E Lynch</i></u>	

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

OVER

1

Reset

**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.  
 Yes  No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.  
 Yes  No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:  
 No

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:  
 No

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:  
 No

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:  
 No

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:  
 No

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:  
 No

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:  
 No

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?  
 Yes  No If Yes, explain briefly:

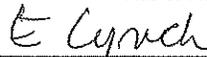
E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  
 Yes  No If Yes, explain briefly:

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination

City Council of Newburgh New York <hr/> Name of Lead Agency Richard Herbeck <hr/> Print or Type Name of Responsible Officer in Lead Agency <hr/> Signature of Responsible Officer in Lead Agency	September 1,2010 <hr/> Date Acting City Manager <hr/> Title of Responsible Officer  <hr/> Signature of Preparer (If different from responsible officer)
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ORDINANCE NO.: 15 - 2010

OF

SEPTEMBER 20, 2010

AN ORDINANCE AMENDING VARIOUS SECTIONS  
OF CHAPTER 266, ENTITLED "SUBDIVISION OF LAND"  
WITHIN THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that the following sections of Chapter 266, entitled "Subdivision of Land", of the Code of the City of Newburgh be and the same are hereby amended to read as follows:

Chapter 266, SUBDIVISION OF LAND

SECTION 1. ARTICLE I, General Provisions

§ 266-3. Definitions.

For the purpose of this chapter, the following words shall have the following meanings:

~~SUBDIVISION - The division of any parcel of land into two or more lots, parcels, sites or other divisions of land for immediate or future sale, with or without streets or highways, and includes resubdivision.~~ Division of any tract of land into two or more lots, plats, sites or parcels, for immediate or future sale or for building development with or without the creation of new streets, or highways, for the purpose of sale, transfer of ownership, or development. The term "subdivision" includes any alteration of lot lines or dimensions of any lots or sites shown on a plat previously approved, mapped on tax maps and filed in the office of the County Clerk.

SUBDIVISION, MINOR - Any alteration of a lot line or dimensions of any existing lot and subdivision of a parcel into no more than two lots on an improved street.

TIDAL WETLAND/FRESHWATER WETLAND - Any area which meets one or more of the following criteria:

A. Lands and waters of the state that meet the definition provided in § 24-0107.1 of the New York State Freshwater Wetlands Act (Article 24 and Title 23 of Article 71 of the Environmental Conservation Law) and have an area of at least 12.4 acres

or, if smaller, have unusual local importance as determined by the Commissioner of the Department of Environmental Conservation of the State of New York pursuant to § 24-0301.1 of the Act. The approximate boundaries of such lands and waters shall be determined pursuant to § 24-03-1.5 of the Act, or a map that has been amended or adjusted pursuant to § 24-0301.6 of this title.

B. All areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of hydrophytic vegetation as defined by the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (January 1989) prepared by the Federal Interagency Committee of the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Services, and U.S.D.A. Natural Resource Conservation Service.

**SECTION 2. ARTICLE II, General Procedure**

§ 266-6. Steps.

F. Prior to the approval of the final subdivision plat, the Planning Board shall make certain that the appropriate public improvements are installed and approved by the Planning Board and the City Engineer, or an acceptable performance bond, or other financial security acceptable to Corporation Counsel, in an amount specified by the City Engineer shall be posted with the City Manager Engineer. Forms for the submission of the final plat may be obtained from the City Planning Board. Prior to the submission of the final plat, streets and other public lands may be offered to the City Council for dedication. (See Article VII for requirements and details.)

**SECTION 3. ARTICLE III, Preliminary Plat Requirements**

§ 266-8. Form and content; endorsement.

B. Every preliminary plat submitted to the City Planning Board for its approval shall carry the following endorsement:

Approved by resolution of the Planning Board of the City of Newburgh, New York, on the..... day of....., 1920....., subject to all requirements and conditions of said resolution. Any change, erasure, modification or revision of this plat, as approved, shall void this approval. Signed this ..... day of ..... 1920..... by

.....  
Chairman

.....  
City Engineer

SECTION 4. ARTICLE IV, Design Standards

§ 266-13. Drainage.

J. ~~No open water body or pond Tidal or Freshwater Wetland shall be filled, in under any circumstances, and no wet or swampy area shall be filled in unless it can be shown to the City Planning Board that compensatory provision has been made.~~

§ 266-19. Open spaces.

