

1. Agendas

Documents:

81114PART2.PDF
COUNCIL_AGENDA_08112014_BILINGUAL_.PDF
FINALREVISED81114.PDF
81114 FINAL_PART_2.PDF
81114PART_1.PDF

RESOLUTION NO.: 197 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ORANGE COUNTY-POUGHKEEPSIE LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS TO PERMIT THE INSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC UTILITY WIRELESS COMMUNICATIONS EQUIPMENT ON THE PREMISES OF THE CITY COURTHOUSE LOCATED AT 300 BROADWAY

WHEREAS, Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless ("Verizon") has proposed to lease 48 square feet of rooftop space and 48 square feet of ground space at the City Courthouse building located at 300 Broadway, Newburgh, New York, for the installation, operation and maintenance of a public utility wireless communications equipment ("Facility"); and

WHEREAS, the Facility will consist of antennas and related equipment on the premises of the City Courthouse building and the Facility is necessary for Verizon to provide its FCC licensed wireless telecommunications services to the area; and

WHEREAS, in consideration for the use of the rooftop and ground space, Verizon will pay to the City of Newburgh annual rent in the amount of Four Thousand Eight Hundred (\$4,800.00) dollars; and

WHEREAS, the installation of the Facility is an "action" as defined by the State Environmental Quality Review Act ("SEQRA") and the City desires to comply with the SEQRA and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the Facility; and

WHEREAS, pursuant to the SEQRA Regulations, the City has considered the significance of the potential environmental impacts of the Facility by (a) using the criteria specified in Section 617.6 of the SEQRA Regulations, and (b) examining the short EAF for the Facility, including the facts and conclusions on Page 1 and 2 of the EAF, together with other available supporting information, to identify the relevant areas of environmental concern and wishes to establish itself as Lead Agency for the Facility;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. The City Council of the City of Newburgh hereby declares itself as the Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. the Facility constitutes an "Unlisted" action, as the quoted term is defined in the SEQRA Regulations; and
3. adopts Part I and Part II of the Environmental Assessment Form; and
4. determines, based upon an examination of the short EAF and other available supporting information and considering the magnitude and importance of each area of environmental concern, and based on the City's knowledge of the area surrounding the Facility, that the Facility will not have a significant adverse environmental impact and will not require the preparation of a Draft Environmental Impact Statement; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to sign and file any/and all other documents that may be necessary to complete the SEQRA process for the Facility; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a lease agreement in substantially the same form as annexed hereto, with such other terms and conditions as may be required by the City Manager, Comptroller and Corporation Counsel, with Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless for the installation, maintenance and operation of certain public utility wireless communications equipment at the City Courthouse building located at 300 Broadway, Newburgh, New York.

SITE NAME:
SITE NUMBER:
ATTY/DATE

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this _____ day of _____, 20____, between _____, with its principal offices located at _____, hereinafter designated LESSOR and _____ d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately (____) square feet of space (the "Floor Space") and approximately (____) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at [ADDRESS]_____, [MUNICIPALITY]_____, [COUNTY]_____, [STATE] _____, (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Floor Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time

during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of _____ Dollars (\$_____) to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to _____ or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises.

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to

property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an

assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

LESSEE: _____
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies

of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. ~~LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all~~ duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the

requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS

LESSOR:

By: _____

Its: _____

Date: _____

LESSEE:

By: _____

Its: _____

Date: _____

WITNESS

EXHIBIT "A"

**SITE PLAN OF ROOFTOP SPACE, FLOOR SPACE
ANTENNA SPACE AND CABLING SPACE**

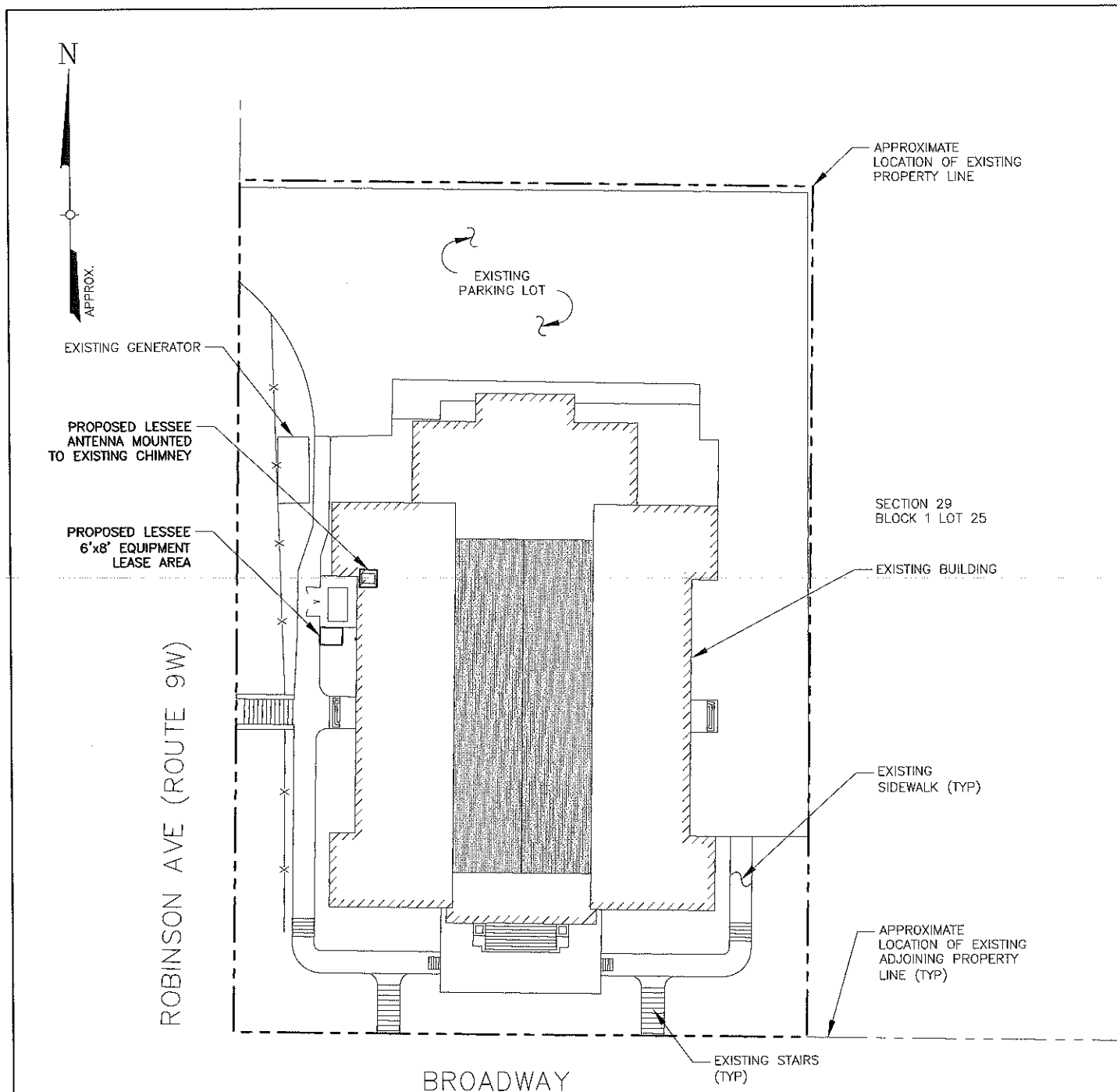


EXHIBIT A

SCALE: 1" = 50'

0 1
ORIGINAL SIZE IN INCHES

TECTONIC

• PLANNING
• ENGINEERING
• SURVEYING
• CONSTRUCTION
MANAGEMENT

TECTONIC Engineering & Surveying Consultants P.C.
36 British American Blvd., Suite 101
Latham, NY 12110

Phone: (518) 783-1630
Fax: (518) 783-1544

www.tectonicengineering.com

NEWBURGH CITY OFFICE - LEASE EXHIBIT

PROJECT #: 20141024458 - LOCATION CODE: 288724

300 BROADWAY - CITY OF NEWBURGH, ORANGE COUNTY, NY

ORANGE COUNTY - POUGHKEEPSIE LIMITED PARTNERSHIP,
(LESSEE)

175 Calkins Road, Rochester, NY 14623

TEC WO: 7073.27

ISSUED BY: JRF

DATE: 6/16/14

SCALE: AS NOTED

SHEET: EXHIBIT-A

REV: 0

Verizon Wireless Lease Information
Newburgh City Office Micro

Lease Terms - Initial Term of 5 (five) years
 - 4 (four) additional 5 (five) year terms
 -Automatic renewals at the end of each additional term

Rent - \$4800 per year

Lease Area - 6' x 8' = 48 square feet (ground space)
 6' x 8' = 48 square feet (rooftop space)

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Verizon Small Cells Proposal			
Project Location (describe, and attach a location map): 300 Broadway - northeast corner of the intersection of Robinson Avenue and Broadway in the City of Newburgh, Orange County, New York.			
Brief Description of Proposed Action: Verizon Wireless intends to lease approximately forty-eight (48) sq.ft. of roof space and forty-eight (48) sq.ft. of ground space at the City of Newburgh Courthouse to install a small cells - short range mobile cell site.			
Name of Applicant or Sponsor: City of Newburgh City Manager - Michael Ciaravino		Telephone: 845-569-7301 E-Mail: mciaravino@cityofnewburgh-ny.gov	
Address: City Hall, 83 Broadway			
City/PO: Newburgh	State: New York	Zip Code: 12550	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☒ YES ☐
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO ☒ YES ☐
3.a. Total acreage of the site of the proposed action? _____ 1.3 acres			
b. Total acreage to be physically disturbed? _____ .001 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 1.65 acres			
4. Check all land uses that occur on, adjoining and near the proposed action. ☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ☐ Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO ☐	YES ☐	N/A ☒
b. Consistent with the adopted comprehensive plan?	☐	☐	☒
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		NO ☐	YES ☒
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____		NO ☒	YES ☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO ☒	YES ☐
b. Are public transportation service(s) available at or near the site of the proposed action?		☐	☒
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?		☐	☒
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____		NO ☐	YES ☒
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____		NO ☒	YES ☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____		NO ☒	YES ☐
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?		NO ☐ ☒	YES ☒ ☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		NO ☒ ☒	YES ☐ ☐
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?		NO ☒	YES ☐
16. Is the project site located in the 100 year flood plain?		NO ☒	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES		NO ☒	YES ☐

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
	☒	☐
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>City Manager - Micheal Ciaravino</u>		Date: <u>July 30, 2014</u>
Signature: _____		

Project: Verizon Small Cells Proposal

Date: July 30, 2014

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ 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.