~~Before approval of a plat, the City Planning Board may require the plat to show a park(s) located within said proposed subdivision or other open space(s) to be reserved for recreation purposes. The City Planning Board shall require open space to be reserved for all subdivisions containing more than 10% of the total area to be subdivided, and said reservations in respect to size, location and prospective use shall bear a reasonable relationship to the standards and proposals of the Comprehensive Development Plan.~~

The Board may require the reservation of land for park, playground or other recreational purposes where it makes a finding that a proper case exists for such reservation on sites containing residential units. Such findings shall include an evaluation of the present and anticipated future needs for park and recreational facilities in the City based on projected population growth to which the particular subdivision plat will contribute. In the event that the Board makes such a finding, the Board may require dedication of 10% of the gross area or a minimum of three contiguous acres of open space, whichever is greater, or, where the Board finds that a suitable park or parks of adequate size to meet the requirement cannot be properly located on such subdivision plat, the Board may require a sum of money in lieu thereof in an amount as set forth in Chapter 163, Fees. In making such determination, the Board shall assess the size and suitability of land shown on the subdivision plat which could be possible locations for park or recreational facilities as well as practical factors, including whether there is a need for additional facilities in the immediate neighborhood. Any money required by the Board in lieu of land for park, playground or other recreational purposes, pursuant to the provisions of this section, shall be deposited into a trust fund to be used by the City exclusively for park, playground or other recreational purposes, including the acquisition of property.

SECTION 5. ARTICLE V, Preliminary Plat

§ 266-21. Procedure.

The City Planning Board shall review the preliminary plat showing the foregoing requirements and, within ~~45~~ 62 days of the date of submission of the preliminary application, shall:

A. Have the preliminary plat reviewed by the City Engineer and, if a performance bond is to be posted by the subdivider, receive the preliminary cost estimate from the subdivider approved by the City Engineer for such improvements.

B. A public hearing shall be held on the preliminary plat. Notice of such hearing shall be published at least once in the official newspaper of the city at least 10 days before the date set for such hearing. Notice shall also be mailed at least 10 days prior to such hearing to the owners of all properties within 300 feet of the exterior boundaries of the property which is the subject of the application. The applicant shall prepare the notice and mailing and shall pay the cost of publication, mailing and the fees provided in § 163-6 of this Code. The Secretary of the Board shall perform the mailing and arrange for the publication of the notice. The applicant shall submit to the Board affidavits of the Secretary of the Board swearing that the required mailings and publication have been performed, which documents shall become part of the application. For the purpose of the mailings required by this section, the term "owner" shall be construed to mean the owner as indicated on the assessment roll of the City of Newburgh. The notice shall set forth a description of the action sought from the Board, the name of the project, the location of the project by street location and tax map designation, the number of lots sought to be created and when and where a copy of the proposed plat is available for public inspection.

C. Review any approval or disapproval of the Orange County Department of Health regarding sewage disposal in the subdivision.

D. Approve, conditionally approve or disapprove the preliminary plat.

E. Communicate in writing the terms of conditional approval or the reasons for disapproval to the subdivider.

F. Communicate in writing the character and extent of the required public improvements for which waivers have been requested and which, in their opinion, may be waived without jeopardy to the public health and general welfare.

G. If conditionally approved, so endorse, together with the conditions, on the appropriate place on both the original and the photographic Mylar or equal stable material and return only the photographic Mylar to the subdivider. One print each of the approved plat may be submitted to the City Engineer, City Clerk and the City Assessor.

#### § 266-24. Automatic approval.

If no action is taken by the City Planning Board within 45\_62 days from the date of its submission, such preliminary plat will stand automatically approved, and the City Clerk, upon demand, shall issue a certificate to this effect.

### SECTION 6. ARTICLE VI, Public Improvements

#### § 266-29. Specifications. EN

~~A. Permanent monuments.~~

~~(1) Concrete monuments three feet six inches in length dressed to six inches square at the top with a three-eighths inch drillhole in the center and not less than six inches square at the bottom shall be set to finish grade as shown on plats.~~

~~(2) No permanent monuments shall be installed until all construction which could destroy or disturb the monuments is completed.~~

~~B. Street grading, foundation, pavement, curbs and sidewalks. All items under this subsection shall conform to the applicable requirements of the State of New York Public Works Specifications of January 2, 1962, and all amendments to date, except as modified below:~~

~~(1) Street grading:~~

~~(a) The entire area of each street within the street right-of-way shall be cleared of all stumps, brush, roots, rocks or boulders and unsuitable material.~~

~~(b) Within each street, the full length and width of the roadway, including any required shoulders, shall be excavated to a depth of at least 18 1/2 inches below the finished surface or filled, as necessary, to a subgrade parallel to the finished grade herein specified.~~

~~(2) Street foundations. If the soil is soft or yielding or contains rocks or boulders, clay, sand pockets, peat or other material detrimental to the subgrade, such material shall be removed to such additional depth as required by the City Engineer and replaced with wellcompacted selected granular fill material approved by him. Where fills are very deep, the material shall be placed in layers of approximately one foot compacted to ninety-five percent density.~~

~~(3) Street pavement shall be in accordance with typical section approved by the City Engineer on February 11, 1969. (See Figure 2.EN)~~

~~(a) Streets shall be constructed for the full length and width. The center line of such roadways shall coincide with the center line of the street rights-of-way.~~

~~(b) Street pavement for collector streets or streets in medium traffic areas shall consist of 12 inches of selected granular fill or prepared and graded subgrade, eight-inch base course of bank-run gravel treated with MCO asphalt at a rate of 0.2 gallon per square yard, three-inch bottom course of asphalt concrete Type 1A, one and one-half-inch binder course asphalt concrete Type 1A and one-inch binder course asphalt concrete Type 1A, all in conformance with New York State Public Works Specifications.~~

~~(c) Street pavement for minor streets or streets in residential subdivisions or in light traffic areas shall consist of 12 inches of selected granular fill or prepared and graded subgrade, six-inch base course of bank-run gravel treated with MCO asphalt at a rate of 0.2 gallon per square yard, three-inch bottom course of asphalt concrete Type 1A, and one and one-fourth-inch top course asphalt concrete Type 1A, all in conformance with New York State Public Works Specifications.~~

~~(4) Street curbs and sidewalks shall be in accordance with the typical section approved by the City Engineer on February 11, 1969. (See Figure 2.)~~

~~(a) All curbs shall be of concrete and in conformance with New York State Public Works Specifications. Curbs shall be founded at least 14 inches below gutter grade and set on six inches of selected granular fill.~~

~~(b) All sidewalks shall be of concrete eight inches thick with steel fabric reinforcement in conformance with New York State Public Works Specifications and set on eight inches of well compacted selected granular fill.~~

Specifications for monuments, street grading and construction, curbs and sidewalks, street lights, trees, and other improvements on public or private streets shall be acceptable to the City Engineer and conform to standards available in his/her office.

SECTION 7. ARTICLE VII, Final Plat Requirements

§ 266-31. Form and content.

The final plat shall be prepared by a professional engineer and land surveyor and shall be drawn clearly and legibly with waterproof ink at a horizontal scale of one inch equals 50 feet and vertical scale of one inch equals five feet and shall show:

L. Every final plat submitted to the City Planning Board for its approval shall carry the following endorsement:

Approved by resolution of the Planning Board of the City of Newburgh, New York, on the ..... day of ....., 19 20 ....., subject to all requirements and conditions of said resolution. Any change, erasure, modification or revision of this plat, as approved, shall void this approval. Signed this ..... day of ....., 19 20 ..... by

.....  
Chairman  
.....  
City Engineer

§ 266-33. Planning Board procedure.

A. Within 45 62 days from the date of submission of the subdivision plat, the Planning Board shall approve, conditionally approve or disapprove such plat. Final approval cannot be given until the subdivider has complied with the requirements of this chapter. If such approval is given, the City Planning Board shall so endorse on the appropriate place on both the original and on the photographic Mylar or equally stable material and return only the photographic Mylar to the subdivider. One print each of the approved plat may be submitted by the City Planning Board to the City Engineer, City Assessor and City Clerk.

SECTION 8. ARTICLE VIII, Miscellaneous Provisions

§ 266-34. Variances.

If the record owner or the subdivider can clearly demonstrate that, because of peculiar conditions pertaining to his land, the literal enforcement of one or more of these regulations is impracticable or will exact undue hardship, the City Planning Board and City Council may permit such variance or variances waiver as may be reasonable and within the general purpose and intent of the rules, regulations and standards established by this chapter.

SECTION 9. THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

| ~~Strikethrough~~ denotes deletions  
Underlining denotes additions

ORDINANCE NO.: 16 - 2010

OF

SEPTEMBER 20, 2010

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

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

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

SECTION 2. § 266 Subdivision of Lands

§ 266-19 Open Spaces

Parks, Open Space and Minor Subdivisions \$.10 cents per square foot of Subdivided area.