 Name of Lead Agency

 Date

 Print or Type Name of Responsible Officer in Lead Agency

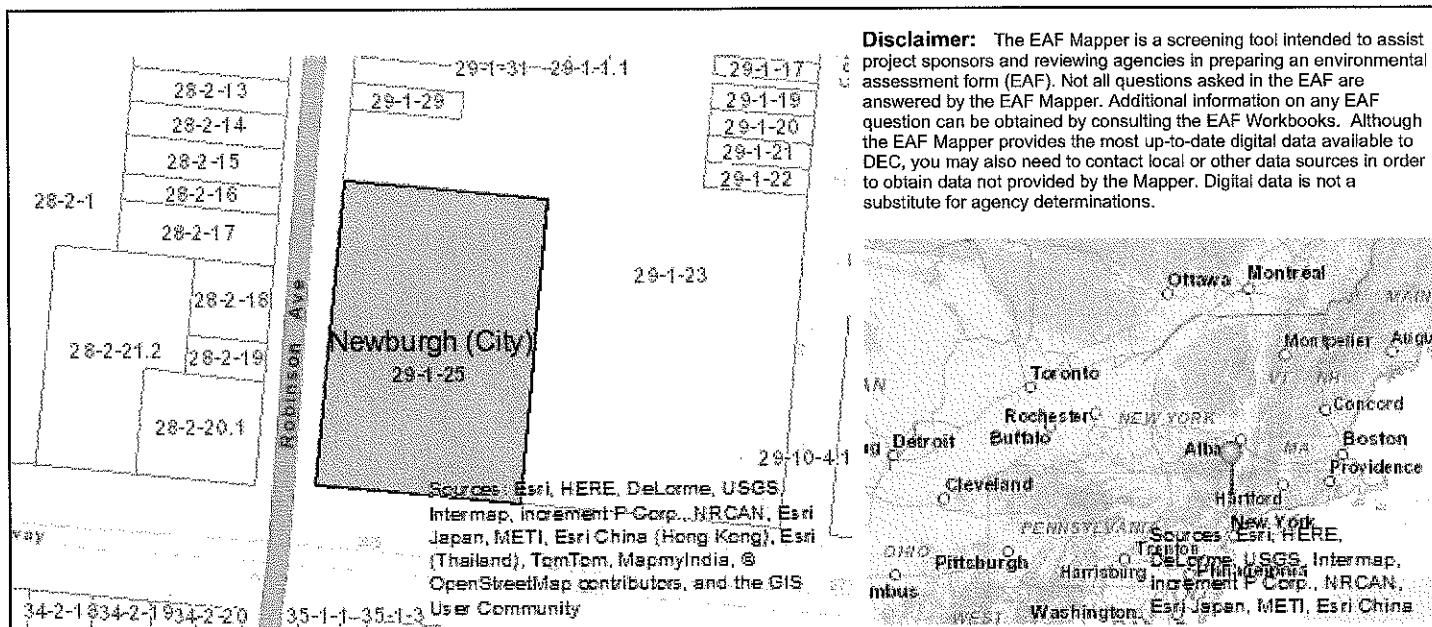
 Title of Responsible Officer

 Signature of Responsible Officer in Lead Agency

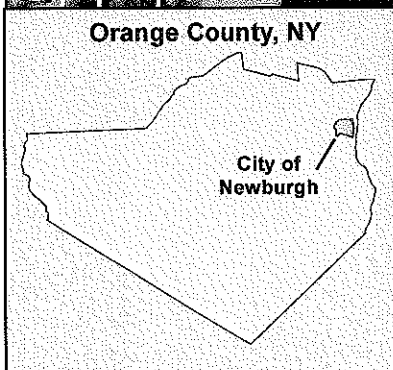
 Signature of Preparer (if different from Responsible Officer)

EAF Mapper Summary Report

Tuesday, July 29, 2014 1:00 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No



FOR VISUAL REFERENCE ONLY
38112451-14, of Newburgh, NY, is not representative
and should not be used as a basis for any
concerning the accuracy, completeness or reliability of
information provided for purposes of the project and
assumes no liability for the use or misuse of the data.

1 Inch = 200 Feet

LFF
7/30/14

RESOLUTION NO.: 198 . 2014

OF

AUGUST 11, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR ASBESTOS AND LEAD PAINT SURVEYS FOR THE GREENHOUSE DEMOLITION
PROJECT AT DOWNING PARK AT A COST OF \$3,094.00**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for asbestos and lead paint surveys in connection with the Greenhouse Demolition Project located within Downing Park; and

WHEREAS, the proposal includes lead paint and asbestos evaluation, testing and sampling; and

WHEREAS, the cost for these services will be \$3,094.00 and funding shall be derived from CD1.8686.0110.8155.2013; 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 Quality Environmental Solutions & Technologies, Inc. for asbestos and lead paint surveys for the Downing Park Greenhouse Demolition Project, 207 Carpenter Avenue, Newburgh, New York at a cost of \$3,094.00.

QuES & T

Quality Environmental Solutions & Technologies, Inc.

July 30, 2014

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason Morris

Via E-mail: jmorris@cityofnewburgh-ny.gov

Re.: City of Newburgh: Greenhouse, 207 Carpenter Avenue, Newburgh, NY -- 2014 Demolition Project
Request for Proposal -- Pre-Demolition Asbestos & Lead Survey

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (QuES&T) is pleased to submit the attached proposal to perform a Pre-Demolition Asbestos & Lead Survey throughout the interiors and exteriors of vacant, inactive Former Greenhouse, located at 207 Carpenter Avenue, Newburgh, New York.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. QuES&T's extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. QuES&T personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. QuES&T feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, QuES&T has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T's** facility or yours.

For additional information concerning this submittal, please contact me at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Paul A. Rodriguez

Director, Field & Technical Services
NYS/AHERA Inspector/Project Designer
Cert. #AH 02-04344
EPA Lead Inspector/Lead Risk Assessor

Cc: QuES&T File

PRE-DEMOLITION ASBESTOS & LEAD SURVEY
for
CITY OF NEWBURGH
83 Broadway
Newburgh, New York 12550
at
GREENHOUSE – 2014 DEMOLITION PROJECT
207 Carpenter Avenue
Newburgh, New York 12550

QuES&T agrees to provide the following services:

➤ **Pre-Demolition Surveys**

■ **Item 1 – Pre-Demolition Asbestos Survey**

Provide Niton-certified XRF Technician

- Provide certified NYS/AHERA Asbestos Inspector(s) to perform a Pre-Demolition Asbestos Survey(s), in compliance with the requirements of Title 12 NYCRR Part 56-5.1 and 29 CFR 1926.1101, throughout the interiors and exteriors of the above-referenced location(s) as detailed on Page #1 of this proposal.
- QuES&T will review building/structure plans and records, provided by the Owner and/or the Owner's Representative(s), for references to asbestos, ACM, PACM, suspect miscellaneous ACM or asbestos materials used in construction, renovation or repair in the affected building area(s).
- As necessary, perform collection and analysis of suspect "friable" Asbestos-containing Material (ACM) using Polarized Light Microscopy (PLM) analytical protocol.
- As necessary, perform collection and analysis of suspect "non-friable organically bound" Asbestos-containing Material (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Confirmatory Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM & PLM-NOB/QTEM).
- Documentation of all analytical laboratory certifications.
- Preparation of one (1) Final Report identifying estimated quantities, locations, types, and conditions of identified ACM.

QuES&T Services – CONT'D

■ **Item 2 – Limited Lead-Based Paint Survey**

- Provide Niton-certified XRF Technician(s) to perform representative In-Situ measurements using a Niton Model XLp 300A XRF Meter on painted surfaces and immovable objects potentially affected by scheduled demolition/renovation activities, as described by Jason Morris, City Engineer of the City of Newburgh.
- Locations and quantity of representative In-Situ measurements will be based on the observed homogeneity of painted surfaces.
- Sequential and summary reports will be provided of all surfaces tested.
- Preparation of one (1) Final Summary Report identifying lead-based paint(s), lead-containing materials, and condition of Lead-Based Paints (LBP).