§ 266-22 Subdivision of Lands Fees

~~Recreation fee in lieu of land at the Planning Board's discretion~~

~~500 per lot for a subdivision of four lots or fewer (minor subdivision); provided, however, that if a lot contains an existing single-family dwelling unit, such lot (and only one) shall be excluded from the calculation; \$500 per lot including the first four lots for subdivisions greater than four (major subdivision). For residential site plans, including but not limited to newly created condominiums, multiple dwellings (three and greater) and two-family homes: \$1,000 for each residential unit.~~

SECTION 3. §300-51 Planning Board

Recreation fee in lieu of land at the  
Planning Board's discretion

For residential site plans, including  
but not limited to newly created  
condominiums, multiple dwellings  
(three and greater) and two-family  
homes: \$1,000 for each residential  
unit.

SECTION 4. This Ordinance shall take effect immediately.

~~Strikethrough~~ denotes deletions  
Underlining denotes additions

RESOLUTION NO.: 219 - 2010

OF

SEPTEMBER 20, 2010

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AGREEMENT WITH IKON OFFICE SOLUTIONS, INC.  
FOR A RICOH MP 2000 COPIER FOR THE ASSESSOR'S OFFICE  
AT A COST OF \$124.73 PER MONTH FOR A PERIOD OF 36 MONTHS

WHEREAS, the City of Newburgh Assessor's Office is in need of updating their copier to perform their statutory duties, assigned tasks and day-to-day operations; and

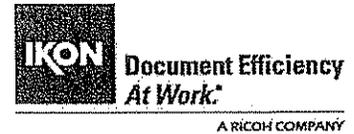
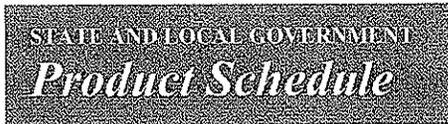
WHEREAS, a review of available equipment and systems has identified a Ricoh MP20000 Copier to be the most appropriate and cost-effective alternative; and

WHEREAS, the cost of the Ricoh MP2000 Copier is \$103.93 for the Lease and \$20.80 for the Base Service Plan for a total of \$124.73 per month for a period of 36 months; and

WHEREAS, a copy of the new contract is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such contract and has determined that it is in the best interests of the City of Newburgh to enter into such contract;

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 agreement in substantially the same form as annexed hereto so as to lease a Ricoh MP2000 Copier and related services from IKON Office Solutions, Inc. according to the terms therein stated.



Product Schedule Number: \_\_\_\_\_

State and Local Government Master Agreement Number: \_\_\_\_\_

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and Newburgh, City of \_\_\_\_\_, as Customer ("Customer" or "you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Master Agreement.

**CUSTOMER INFORMATION**

Newburgh, City of				Richard Herbek			
Customer (Bill To) 83 Broadway, 1st Floor Assessors Office				Billing Contact Name 83 Broadway, 2nd Floor			
Product Location Address				Billing Address (if different from location address)			
Newburgh	Orange	NY	12550	Newburgh	Orange	NY	12550
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number			Billing Contact E-Mail Address	

**PRODUCT DESCRIPTION ("Product")**

Qty	Product Description: Make & Model
1	Ricoh MP2000 Copier

Qty	Product Description: Make & Model

**PAYMENT SCHEDULE**

<b>Minimum Term</b> (months)  36	<b>Minimum Payment</b> (Without Tax)  \$ 103.93	<b>Minimum Payment Billing Frequency</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<b>Advance Payment</b> <input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other: _____								
<b>Guaranteed Minimum Images*<sup>o</sup></b> <table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td>2000</td> <td>0</td> </tr> </table>	Black/White	Color	2000	0	<b>Cost of Additional Images<sup>o</sup></b> <table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td>.0104</td> <td>0</td> </tr> </table>	Black/White	Color	.0104	0	<b>Meter Reading/Billing Frequency</b> <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	
Black/White	Color										
2000	0										
Black/White	Color										
.0104	0										

\* Based upon Minimum Payment Billing Frequency

<sup>o</sup> Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt:  YES (Attach Exemption Certificate)      Customer Billing Reference Number (P.O. #, etc.) \_\_\_\_\_  
 Addendum(s) attached:  YES (check if yes and indicate total number of pages: \_\_\_\_\_)

**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date.
- You, the undersigned Customer, have applied to us to use the above-described items ("Product") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the Terms and Conditions on the

1-888-ASK IKON www.ikon.com

Customer Initials \_\_\_\_\_

Master Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.

3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: \_\_\_\_\_  
 \_\_\_\_\_

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p><b>CUSTOMER</b></p> <p>By: <input checked="" type="checkbox"/> _____                  Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted by: IKON OFFICE SOLUTIONS, INC.</p> <p>By: _____                  Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
---	--

**IKON OFFICE SOLUTIONS, INC.**  
**IMAGE MANAGEMENT PLUS COMMITMENTS**



The below service commitments (collectively, the "Service Commitments") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is accepted by you and apply during IKON's normal business hours, excluding weekends and IKON recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

**TERM PRICE PROTECTION**

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

**EQUIPMENT SERVICE AND SUPPLIES**

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00am and 5:00pm, Monday to Friday excluding public holidays. IKON will also provide the supplies required to produce images on the Equipment covered under the Image Management Plus Product Schedule (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

**RESPONSE TIME COMMITMENT**

IKON will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any IKON office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Equipment covered by the Image Management Plus Product Schedule.

**UPTIME PERFORMANCE COMMITMENT**

IKON will service the Equipment to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON and will end when the Equipment is again Operational. You agree to make the Equipment available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

**IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS**

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will, on a quarterly basis, present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both you and IKON. The Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may be extended for a term up to 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

**EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION**

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment for not less than the remaining term of the existing Image Management Plus Product Schedule or Amendment, must be agreed to and signed by you and IKON. The Image Management Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule or Amendment will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment. Your IKON Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

**PERFORMANCE COMMITMENT**

IKON is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Service Commitments and in the unlikely event that IKON is not able to repair the Equipment in your office, IKON, at IKON's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at IKON's service center, or IKON will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Image Management Plus Commitments Customer's exclusive remedy shall be for IKON to re-perform any Services not in compliance with this warranty and brought to IKON's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. If you are dissatisfied with IKON's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

**ACCOUNT MANAGEMENT**

Your IKON sales professional will, upon your request, be pleased to review your equipment performance metrics on a quarterly basis and mutually convenient date and time. IKON will follow up within 8 business hours of a call or e-mail to one of our account management team members requesting a metrics review. IKON will, upon your request, be pleased to annually review your business environment and discuss ways in which we may improve efficiencies and reduce costs relating to your document management processes.

**QUALITY ASSURANCE**

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local IKON office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total on the non-performing unit will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. IKON is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Product Schedule within in a two (2) day timeframe. To ensure the most timely response please call 1-888-ASK-IKON.

**MISCELLANEOUS**

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of _____, 20____.	
<b>CUSTOMER</b>	<b>IKON OFFICE SOLUTIONS, INC.</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**Document Efficiency**  
**At Work.**

**Work Order - US**  
**IKON Office Solutions, INC.**

A RICOH COMPANY

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services:
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Customer must already be an IKON customer to use this form without being part of the SFP

Bill To Cust No.: 4656579 Pymt Method: \_\_\_\_\_ Ship To Customer No.: \_\_\_\_\_ PO No.: \_\_\_\_\_ PO Date: \_\_\_\_\_  
 Bill To Customer: Newburgh, City of Ship To Customer: Newburgh, City of  
 Address: 83 Broadway 2nd Floor Address: 83 Broadway 1st Floor Assessors Office  
 City: Newburgh State: NY Zip: 12550 City: Newburgh State: NY Zip: 12550  
 Customer Contact: Glenn Kurcon Title: IS Manager Phone: 845.569.7324  
 IKON Sales Rep: Jim Riker Phone: 845.220.5026  
 MPS/FSM/SAM/SAC: \_\_\_\_\_ SC: \_\_\_\_\_ SC-C: \_\_\_\_\_ SA/SSA: \_\_\_\_\_

Description of Services

Professional Services Provided - 1st Task	Professional Services Provided - 2nd Task
Connect Svc Tech - Segment 2 (21 to 30 ppm) o Design and perform solution implementation plan o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers/PPD's on up to two (2) workstations o Printer operator training for lead operator / administrator o End user training for print drivers/PPD's for up to two (2) persons	Installation - Ricoh Basic Scan (Scan to Folder/eMail) o Design and perform solution implementation plan o Installation and configuration for 5 users o Administrator training o Key Operator training o End User training

Task	eIKON Code	OMD Code	Qty	Price	Ext. Price	Notes:
1	PS-CONN2	WPWY20	1	\$0.00	\$0.00	
2	PS-INSRIBASSCAN	WPSR40	1	\$520.00	\$520.00	
3						Total Price: Included

This Work Order shall be effective as of the date of execution by both IKON and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

**CUSTOMER** **IKON OFFICE SOLUTIONS, INC.**  
 By: \_\_\_\_\_ By: \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereunder within thirty (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Services hereunder, to the extent transferable and without recourse. If Customer has engaged IKON to provide Customer tools to assist Customer in Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by IKON, including but not limited to any hard drive removal, cleansing or formatting services of any kind. Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) IKON does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless IKON and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder, provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond IKON's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.