PRE-DEMOLITION ASBESTOS & LEAD SURVEY
for
CITY OF NEWBURGH
83 Broadway
Newburgh, New York 12550
at
GREENHOUSE – 2014 DEMOLITION PROJECT
207 Carpenter Avenue
Newburgh, New York 12550

This proposal is based on the following assumptions:

- **QuES&T** shall perform all inspections visually; using reasonable care and judgment. Limited localized demolition will be performed to access representative concealed surfaces, as practicable. The *City of Newburgh (The Owner)* recognizes & agrees that ACM/LBP concealed within structural components & accessible only through extensive mechanical or structural demolition may not be identified as part of this survey.
- **QuES&T** shall perform “temporary” patching of interior Ceiling & Wall materials and exterior Roofing/rooftop sampling locations. **QuES&T** does not guarantee patching performed, and bears no responsibility for the failing of patches and/or damage(s) caused to buildings/interiors/components/etc. The *City of Newburgh (The Owner)* may elect to hire an independent Roofing/General Contractor to accompany **QuES&T** inspection personnel and perform required patching accordingly.
- **QuES&T** shall not be responsible for damage caused to building finishes, surfaces or equipment by sampling. Responsibility and cost for repair of damaged building finishes, surfaces and/or equipment shall be by the *City of Newburgh (The Owner)*.
- **QuES&T** will exercise reasonable caution to minimize disturbance of ACM/LBP during the inspection process. However, clean-up of ACM/LBP disturbed or dislodged during the inspection process shall be the responsibility of the *City of Newburgh (The Owner)*.
- The *City of Newburgh (The Owner)* responsible for providing immediate access into all inspection areas and securing same upon completion.
- Inspection work to be conducted during normal weekday “Business Hours” (M-F; 9am-5pm).
- Laboratory sample analysis turnaround times (TAT) shall be five (5) Business Days. TAT commences upon laboratory receipt of samples, and does not include weekends or holidays.
- **QuES&T** shall commence terms of this contract upon receipt of written Notice to Proceed and/or Purchase Order (PO) number.

PRE-DEMOLITION ASBESTOS & LEAD SURVEY
for
CITY OF NEWBURGH
83 Broadway
Newburgh, New York 12550
at
GREENHOUSE – 2014 DEMOLITION PROJECT
207 Carpenter Avenue
Newburgh, New York 12550

*****PRICING*****

➤ **PRE-DEMOLITION ASBESTOS & LEAD SURVEY**

Asbestos Inspector Labor (1 Inspector, ½ Day @ \$320/each)	\$ 320.00
Technician Ass't Labor (1 Tech, ½ Day @ \$275/each)	\$ 275.00
PLM Asbestos Bulk Analysis – 60* @ \$14/layer	\$ 840.00*
QTEM/PLM Asbestos Bulk Analysis – 25* @ \$41/layer	\$ 984.00*
1 – Final Pre-Demo Asbestos Report w/ACM Location Drawings	\$ 300.00
XRF Lead Analyzer Equipment (1 Day @ \$175/day)	\$ 175.00
1 – Final Lead Summary Report w/o Drawings	\$ 150.00
Travel, S&H & Misc. Materials (1 day @ \$50/day)	\$ 50.00
Lump Sum Total :	\$ 3,094.00

NOTES:

1. Estimated number of samples to be collected/analyzed.
2. Client shall be charged for actual samples analyzed and services rendered.
3. Sample analysis costs to be added to Lump Sum services/costs.
4. Additional services required shall be billed in accordance with attached 2014 QuES&T Unit Rates.
5. Pricing valid until December 31, 2014.

PRE-DEMOLITION ASBESTOS & LEAD SURVEY
for
CITY OF NEWBURGH
83 Broadway
Newburgh, New York 12550
at
GREENHOUSE – 2014 DEMOLITION PROJECT
207 Carpenter Avenue
Newburgh, New York 12550

ACCEPTANCE OF PROPOSAL #P14-3963

Payment Terms: Billing increments will be at approximately two-week intervals. Payment Shall Be Net 15 Days; Following Delivery Of Invoice. To Execute This Agreement, Please Review, Sign, Date & Return Two Copies of the signed proposal. A fully executed copy will be sent for your records. Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

City of Newburgh – Authorized Representative:

By _____
Signature Print Name & Title Date

Quality Environmental Solutions & Technologies, Inc.:

By _____
Signature Paul A. Rodriguez,
Director, Field & Technical Services Date

QuES&T

Quality Environmental Solutions & Technologies, Inc.

I. ASBESTOS SERVICES:

Item 1: Labor (Minimum On-site Billing: 4 Hours @ OT Rate)

- Sr. Principal: \$225/Hr ST; \$255/Hr OT
- Principal: \$185/Hr ST; \$225/Hr OT
- Project Manager: \$90/Hr ST/OT
- EPA/NYS DOL/NYCDEP Asbestos Inspector:
 - \$320/4-hr day Includes Calibrated Area A/S Equipment
 - \$500/8-hr day Includes Calibrated Area A/S Equipment
 - \$ 80/hr OT
- EPA/NYS DOL Combined Project Monitor/Air Sampling Technician:
 - \$275/4-hr day Includes Calibrated Area A/S Equipment
 - \$400/8-hr day Includes Calibrated Area A/S Equipment
 - \$ 75/hr; OT

Item 2: Asbestos Laboratory Services

- A/S Sample Analysis (PCM):
 - \$ 12/Sample Includes 72-hr turn-around of results
 - \$ 15/Sample Includes 24-hr turn-around of results
 - \$ 17/Sample Includes 6-hr turn-around of results
 - \$ 20/Sample Includes Rush turn-around of results.
- A/S Sample Analysis (AHERA-TEM):
 - \$100/Sample Includes 48-hr turn-around of results
 - \$125/Sample Includes 24-hr turn-around of results
 - \$175/Sample Includes 12-hr turn-around of results
 - \$225/Sample Includes 6-hr turn-around of results
- Bulk Sample Analysis (PLM):
 - \$ 14/Layer Includes 7 day turn-around of results
 - \$ 16/Layer Includes 5 day turn-around of results
 - \$ 20/Layer Includes 72-hr turn-around of results
 - \$ 25/Layer Includes 24-hr turn-around of results
 - \$ 30/Layer Includes 12-hr turn-around of results
 - \$ 45/Layer Includes Rush turn-around of results
- Bulk Sample Analysis (PLM-NOB):
 - \$ 16/Layer Includes 7 day turn-around of results
 - \$ 23/Layer Includes 5 day turn-around of results
 - \$ 30/Layer Includes 48-hr turn-around of results
 - \$ 40/Layer Includes 24-hr turn-around of results
 - \$ 60/Layer Includes 12-hr turn-around of results
- Bulk Sample Analysis (QTEM):
 - \$ 25/Layer Includes 7 day turn-around of results
 - \$ 50/Layer Includes 5 day turn-around of results
 - \$ 65/Layer Includes 48-hr turn-around of results
 - \$ 70/Layer Includes 30-hr turn-around of results
 - \$ 110/Layer Includes 12-hr turn-around of results

NOTE A:

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

II. SAFETY & ENVIRONMENTAL SERVICES:

Item 1: Labor (Minimum On-site Billing; 4 Hours @ OT Rate)

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- EPA LBP Inspector/Risk Assessor: \$ 90/Hr ST/OT
- IH Tech: \$320/4-hr day Includes Calibrated Area A/S Equipment
\$500/8-hr day Includes Calibrated Area A/S Equipment
\$ 80/hr; OT

Item 2: Laboratory Services

- Lead - Air/Paint Chip/Dust Sample Analysis (AAS/FLAA):
 - \$ 20/Sample Includes 3-5 Day turn-around of results
 - \$ 25/Sample Includes 48-hr turn-around of results
 - \$ 30/Sample Includes 24-hr turn-around of results
 - \$ 45/Sample Includes 6-hr turn-around of results
- PCB – Bulk Material Sample Analysis:
 - \$100/Sample Includes 5 Day turn-around of results
 - \$150/Sample Includes 3 Day turn-around of results
 - \$200/Sample Includes 48-hr turn-around of results
 - \$250/Sample Includes 24-hr turn-around of results

Item 3: Equipment Charges

- Niton XRF: \$175/Day
- Electrical Generator: \$ 75/Day (2-Day Minimum)
- SCBA: \$300/Day
- Confined Space Tripod: \$ 150/Day

NOTE A:

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

III. INDUSTRIAL HYGIENE SERVICES:

Item 1: Labor (Minimum On-site Billing; 4 Hours @ OT Rate)

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- Industrial Hygiene Scientist/CBST \$125/Hr ST; \$150/Hr OT
- Project Manager: \$ 90/Hr ST/OT
- IH Tech: \$320/4-hr day Includes Calibrated Area A/S Equipment
\$500/8-hr day Includes Calibrated Area A/S Equipment
\$ 80/hr; OT

Item 2: Microbiological Laboratory Services

- Air Sample Analysis (Total Spore Counts):
 - \$120/Sample Includes same-day turn-around of results
 - \$100/Sample Includes 24-48 hr turn-around of results
 - \$ 80/Sample Includes 5-7 day turn-around of results
- Air Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 70/Sample Enumeration & Identification to genus or species
 - ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of Cladosporium and Penicillium to Species; 2% MEA Only)
- Air Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 70/Sample Enumeration & Identification to genus or species
- Bulk/Swab Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 90/Sample Enumeration & Identification to genus or species
 - ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of Cladosporium and Penicillium to Species; 2% MEA Only)
- Bulk/Swab Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 90/Sample Enumeration & Identification to genus or species
- Other Microbiological Services and PCR Technology Available: CALL FOR PRICING
- Additional Industrial Hygiene Services Available: CALL FOR PRICING AND CAPABILITIES

Item 3: Equipment Charges

- | | |
|--|---|
| - Anderson Air Sampler: \$125/Day
(Single Stage N-6 Impactor) | - Delmhorst BD-2100: \$100/Day
(Moisture Survey Meter) |
| - Boroscope: \$ 50/Day | - ASHRAE IAQ Meter: \$200/Day |
| - 4-Gas Monitor w PID: \$200/Day | - PM-10 Impactor/Sampler: \$125/Day |
| - Infrared Camera: \$225/Day | - Additional Equipment: Call For Pricing |

NOTE A:

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

IV. MISCELLANEOUS SERVICES

Item 4: Miscellaneous Services

- Asbestos/Lead/Environmental 'Letter' Report w/o Drawings - \$150/each.
- Asbestos/Lead/Environmental 'Letter' Report w/KeyCAD Drawings - \$200/each.
- Asbestos/Lead/Environmental 'Final Report' w/o Drawings - \$250/each.
- Asbestos/Lead/Environmental 'Final Report' w/KeyCAD Drawings - \$300/each.
- Abatement Specifications / AutoCAD / Bidding Process – Priced Based on Scope of Work.
- Conduct Onsite Bid Walkthrough w/Prospective Contractors – Priced Based on Scope of Work.
- Travel & Misc. Materials – Actual Mileage (@ \$0.550/mile) plus Actual Tolls & Parking.
- Laboratory analysis turnaround times begin when samples are received at Laboratory and does not include weekends or holidays.