RESOLUTION NO.: 220 - 2010

OF

SEPTEMBER 20, 2010

A RESOLUTION TO ACCEPT A GIFT OF ONE HUNDRED DOLLARS  
FROM AL AND JUDITH BLANCO IN MEMORY OF JOHN SILVAGNI  
TO BE USED FOR THE RECREATION DEPARTMENT

WHEREAS, in memory of John Silvagni, Al and Judith Blanco have offered the City of Newburgh a gift of One Hundred and 00/100 (\$100.00) Dollars to be used for the Recreation Department; and

WHEREAS, this Council finds it to be in the best interests of the City of Newburgh and the Recreation Department to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that pursuant to General City Law Section 20, the City Council of the City of Newburgh, New York hereby accepts such gift of One Hundred and 00/100 (\$100.00) Dollars from Al and Judith Blanco, and directs and authorizes the City Manager to utilize said gift for a municipal or public purpose for the Recreation Department of the City of Newburgh; and

BE IT FURTHER RESOLVED, that this donation is accepted with much appreciation and thanks of the City Council, on behalf of itself and of the people of the City of Newburgh.

RESOLUTION NO.: 221 - 2010

OF

SEPTEMBER 20, 2010

RESOLUTION AMENDING RESOLUTION NO: 185-2009,  
THE 2010 BUDGET OF THE CITY OF NEWBURGH,  
REGARDING AMENDMENTS TO THE GENERAL FUND AND THE WATER FUND  
TO FUND THE EARLY RETIREMENT INCENTIVE

BE IT RESOLVED, that Resolution No: 185-2009, the 2010 Budget of the City of Newburgh, is hereby amended regarding amendments to the General Fund and the Water Fund, to fund the Early Retirement Incentive as set forth on the spreadsheet attached hereto.

FROM:		<u>AMOUNT</u>	<u>AMOUNT</u>
A1900	SPECIAL ITEMS		
	0.1990 Contingency - Emergency	204,573	
TO:			
A1230	CITY MANAGER		
	0.0101 Salary		2,500
	0.0106 Severance		200
	0.0107 Longevity		627
	0.0810 Retirement		100
	0.0830 Social Security		275
A1330	TAX COLLECTOR		
	0.0101 Salary		26,880
	0.0106 Severance		29,002
	0.0107 Longevity		247
	0.0810 Retirement		50
	0.0830 Social Security		4,706
A1680	DATA PROCESSING		
	0.0101 Salary		5,030
	0.0103 OverTime		3,050
	0.0106 Severance		16,444
	0.0107 Longevity		995
	0.0810 Retirement		525
	0.0830 Social Security		2,241
A1900	SPECIAL ITEMS		
	0.1980 MTA PAYROLL TAX		1,207
A3412	FIRE DEPARTMENT		
	0.0101 Salary		21,044
	0.0106 Severance		15,319
	0.0107 Longevity		300
	0.0810 Retirement		925
	0.0830 Social Security		3,224
A5132	DPW - GARAGE		
	0.0101 Salary		5,975
	0.0103 OverTime		1,333
	0.0106 Severance		12,960
	0.0107 Longevity		1,060
	0.0810 Retirement		303
	0.0830 Social Security		2,020
A7110	DPW - PARKS		
	0.0101 Salary		3,565
	0.0103 OverTime		20
	0.0106 Severance		38,408
	0.0107 Longevity		382
	0.0810 Retirement		95
	0.0830 Social Security		3,561
		<u>\$ 204,573</u>	<u>\$ 204,573</u>

FROM:		<u>AMOUNT</u>	<u>AMOUNT</u>
F1900	SPECIAL ITEMS		
	0.1990 Contingency - Emergency	25,165	
TO:			
F1900	SPECIAL ITEMS		
	0.1980 MTA Payroll Tax		98
F8320	PONDS & RESERVOIRS		
	0.0101 Salary		6,289
	0.0103 OverTime		33
	0.0106 Severance		14,204
	0.0107 Longevity		2,087
	0.0810 Retirement		300
	0.0830 Social Security		2,154
		<u>\$ 25,165</u>	<u>\$ 25,165</u>

RESOLUTION NO.: 222 - 2010

OF

SEPTEMBER 20, 2010

A RESOLUTION AMENDING RESOLUTION NO.: 186-2010  
AUTHORIZING A PUBLIC AUCTION  
OF CITY OWNED PROPERTIES

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by tax foreclosure *in rem*; and

WHEREAS, the City of Newburgh now desires to dispose of these properties; and

WHEREAS, this Council has, by Resolution No.: 159-2010 of July 12, 2010, authorized the City Manager to enter into a contract with Haroff Auction & Realty, Inc./Absolute Auctions & Realty, Inc. to conduct a public auction of City owned properties; and

WHEREAS, upon the recommendation of City staff, this Council has determined that auctioning the parcels on the attached Schedule "A" is in the best interests of the City of Newburgh; and

WHEREAS, the properties on the attached Schedule A are to be sold to the highest bidder subject to the final approval of each sale by this Council; and

WHEREAS, the properties on the attached list shall be sold subject to an owner-occupancy for five (5) years provision, with the exception of 37 City Terrace, Section 29, Block 4, Lot 14; 48 City Terrace, Section 29, Block 5, Lot 38; 197 Lander Street, Section 11, Block 3, Lot 1 and 248 Washington Street, Section 35, Block 3, Lot 31, on the official tax map of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the properties on the list attached hereto as Schedule A are to be sold at public auction on October 14, 2010 to the highest bidder subject to the final approval of each sale by this Council; and

BE IT FURTHER RESOLVED, that the properties on the attached list shall be sold subject to an owner-occupancy provision for five (5) years, with the exception of 37 City Terrace, Section 29, Block 4, Lot 14; 48 City Terrace, Section 29, Block 5, Lot 38;

197 Lander Street, Section 11, Block 3, Lot 1 and 248 Washington Street, Section 35, Block 3, Lot 31,, on the official tax map of the City of Newburgh; and

**BE IT FURTHER RESOLVED**, that if the properties set on the list attached hereto as Schedule B are sold and title closes under Quitclaim Deed to the following persons at the purchase prices, payment of the full 2010/2011 School Taxes, recording fees and transfer tax, and subject to the restrictive covenants and general conditions set forth therein, all on or before September 30, 2010, such properties shall not be sold at the auction on October 14, 2010; and

**BE IT FURTHER RESOLVED**, the City Manager be and he hereby is directed to take all steps and execute any and all instruments and documents necessary to implement this resolution.