RESOLUTION NO.: 199 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
ENVIROLOGIC OF NEW YORK, INC.
FOR ENVIRONMENTAL TESTING SERVICES FOR
THE WEST END FIREHOUSE AT A COST OF \$4,215.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Envirologic of New York, Inc. for environmental testing services for the West End Firehouse located at 492 Broadway; and

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

WHEREAS, the cost for these services will be \$4,215.00 and such funding shall be derived from A.3412.0448 Fire Department - Other 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 environmental testing services for the West End Firehouse at a cost of \$4,215.00.



The City of Newburgh
City Hall
83 Broadway
Newburgh, NY 12550
Mr. Jason Morris
jmorris@cityofnewburgh-ny.gov

Re: 492 Broadway, Newburgh, NY – Asbestos, Lead & Mold Inspection

Dear Mr. Morris,

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 **492 Broadway, Newburgh, New York**. The following proposal is based on the estimated costs for the inspection of the building for asbestos lead and mold. This proposal is based on observed and assumed suspect materials that were identified during a building walkthrough by Mr. Kyle Mungavin (ENVIROLOGIC) on Thursday, July 17th, 2014. The services include:

1. Complete asbestos inspection and analysis of all suspect asbestos containing materials present.
2. Complete lead based paint inspection for the presence of lead based paint from all painted surfaces within the building.
3. A mold assessment to determine the presence of mold growth/problem is present within the building.

Item 1 – Asbestos Inspection \$2,715.00

Description	Quantity	Unit Cost	Total
Asbestos Inspector Hours	4	\$50.00	\$200.00
Friable PLM Bulk Sample Analysis	37	\$15.00	\$555.00
NOB PLM/TEM Bulk Sample Analysis	28	\$70.00	\$1,960.00

Item 2 – Lead Paint Inspection \$750.00

Description	Quantity	Unit Cost	Total
Lead-Based Paint XRF Survey	1	\$750.00	\$750.00

Item 3 – Mold Assessment \$750.00

Description	Quantity	Unit Cost ¹	Total
Mold Air Sample Analysis	5	\$75.00	\$375.00
Surface Tape Lift Sampling	5	\$75.00	\$375.00

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 = \$4,215.00

If you have any questions regarding the enclosed, please do not hesitate to email me at mungavin@elogenicny.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.: 200 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AMENDING THE 2014 PERSONNEL ANALYSIS BOOK
TO DELETE ONE TYPIST POSITION AND ADD ONE ACCOUNT CLERK POSITION
IN THE POLICE DEPARTMENT

WHEREAS, it is proposed to delete one typist position and add one account clerk position in Police Department and such proposal requires an amendment to the 2014 City of Newburgh Personnel Analysis Book for the City of Newburgh, New York; and

WHEREAS, this Council has determined that such amendment 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 2014 Personnel Analysis Book be and hereby is amended to delete one typist position and add one account clerk position in the Police Department.

RESOLUTION NO.: 201-2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE ADDITION
OF TWO (2) SERGEANT POSITIONS ON A TEMPORARY BASIS
AND TWO POLICE OFFICER POSITIONS IN THE
CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, due to injuries, it has become necessary to create two additional positions of Police Department Sergeant so that there are sufficient personnel capable of performing such duties in the Police Department; and

WHEREAS, the Police Department has advised the City Manager that the department is in need of two (2) additional individuals to perform the duties of "Sergeant;" and

WHEREAS, the Police Department has advised the City Manager that the department would like to send two (2) additional police officer candidates to the Police Academy in September 2014; and

WHEREAS, the creation of the additional Police Department Sergeant positions will be on a temporary basis; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2014 be amended, and that there be and hereby is created two (2) additional positions on a temporary basis in the job title "Sergeant" and two (2) additional positions in the job title "Police Officer" in the Police Department.

RESOLUTION NO.: 202 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AMENDING RESOLUTION NO: 247 - 2013,
THE 2014 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$5,600.00 FROM MUNICIPAL BUILDINGS - VENDOR SERVICES AND
\$9,600.00 FROM RECREATION - OTHER SERVICES TO THE PUBLIC SAFETY
BUILDING AND THE GRAND STREET COURTHOUSE - OTHER SERVICES TO
COVER THE BALANCE FOR CUSTODIAL SERVICES THROUGH THE NEW YORK
STATE INDUSTRIES FOR THE DISABLED, INC. UNTIL DECEMBER 31, 2014

BE IT RESOLVED, by the Council of the City of Newburgh, that Resolution No: 247-
2013, the 2014 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
A.1620	Municipal Buildings		
.0448	Vendor Services	\$ 5,600.00	
A.7140	Recreation		
.0448	Other Services	\$ 9,600.00	
A.3399	Public Safety Building		
.0488	Other Services		\$11,000.00
A.1120	Grand Street Courthouse		
.0448	Other Services		\$ 4,200.00
	<u>Total</u>	\$15,200.00	\$15,200.00

RESOLUTION NO.: 203 - 2014

OF

AUGUST 11, 2014

A RESOLUTION MEMORIALIZING THE RE-ALLOCATION
OF 2013 BOND ANTICIPATION NOTE FUNDS IN THE AMOUNT OF
\$75,000.00 FROM 104 S. LANDER STREET TO THE ACTIVITY CENTER

WHEREAS, the 2013 Bond Anticipation Note ("BAN") included funding for roof repairs for the building located at 104 S. Lander Street; and

WHEREAS, the Activity Center located at 401 Washington Street requires significant roof repairs; and

WHEREAS, it has become necessary to re-allocate roof repair funding in the 2013 BAN from 104 S. Lander Street to the Activity Center located at 401 Washington Street; and

WHEREAS, bond counsel has advised that such re-allocation is appropriate, and this Council finds it is in the best interests of the City of Newburgh to re-allocate such funds;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby memorializes the re-allocation of 2013 Bond Anticipation Note funds in the amount of \$75,000.00 from 104 S. Lander Street to the Activity Center.

RESOLUTION NO.: 204 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A DONATION OF A RUEDI HOFMANN PHOTOGRAPH FOR CITY HALL
FROM NEWBURGH ART SUPPLY

WHEREAS, Newburgh Art Supply, the organizers of Newburgh Open Studios, has obtained a photograph of local artists who participated in Newburgh Open Studios 2013 by renowned photographer Ruedi Hofmann and wishes to donate the photograph to the City of Newburgh; and

WHEREAS, the photograph shall be a permanent reminder on the walls of City Hall of the importance of the arts community in the City of Newburgh's development as a destination City and cultural center of the Hudson Valley; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donation;

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 said donation with the appreciation and thanks of the City of Newburgh extended to Newburgh Art Supply and Ruedi Hofmann for their generous contribution.

RESOLUTION NO.: 205 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND
EMERGENCY SERVICES - OFFICE OF COUNTER TERRORISM
UNDER THE 2014 EXPLOSIVE DETECTION CANINE TEAM GRANT
IN AN AMOUNT NOT TO EXCEED \$60,000.00
WITH NO CITY MATCHING FUNDS REQUIRED

WHEREAS, the City of Newburgh Police Department performs many duties and offers a variety of services to promote public safety and health; and

WHEREAS, the New York State Division of Homeland Security and Emergency Services, Office of Counter Terrorism, has grant funding available under the FY2014 Explosive Detection Canine Team Grant; and

WHEREAS, the City of Newburgh Police Department wishes to develop an explosive detection canine team within the City of Newburgh; and

WHEREAS, the City's request for grant funds will not exceed \$60,000.00; and

WHEREAS, such funding includes explosive detection canine, explosive detection canine police transport vehicle and vehicle equipment, training supplies for canine, personnel expenses and the like; and

WHEREAS, this Council has determined that applying for and acceptance of 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 a grant from the New York State Division of Homeland Security and Emergency Services, Office of Counter Terrorism under the 2014 Explosive Detection Canine Team Grant in an amount not to exceed \$60,000.00, with no City matching funds 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.

RESOLUTION NO.: 207 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AMENDING RESOLUTION NO: 247 - 2013, THE 2014 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$230,000.00 FROM SEWER FUND BALANCE TO
SANITARY SEWERS - EQUIPMENT/INFRASTRUCTURE

WHEREAS, by Resolution No. 154-2013 of July 15, 2013, the City Council of the City of Newburgh, New York authorized the Interim City Manager to retain the services of a qualified engineering firm and contractor to investigate and evaluate the immediate problems with Combined Sewer Overflow ("CSO") Outfall No. 12 and to determine the necessary work to stabilize and repair the CSO Outfall No. 12.

WHEREAS, Stantec Consulting Services, Inc. was retained by the City; investigated the problem and provided an Engineering Opinion of Probable Cause of CSO Outfall No. 12, as well as Recommendations and Opinion of Probable Costs for the design, permitting and construction costs of the necessary stabilization and repairs; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to approve a budget transfer of \$230,000 from Sewer Fund Balance to Sewer Fund - Equipment/Infrastructure to cover the anticipated construction costs to install a new outfall pipe from Regulator No.10 to CSO Outfall No. 12;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, that Resolution No. 247-2013, the 2014 Budget of the City of Newburgh is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
G.0000.0911	Sewer Fund Balance	\$230,000.00	
G.8120.0200	Equipment/Infrastructure		\$230,000.00

RESOLUTION NO.: 208-2014

OF

AUGUST 11, 2014

A RESOLUTION RESCINDING RESOLUTION NO. 105-2013 OF MAY 13, 2013
REGARDING THE RE-PURCHASE OF REAL PROPERTY
LOCATED AT 72 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 61)

WHEREAS, by Resolution No. 105-2013 of May 13, 2013, the City Council of the City of Newburgh authorized the re-purchase of real property located at 72 Hasbrouck Street (Section 38, Block 3, Lot 61) at private sale to Keith Giffit under certain terms and conditions of sale; and

WHEREAS, the purchaser failed to make any of the quarterly installment payments as required under Term of Sale No. 3; and

WHEREAS, the purchaser has been notified by a Notice to Cure dated June 9, 2014 of his default of the Terms and Conditions of Sale regarding the re-purchase of 72 Hasbrouck Street by having failed to make any of the quarterly installment payments to date as required under Term of Sale No. 3; and

WHEREAS, the purchaser has failed to fully and satisfactorily cure such default by remitting the quarterly installment payments due and owing the City of Newburgh as required under Term of Sale No. 3 by bank check, certified check or money order on or before July 7, 2014; and

WHEREAS, this Council has determined that rescinding Resolution No. 105-2013 of May 13, 2013 and that cancelling the re-purchase of 72 Hasbrouck Street is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No. 105-2013 of May 13, 2013 is hereby rescinded and the Corporation Counsel is hereby directed to notify the purchaser that the re-purchase of 72 Hasbrouck Street is cancelled and all further rights and obligations of the parties regarding the repurchase of 72 Hasbrouck Street are terminated.

RESOLUTION NO.: 209 - 2014

OF

AUGUST 11, 2014

A RESOLUTION GRANTING AN EXTENSION OF TIME
TO SERGIO MURILLO TO RE-PURCHASE REAL PROPERTY
KNOWN AS 66 CARSON AVENUE (SECTION 45, BLOCK 6, LOT 30)

WHEREAS, this Council, by Resolution No.: 182-2014 of July 14, 2014, authorized the re-purchase of real property known as 66 Carson Avenue, Section 45, Block 6, Lot 30, and 72 William Street, Section 38, Block 4, Lot 31, at private sale to former owner Sergio Murillo; and

WHEREAS, Mr. Murillo has remitted the requisite funds and closed title on 72 William Street; and

WHEREAS, due to unforeseen circumstances Mr. Murillo has requested an extension of time to close title on 66 Carson Avenue; and

WHEREAS, the amounts due and owing for the re-purchase of 66 Carson Avenue have been re-calculated to the date of such extension in the amount of Twenty Seven Thousand Six Hundred Sixty Nine and 04/100 (\$27,669.04) Dollars; and

WHEREAS, this Council has determined that granting such extension 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 an extension of time to re-purchase real property known as 66 Carson Avenue, Section 45, Block 6, Lot 30, upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of Twenty Seven Thousand Six Hundred Sixty Nine and 04/100 (\$27,669.04) Dollars be and is hereby granted to Sergio Murillo until October 31, 2014.

RESOLUTION NO.: 210 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AMENDING RESOLUTION NO. 12-2014 OF JANUARY 13, 2014 TO AUTHORIZE AN AMENDMENT TO THE TERMS OF SALE AND AN EXTENSION OF TIME TO CLOSE TITLE ON THE REPURCHASE OF REAL PROPERTY KNOWN AS 213 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 6), 212 DUBOIS STREET (SECTION 1, BLOCK 1, LOT 34) AND 214 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 35) AT PRIVATE SALE BY JESSE BLACKMON

WHEREAS, by Resolution No. 256-2013 of December 9, 2013, the City Council of the City of Newburgh authorized the sale of 213 North Miller Street, more accurately described as Section 11, Block 1, Lot 6 of the official tax map of the City of Newburgh, to Jesse Blackmon upon receipt of the purchase price of \$15,000.00; and that said purchase price must be paid no later than March 10, 2014, and in accordance with certain terms and conditions of sale; and

WHEREAS, by Resolution No. 12-2014 of January 13, 2014, the City of Newburgh also authorized the sale of 212 Dubois Street and 214 Dubois Street, being more accurately described as Section 11, Block 1, Lots 34 and 35, respectively, on the official tax map of the City of Newburgh, to Jesse Blackmon in accordance with the terms and conditions of sale as attached to Resolution No. 12-2014; and

WHEREAS, the parties have agreed to modify the terms of sale and require additional time to close title and the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to modify the terms of sale and to extend the time to close title;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No. 12-2014 of January 13, 2014 is hereby amended to extend the time to close title on the sale of 213 North Miller Street, 212 Dubois Street and 214 Dubois Street to Jesse Blackmon until October 31, 2014; and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the purchase price of \$15,000.00; and that said purchase price must be paid no later than October 31, 2014, and in accordance with the terms and conditions of sale as annexed hereto and made part hereof; and

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

Terms and Conditions of Sale

1. City of Newburgh acquired title to the properties known as 213 North Miller Street, 212 Dubois Street and 214 Dubois Street, more accurately described as Section 11, Block 1, Lots 6, 34 and 35, respectively) on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcels") in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. The parcels, including any buildings thereon, are sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the closing.
3. The purchaser shall continue to be responsible for all water, sewer and sanitation charges.
4. The purchase price of the properties is \$15,000.00. The purchaser shall pay to the City the purchase price as follows:

The City, as seller, agrees to take back and hold and the purchaser agrees to execute and deliver to the seller a Purchase Money Second Mortgage and Note for the purchase price. The Purchase Money Note and Second Mortgage shall be self-amortizing and be in the sum of \$15,000.00 for a term of five years, payable in equal monthly installments of \$250.00 per month. The Purchase Money Mortgage shall be subordinate to the mortgage held by Hudson Valley Federal Credit Union encumbering the property known as 213 North Miller Street. The Purchase Money Mortgage shall contain a late charge for overdue payment. The Note and Mortgage shall provide, among other things, that it may be prepaid in whole or in part without penalty, that it shall be immediately due and payable upon the sale of the mortgaged premises or in the event that the purchaser enters into a land sale contract or in the event that purchaser files a voluntary petition in bankruptcy or assigns the premises for the benefit of creditors.

The mortgage tax imposed by law and the recording fee for this Purchase Money Mortgage shall be paid by the purchaser. Seller's attorney shall prepare the Purchase Money Note and Mortgage.

All payments due hereunder shall be payable to the City of Newburgh by **bank check, certified check or money order.**

5. Purchaser is advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
6. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
7. All informational tools, such as slides, tax maps, deeds, photos, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. THE CITY MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Purchaser also acknowledges that she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
9. Notice is hereby given that the parcels lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provisions of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcels so designated in accordance with same.
10. Purchaser has agreed to purchase the property known as 213 North Miller Street subject to the five (5) year owner occupancy restriction and shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain his domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

11. All recording costs, mortgage tax and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" by **bank check, certified check or money order.**
12. The closing costs/fees must be paid by guaranteed funds to the City of Newburgh Comptroller's Office on or before October 31, 2014. **The City is not required to send notice of acceptance to a purchaser.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefore, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should the purchaser fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the purchaser. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
13. The purchaser warrants that he is in possession of the parcels and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcels.
14. If the purchaser fails to close title by the close of business on October 31, 2014, then, the City may, but is not obligated to offer the parcel to another purchaser.
15. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, he shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during his possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.
16. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.

17. Conveyance shall be by quitclaim deed only, containing a description of the properties as they appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price and closing fees/costs. Purchaser and tenant(s) remain in possession of the properties until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
18. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject properties, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the properties. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
19. The description of the properties shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
20. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he is the former owner(s) of the properties against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the properties. The purchaser agrees that neither he nor his assigns shall convey the properties until after the date of the deed conveying title to the purchaser. If such conveyance is in violation of these terms and conditions, the purchaser understands that he may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

JESSE BLACKMON

Date: _____

ORDINANCE NO.: 2 - 2014

OF

AUGUST 11, 2014

AN ORDINANCE AMENDING SECTION 163-2 "MISCELLANEOUS 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:

§ 163-2. Miscellaneous fees.