City-Owned Inventory

S	B	L	Class	St #	Street	Comments	Zoning	Condition	Taxable?	AV	Dispose Via	Occupancy
48	6	3	210	63	Beacon St	1,320SF former single-family on a 35x100-ft lot			Y	\$53,400	Auction	
56	1	1.9	411	440	Carpenter Ave Unit #	Apartment/Condo Northwood Village				\$90,000	Auction	occupied
56	1	1.2	411	440	Carpenter Ave Unit #	Apartment/Condo Northwood Village				\$70,000	Auction	occupied
56	1	1.74	411	408	Carpenter Ave Unit #	Apartment/Condo Northwood Village				\$70,000	Auction	occupied
45	8	10	220	87	Carson Ave	1,736SF brick detached two-story two-family on 25x100ft lot			Y Ex 33401	\$119,400	Auction	vacant
22	2	26	210	34	Carter St	2-story, wood-frame, 2,208SF SFR on a 60x144-foot lot. Below average condition. Recently land may still be occupied.	R-2	3 = Major Work	Y - 2011 Ex 33401	\$90,500	Auction	occupied
29	4	14	439	37	City Terrace	older 2-car garage on a 22x95-foot lot	R-2	5 = As is	Y	\$20,000	Auction	
29	5	38	439	48	City Terrace	400SF garage on a 20x115-foot lot	R-2	5 = As is	N 2010	\$1,060	Auction	
17	8	22	311	206	City Terrace	100x110-ft lot on ES of City Terr. Opposite Elm. Lot is 10 to 20 feet below street level R-1 Zone.	R-1		Y	\$6,500	Auction	
10	2	19.2	311	64	Clinton Street	84x89 residential vacant land				\$41,900	Auction	
33	2	2.1	210	15	Ellis Avenue	108x197.8 single family residential				\$153,600	Auction	occupied
17	7	16	201	14	Elm Street	49x125 single family residential				\$179,300	Auction	occupied
28	1	12	210	387	First Street	25x100 single family residential				\$143,500	Auction	occupied
7	8	10	210	16	Hudson View Terrace	34x162 single family residential				\$147,200	Auction	occupied
11	3	1	411	197	Lander St	66x78 apartment building				\$448,200	Auction	
4	8	20	210	21	Leroy Place	48x152.7 single family dwelling				\$224,100	Auction	
4	10	4	210	70	Leroy Place	83x186 single family residential			Y	\$259,300	Auction	occupied
25	4	9	220	29	Maple St	30x150 two family residential				\$162,100	Auction	
7	7	8.1	210	3	Marre Ave	73x132 single family residential				\$197,300	Auction	
48	2	8	210	47	Overlook Dr	24x100 single family residential			Y 2009-2011 33401	\$154,300	Auction	
7	1	17	311	26	Pine Street	100x125-foot vacant residential lot.	R-1			\$3,800	Auction	
3	9	25	210	322	Robinson Avenue	135x150 single family residential				\$188,200	Auction	occupied
11	3	21	230	162	South St	22x90 three family residential				\$137,900	Auction	occupied
11	3	26	312	187	Lander Street	9 x 32 foot lot (Package with 162 South)				\$5,500	Auction	
13	2	10	220	791	South St	30x90 two family residential				\$174,000	Auction	occupied
38	2	12	311	241	Washington St	25x100-foot vacant commercial lot	C-1		Y	\$1,600	Auction	
35	3	31	411	248	Washington St	50x108 Apartment				\$279,500	Auction	
38	3	4	311	167	W. Parmenter Street	25x100 residential vacant land		O/O once built		\$1,600	Auction	
39	2	29	482	61	William Street	25x100 detached row building				\$129,000	Auction	
<b>TOTAL</b>						<b>29 AUCTION PROPERTIES</b>						

SCHEDULE "B"

PROPERTIES TO BE SOLD BY SEPTEMBER 30, 2010

Property Address	S - B - L	Purchaser	Relationship to Former Owner	Purchase Price	2010/2011		Deed Covenants	Other Conditions At Closing
					School Taxes			
408 Carpenter Avenue								
Unit 3-24	56-1-1-74	R. Bruce McLean	Same	\$9,100.00	\$1,441.80		Status Quo Ante Deed*	Payment of unpaid condo fees \$401.24
440f Carpenter Avenue								Payment of unpaid condo fees
Unit 1-9	56-1-1-9	R. Bruce McLean	Same	\$11,500.00	\$1,853.74		Status Quo Ante Deed*	Payment of unpaid condo fees \$248.35
440 Carpenter Avenue								
Unit 1-20	56-1-1-20	R. Bruce McLean	Same	\$9,100.00	\$1,441.80		Status Quo Ante Deed *	Payment of unpaid condo fees \$401.22
322 Robinson Avenue	3. 9. 25.	Frances Anderson	Same	\$9,500.00	\$2,940.07		Status Quo Ante Deed* & Owner Occupancy for 5 yrs	None
167 W. Parmenter Street	38-3-4	Mattie S. Johnson	None - Adjoining Property Owner	\$1,000.00	\$32.96		Merger with adjoining property at 165 W. Parmenter w. no later subdivision permitted	None



<u>Property Address</u>	<u>S - B - L</u>	<u>Purchaser</u>	<u>Relationship to Former Owner</u>	<u>Purchase Price</u>	<u>2010/2011 School Taxes</u>	<u>Deed Covenants</u>
70 Leroy Place	4. 10. 4.	John Davis & Sheila Stepp	Same	\$40,464.10 Plus \$6,765.87 which constitutes all outstanding taxes interest & penalties	\$5,340.83	Status Quo Ante Deed* Owner Occupancy for 5 years paid by HSBC on 1/12/10
<p>* NOTE Status Quo Ante means that the deed shall be subject to any liens, encumbrances or mortgages of record that may have existed against the property at the time the City of Newburgh took title in its in rem tax foreclosure proceeding.</p>						

RESOLUTION NO. 223 - 2010

OF

SEPTEMBER 20, 2010

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF  
JOSE RODRIGUEZ AGAINST THE CITY OF NEWBURGH IN THE AMOUNT OF  
THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS

WHEREAS, Jose Rodriguez brought an action against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the settlement in the amount of Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorney is hereby authorized to settle the claim of Jose Rodriguez in the total amount of Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars, and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.