Geographic information systems

Mapping

\$40.00 per hour billed in 15 minute increments for work exceeding 30 minutes in length (length of time to be determined by the GIS Analyst)

Printing (by paper size)

The first eight-inch by eleven-inch copy: \$5.00; each additional copy: \$3.00

The first eleven-inch by seventeen-inch copy: \$10.00; each additional copy: \$6.00

The first customized paper size up to 36 inches by 40 inches: \$25.00; each additional copy: \$15.00

Underlining denotes additions.
~~Strikethrough~~ denotes deletions.

	The first copy larger than 36 inches by 40 inches: \$30.00; each additional copy: \$18.00
Data	Building footprint data: \$50.00
	Parcel data: \$100.00
	Orthoimagery: \$200.00
	<u>Data available at no cost from other sources: no charge</u>
	<u>Basic data: no charge</u>
	All other data: \$20.00 per request
Subscription	\$100.00 per year for Interactive Mapping Services
Administrative fee	15% of the total fee per order

Geographic information system data fees may be waived by the City Manager upon the provision of certification by the requestor and the recommendation of the City Engineer, City Comptroller or Corporation Counsel that the GIS data sought will result in a direct benefit to the City of Newburgh in the form of a direct financial gain to the City, or an academic or other study conducted in the interest and for the benefit of the City of Newburgh.

Section 2. This ordinance shall take effect immediately.

Underlining denotes additions.
~~Strikethrough~~ denotes deletions.

ORDINANCE NO.: 3 - 2014

OF

AUGUST 11, 2014

AN ORDINANCE AMENDING CHAPTER 268 ENTITLED "TAG DAYS"
OF THE CODE OF THE CITY OF NEWBURGH TO ALLOW TAG DAY EVENTS

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

Section 1. Chapter 268, entitled "Tag Days," of the Code of the City of Newburgh be and is hereby amended to read as follows:

Chapter 268, TAG DAYS

§ 268-1. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

ORGANIZATION - ~~A corporation, group or association formed on a nonprofit basis.~~ Any charitable, educational or religious organization or any association incorporated in accordance with or subject to the provisions of the New York Not-For-Profit Corporation Law; or any other organization or association which does not exist for purposes of pecuniary profit or financial gain and no part of the assets, income or profit of which is distributable to its members, directors or officers.

TAG DAY - The practice of soliciting charitable contributions upon the streets, sidewalks, public places or from the occupants of any vehicle on any street or roadway by individuals standing in that portion of the street normally reserved for vehicular traffic.

§ 268-2. Permit required.

No person shall solicit money, donations or financial assistance of any kind or conduct a tag day solicitation on any street, sidewalk or public property owned by the City without having obtained a permit from the City Manager.

Underlining denotes additions.
~~Strikethrough~~ denotes deletions.

§ 268-3. Application.

- A. Any person or entity wishing to hold a Tag Day as defined herein on any street, sidewalk or public property or portion thereof owned and/or controlled by the City of Newburgh is hereby required to file a Permit Application and receive City approval thereof no less than twenty-eight (28) days prior to the holding of same. Such approval shall be given only upon satisfaction of all City requirements imposed as conditions thereof and as required hereunder.
- B. Application for such Permit shall be made upon forms prescribed therefor by the City. Application forms shall require, at minimum, the following information:
1. The correct name and address and telephone number of the person and/or organization sponsoring or organizing the Tag Day.
 2. If the applicant is a corporation, organization, or association, the title of the individual completing the application as so authorized by said entity, and acting as the authorized representative of same.
 3. The name of the person or persons in charge of organizing and conducting the event; and the name, title, address and telephone number including cellular telephone number and other contact information of the person who shall be present at and with operational responsibility and authority for the Tag Day.
 4. If the applicant is a corporation, organization or association, the names, titles, telephone numbers and other current contact information of the chief executive officer(s) and other responsible persons in authority over same.
 5. The total number of adults and children expected to participate.
 6. All locations requested to be used and the dates and hours requested for each such use.
 7. Such other information as the City shall require.
- C. Permit Applications shall be filed no later than twenty-eight (28) days prior to the date(s) of any Tag Day; and in any event not later than the time required for City to review same and to determine that all arrangements are satisfactory and sufficient to protect public health, safety and property. City shall waive such requirement and accept the filing of an application after the deadline for same if City determines that such late filing shall not have impaired the City's ability to adequately review the application and all arrangements necessary to hold the event as intended so as to safeguard the protection of public health, safety and property by evaluating same according to the criteria set forth herein; however City shall have the right to deny any such Permit and prohibit such Tag Day due to the late filing of an Application or other material failure to comply with City requirements as defined hereunder, including if such late filing shall have precluded or significantly impaired City's ability and opportunity to evaluate said application as provided under this Chapter.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

- D. The Applicant shall furnish a certificate of liability insurance covering the Tag Day to be held and naming the City of Newburgh as an additional insured with limits of liability of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate for bodily injury and \$50,000 for each occurrence and \$100,000 aggregate for property damage. All such policies must be written in the broadest form available by a company authorized to do business in New York State and of recognized financial standing which has been fully informed about the proposed event.

§286-4. Limitations and prohibitions.

~~No organization, corporation, association or person shall sponsor, engage in or participate in a tag day within the City of Newburgh.~~

The City shall have the authority to determine the time, location and manner in which all Tag Days shall be held based upon the criteria hereinafter set forth.

1. Tag Day solicitations shall take place during daylight hours only.
2. Solicitations shall be conducted in an unobtrusive manner and without annoyance or hindrance to traffic or pedestrians.
3. No persons under the age of 18 may conduct solicitation activity on any street or roadway normally reserved for vehicular traffic.
4. No persons may conduct a Tag Day in the following streets, roadways or intersections:
 - a. The entire length of Broadway.
 - b. The entire length of Martin Luther King Jr. Blvd./Marine Drive/Water Street.
 - c. The entire length of Robinson Avenue.
5. Other terms and conditions as may be prescribed by the City Manager or his designee upon taking into consideration the public health safety and general welfare.

§ 268-35. Penalties for offenses.

- A. Any person who shall violate any of the provisions of this chapter or fail to comply therewith or who shall violate or fail to comply with any order made thereunder shall be punished as provided in § 1-12 for violation of this chapter of the Code of Ordinances of the City of Newburgh.
- B. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such person shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense.
- C. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Section 2. This ordinance shall take effect immediately.

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ORDINANCE NO.: 4 - 2014

OF

AUGUST 11, 2014

AN ORDINANCE AMENDING CHAPTER 248 ENTITLED "WATER"
SECTION 293-20 "ACCURACY AND TESTING"
OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 248 entitled "Water", Section 293-20, "Accuracy and Testing" of the Code of the City of Newburgh be and is hereby amended as follows:

Section 1. § 293-20. Accuracy and testing.

- A. Any person making a complaint as to the correctness of a water bill must do so within 30 ~~40~~ days after the rendition of the bill by making a written application to the Water Department.

Section 2. This ordinance shall take effect immediately.

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CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

August 11, 2014
7:00 p.m.

Mayor/Alcaldesa :

1. Prayer / *Oración*
2. Pledge of Allegiance / *Juramento a la alianza*

City Clerk / Secretaria de la ciudad:

3. Roll Call / *Lista de asistencia*

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Courtney Allen, productora de "En peligro" presentará un avance de su serie

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A resolution granting an extension of time to Sergio Murillo to re-purchase real property known as 66 Carson Avenue (Section 45, Block 6, Lot 30)

Una resolución de la concesión de una prórroga del plazo para Sergio Murillo para volver a comprar la propiedad inmueble conocido como 66 Carson Avenue (Sección 45, bloque 6, Lote 30)

32. Resolution No. 210 -2014

A resolution amending Resolution No. 12-2014 of January 13, 2014 to authorize an amendment to the terms of sale and an extension of time to close title on the repurchase of real property known as 213 North Miller Street (Section 11, Block 1, Lot 6), 212 Dubois Street (Section 1, Block 1, Lot 34) and 214 Dubois Street (Section 11 Block 1, Lot 35) at Private Sale by Jesse Blackmon

Una resolución que modifica la Resolución N ° 12-2014 del 13 de enero de 2014 para autorizar una enmienda de las condiciones de venta y una extensión de tiempo para cerrar el título en la recompra de bienes raíces conocido como 213 North Miller Street (Sección 11, Bloque 1, Lote 6), 212 Dubois Street (Sección 1, Bloque 1, Lote 34) y 214 Dubois Street (Sección 11 Bloque 1, Lote 35) en Venta privada a Jesse Blackmon

33. Ordinance No. 2-2014

An Ordinance amending Section 163-2 "Miscellaneous Fees" of Chapter 163 "Fees" of the Code of the City of Newburgh

Ordenanza que modifica la sección 163-2 "Cargos varios" del capítulo 163 "cargos" del Código de la Ciudad de Newburgh

34. Ordinance No. 3-2014

An ordinance amending Chapter 268 entitled "Tag Days" of the Code of the City of Newburgh to allow Tag Day events

Ordenanza que modifica el capítulo 268 "Tag Days" del Código de la Ciudad de Newburgh para permitir eventos del "Día Tag"

35. Ordinance No. 4-2014

An ordinance amending Chapter 293 entitled "Water" Section 293-20 "Accuracy and Testing" of the Code of the City of Newburgh

Ordenanza que modifica el capítulo 293, titulado "Agua" Artículo 293-20 "Precisión y pruebas" del Código de la Ciudad de Newburgh

Old Business / Asuntos Pendientes:

New Business / Nuevos Negocios:

Public Comments Regarding General Matters of City Business / Comentarios del público sobre asuntos generales de la Ciudad:

Further Comments from the Council / Nuevas observaciones del Consejo:

Adjournment / Aplazamiento:



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27. Resolution No. 209-2014

A resolution granting an extension of time to Sergio Murillo to re-purchase real property known as 66 Carson Avenue (Section 45, Block 6, Lot 30)

Una resolución de la concesión de una prórroga del plazo para Sergio Murillo para volver a comprar la propiedad inmueble conocido como 66 Carson Avenue (Sección 45, bloque 6, Lote 30)

28. Resolution No. 210 -2014

A resolution amending Resolution No. 12-2014 of January 13, 2014 to authorize an amendment to the terms of sale and an extension of time to close title on the repurchase of real property known as 213 North Miller Street (Section 11, Block 1, Lot 6), 212 Dubois Street (Section 1, Block 1, Lot 34) and 214 Dubois Street (Section 11 Block 1, Lot 35) at Private Sale by Jesse Blackmon

Una resolución que modifica la Resolución N ° 12-2014 del 13 de enero de 2014 para autorizar una enmienda de las condiciones de venta y una extensión de tiempo para cerrar el título en la recompra de bienes raíces conocido como 213 North Miller Street (Sección 11, Bloque 1, Lote 6), 212 Dubois Street (Sección 1, Bloque 1, Lote 34) y 214 Dubois Street (Sección 11 Bloque 1, Lote 35) en Venta privada a Jesse Blackmon

29. Resolution No. 211-2014

A resolution appointing a member of the Board of Ethics – Mark Carnes

Una resolución que se nombra a un miembro de la Junta de Ética- Mark Carnes

30. Resolution No. 212-2014

A resolution appointing a member of the Board of Ethics – Nancy Colas

Una resolución que se nombra a un miembro de la Junta de Ética- Nancy Colas

31. Resolution No. 213-2014

A resolution appointing a member of the Board of Ethics – Barbara Smith

Una resolución que se nombra a un miembro de la Junta de Ética- Barbara Smith

32. Resolution No. 214-2014

A resolution appointing a member of the Board of Ethics – Patty Sofokles

Una resolución que se nombra a un miembro de la Junta de Ética- Patty Sofokles

33. Resolution No. 215- 2014

A resolution appointing a member of the Board of Ethics – Christine Bello

Una resolución que se nombra a un miembro de la Junta de Ética- Christine Bello

34. Ordinance No. 2-2014

An Ordinance amending Section 163-2 “Miscellaneous Fees” of Chapter 163 “Fees” of the Code of the City of Newburgh

Ordenanza que modifica la sección 163-2 "Cargos varios" del capítulo 163 "cargos" del Código de la Ciudad de Newburgh

35. Ordinance No. 3-2014

An ordinance amending Chapter 268 entitled “Tag Days” of the Code of the City of Newburgh to allow Tag Day events

Ordenanza que modifica el capítulo 268 "Tag Days" del Código de la Ciudad de Newburgh para permitir eventos del "Día Tag"

36. Ordinance No. 4-2014

An ordinance amending Chapter 293 entitled “Water” Section 293-20 “Accuracy and Testing” of the Code of the City of Newburgh

Ordenanza que modifica el capítulo 293, titulado "Agua" Artículo 293-20 "Precisión y pruebas" del Código de la Ciudad de Newburgh

Old Business / Asuntos Pendientes:

New Business / Nuevos Negocios:

Public Comments Regarding General Matters of City Business / Comentarios del público sobre asuntos generales de la Ciudad:

Further Comments from the Council / Nuevas observaciones del Consejo:

Adjournment / Aplazamiento:

RESOLUTION NO.: 206 - 2014

OF

AUGUST 11, 2014

A RESOLUTION TO ADJOURN THE PUBLIC HEARING
SCHEDULED FOR AUGUST 11, 2014 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW ADDING CHAPTER 276 ENTITLED
"TOBACCO" TO THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 176-2014 of July 14, 2014, the Council of the City of Newburgh scheduled a public hearing for the regular meeting of the City Council on August 11, 2014 at 7:00 pm to receive comments concerning "A Local Law Adding Chapter 276 entitled 'Tobacco' and Enacting Article I entitled 'Tobacco Retail License' to the Code of Ordinances of the City of Newburgh"; and

WHEREAS, this Council has determined that the proposed Local Law to add Chapter 276 entitled "Tobacco" requires review and revision before further consideration by the City Council and will not be considered for adoption by this Council without such review and revision; and

WHEREAS, this Council finds that adjourning the public hearing until the proposed legislation has been reviewed and revised 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 public hearing scheduled for the regular meeting of the City Council on August 11, 2014 at 7:00 pm to receive comments concerning "A Local Law Adding Chapter 276 entitled 'Tobacco' and Enacting Article I entitled 'Tobacco Retail License' to the Code of Ordinances of the City of Newburgh" is hereby adjourned.

RESOLUTION NO.: 188 - 2014

OF

AUGUST 11, 2014

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 230 PROSPECT STREET (SECTION 7, BLOCK 1, LOT 41) AND
231 PROSPECT STREET (SECTION 7, BLOCK 1, LOT 46) AT PRIVATE SALE TO
MICHAEL PAPALEO FOR THE AMOUNT OF \$1,500.00

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

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

WHEREAS, the City of Newburgh desires to sell 230 Prospect Street and 231 Prospect Street, being more accurately described as Section 7, Block 1, Lots 41 and 46 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before October 10, 2014, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
230 Prospect Street	7 - 1 - 41	Michael Papaleo	\$1,500.00
231 Prospect Street	7 - 1 - 46		

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

Terms and Conditions Sale

230 Prospect Street, City of Newburgh (7-1-41)

231 Prospect Street, City of Newburgh (7-1-46)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax years of 2013 County Tax and 2013-2014 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2013 County Taxes and 2013-2014 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the properties and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the properties; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the properties and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the properties shall revert to the City of Newburgh. The deed shall also provide that the properties shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records

the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

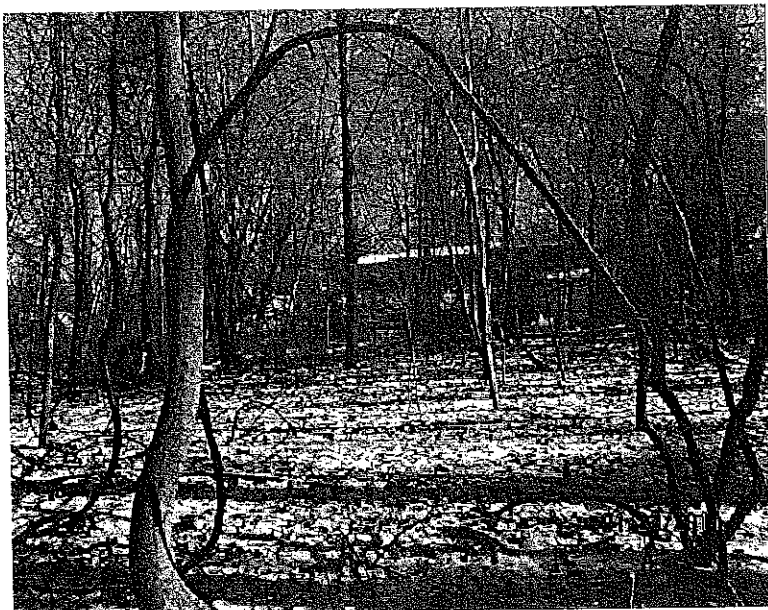
9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 10, 2014. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
13. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject properties, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the properties. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
14. The description of the properties shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the properties against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the properties. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the properties and consents to immediate judgment by City of Newburgh for said amounts.

Property Proposal Summary

Location: 230 & 231 Prospect Street
Tax Map Number: 7-1-41 & 7-1-46
Legal Description: Residential Vacant Land
Zoning: R-1
Description: .85 acres & .28 acres
Condition: Inferior
Assessed Value: \$1,000.00 & \$1,300.00
Annual Taxes: Approx \$50.00 & \$65.00 (at the current value)

Offer Information:

Name: Michael Papaleo
Offer Price:
Construction Estimate:
Proof of Financing:
Other Income:



received
3/6/2014

Michael Papaleo
17 Russell Road
Newburgh, NY 12550
(845)674-7830

February 26, 2014

Mr. James Slaughter
Interim City Manager
City Hall
83 Broadway
Newburgh, NY 12550

Dear Mr. James Slaughter:

I am a long time resident of our city and I am writing to express my interest to purchase two land parcels that are listed on the city owned property list. The parcels are SBL: 7-1-41 230 Prospect Street and SBL: 7-1-46 231 Prospect Street.

Currently, I own two properties and two land parcels. The properties are 17 Russell Road and 12 Pine Street. I purchased 17 Russell Road many years ago and this is where I reside. I recently purchased 12 Pine Street from the County. The two land parcels are SBL: 7-1-36 220 Prospect Street and SBL: 7-1-39 226 Prospect Street. Please reference the city tax map to see the where the properties are located.

The two land parcels that are available are in close proximity to my current investments. My wife and I are raising our family in the City of Newburgh and are interested in the future of our city and have a vested interest in it. If an agreement were to be reached between myself and the city, it would benefit both parties involved. The parcels would be back on the city's tax map and I would be able to protect my current investments. Please consider my interest and feel free to contact me.

Sincerely,



Michael Papaleo

c.c. Courtney Kain



City of Newburgh

Assessor's Office

City Hall 83 Broadway

Newburgh, New York 12550

Phone: (845) 569-7333 Fax: (845) 565-4916

www.cityofnewburgh-ny.gov

Joanne M. Majewski, IAO
Assessor

David Kohl
Assistant Assessor

May 8, 2014

Mr. Michael Papaleo has expressed interest in purchasing two parcels of vacant land currently owned by the City of Newburgh and located at 230 Prospect Street and 231 Prospect Street. He currently owns properties in this immediate vicinity including his residence at 17 Russell Road (SBL 7-1-30); two parcels of vacant land at 220 and 226 Prospect Street (SBL 7-1-36 & 7-1-39); and a recent investment purchase of a two family home at 12 Pine Street (SBL 7-1-21).

Prospect Street travels in a north/south direction, north of Broadway to Gidney Avenue. The tax map shows Prospect Street continuing north of Gidney Avenue to a dead end at property owned by the City of Newburgh Board of Education. However, the portion of the road north of Gidney Avenue is only a 'paper street', with minimal paving (approximately 100-125 feet +/- north of Gidney Ave, and approximately 10 feet wide). The two properties that are the subject of this report are located along the undeveloped portion of Prospect Street.

In addition to the lack of adequate street access, municipal water and sewer lines do not appear to be located along the paper Prospect Street. Water and sewer lines are available on Gidney Avenue and Russell Road. The lack of public road access and the distance to access water/sewer lines greatly impacts the desirability of these parcels for development.

The properties are described as follows:

230 Prospect Street, SBL 7-1-41

This parcel is located north of Gidney Avenue and the east side of the 'paper street'. It is 375 feet by 100 feet deep. This parcel borders another 'paper street' which is the extension of Pine Street. It is wooded and has some sloping.

231 Prospect Street, SBL 7-1-46

This parcel is located north of Gidney Avenue, on the west side of the 'paper' Prospect Street. It is 125 feet by 100 feet deep. This parcel appears to be wooded and slopes down toward Gidney Avenue.

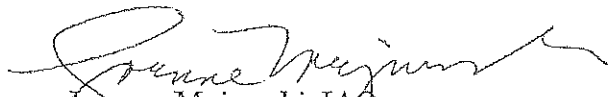
Both parcels are zoned R1 for Single Family Residential use, with minimum lot size of 7,500 square feet; 75 feet of frontage and 100 feet deep.

The two parcels were re-assessed for the 2014 Tentative Assessment Roll using mass valuation cost methods. Value consideration included the lack of road access and the subject's topography. The properties are assessed as follows:

230 Prospect Street 7-1-41, 37,500 sf \$1,600
231 Prospect Street 7-1-46, 12,500 sf \$1,300

Based on the lack of recent land sales, the inferior desirability of the parcels due to factors noted above, and in consideration of the neighboring property owner's interest, it is my opinion that a quick sale value for these properties would range from \$2,000 to \$2,900 for the two parcel package.

Respectfully submitted,


Joanne Majewski, LAO
Assessor

RESOLUTION NO.: 189 - 2014

OF

AUGUST 11, 2014

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 459 FIRST STREET (SECTION 27, BLOCK 1, LOT 14)
AT PRIVATE SALE TO NAZAIRE KEBREAU FOR THE AMOUNT OF \$5,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 459 First Street, being more accurately described as Section 27, Block 1, Lot 14 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before October 10, 2014, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
459 First Street	27 - 1 - 14	Nazaire Kebreau	\$5,000.00

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

Terms and Conditions Sale

459 First Street, City of Newburgh (27-1-14)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2013 County Tax and 2013-2014 School Taxes. The purchaser shall reimburse the City for 2013 County Taxes and 2013-2014 School Taxes. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that

he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

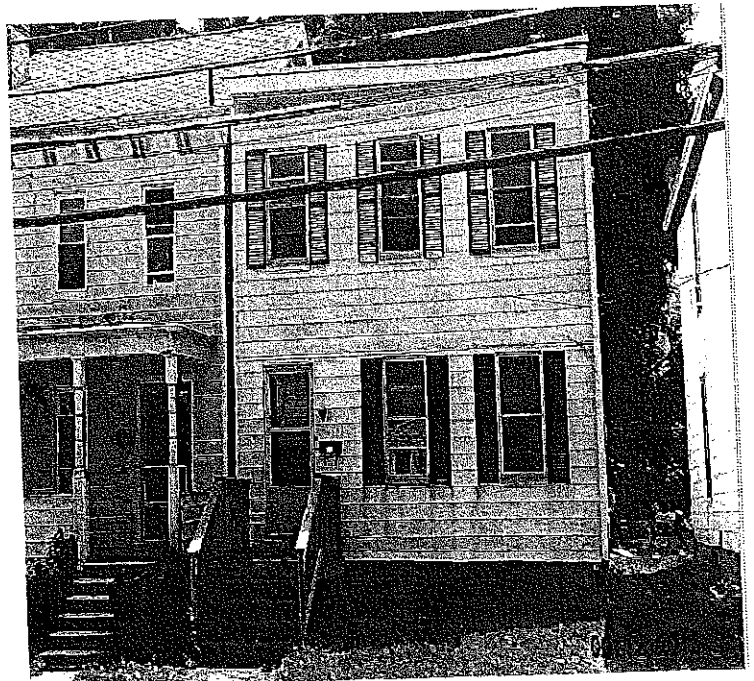
9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 10, 2014. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
13. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
14. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

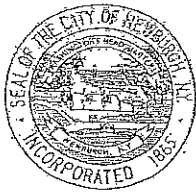
Property Proposal Summary

Location: 459 First Street
Tax Map Number: 27-1-14
Legal Description: 2 Family Residential
Zoning: R-1
Description: 1440SQFT—2 1900, it sits on a 2,178 SQ FT lot
Condition: Normal
Assessed Value: \$65,000.00
Annual Taxes: Approx. \$3,250.00 (at the current value)

Offer Information:

Name: Nazaire Kebreau
Offer Price: \$5,000.00
Construction Estimate: \$66,000.00
Proof of Financing:
Other Income: \$40,000.00





City of Newburgh
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall – 83 Broadway
Newburgh, New York 12550
www.cityofnewburgh-ny.gov

TEL: (845) 569-9400

FAX: (845) 569-9700

January 27, 2014

Kebreau Nazaire
P. O. Box 10731
Newburgh NY 12550

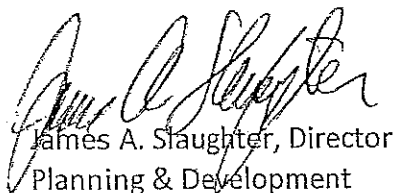
Dear Kebreau:

Thank you for your recent inquiry regarding the acquisition of 459 First Street. Staff has determined from your application that there are some deficiencies and discrepancies in the application. These following issues will need to be addressed before a decision can be made with your application.

- The annual income on your application is \$100,000 whereas the documents provided indicate annual income of approximately \$83,000. This needs to be clarified especially if there is additional income;
- The source of funding for the purchase needs to be verified;
- The method for determining the rehabilitation costs must be provided. The city will grant access to the building with your building professionals if desired;
- The city requires evidence from your bank in the form of a letter of credit or another acceptable commitment that the necessary funds are available.

The forgoing concerns needs to be addressed before a decision can be made regarding your application. If you have any questions with respect to the process or the information needed please contact the undersigned.

Sincerely,

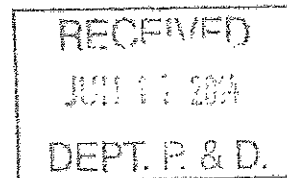

James A. Slaughter, Director
Planning & Development

457

359 First St

Plumbing	\$ 8,000.00
Electrical	\$ 6,000.00
Sheetrock/taping/plaster	\$ 3,500.00
Paint	\$ 800.00
Flooring	\$ 4,000.00
Demo/trash	\$ 1,500.00
Windows	\$ 1,200.00
Cabinets/Appliances	\$ 2,500.00
Boiler/water heater	\$ 2,500.00
Roofing	\$ 1,500.00
Asbestos removal	\$ 1,000.00
<u>Estimated Construction Costs</u>	<u>\$ 32,500.00</u>

459 First Street
Newburgh, NY 12550



Renovation Proposal

Electrical	\$10,000
Plumbing	\$25,000
Cosmetic	\$20,000
Roof	\$8,000
Clean-Up	\$3,000
Total	\$66,000

The total cost of the renovation is estimated to be \$66,000. My offer to undertake the project would be **\$5,000.**

Construction Timetable

August	Permit & Secure the Building
September & October	Electrical
November & December	Plumbing
January & February	Cosmetic
April 30 th	Move-In

Contact:

Nazaire Kebreau
P.O. Box 10731
Newburgh, NY 12552
845-591-0175

459 FIRST STREET

4/8/2014

From Rick M. [signature]

Plumbing	\$	8,000.00
Electrical	\$	6,000.00
Sheetrock / Taping / Plaster	\$	3,500.00
Paint	\$	800.00
Flooring	\$	4,000.00
Demo / Trash Removal	\$	1,500.00
Windows	\$	1,200.00
Cabinets / Appliances	\$	2,500.00
Furnace / Water Heater	\$	2,500.00
Roofing	\$	1,500.00
Asbestos Removal	\$	1,000.00
Estimated Construction Costs	\$	32,500.00

RESOLUTION NO.: 190 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH THE NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.
TO PROVIDE CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
LOCATED AT 55 BROADWAY AND 123 GRAND STREET
AT A COST OF \$101,887.35

WHEREAS, the New York State Industries for the Disabled, Inc. ("NYSID") has submitted a proposal in connection with custodial services to be provided for City owned buildings located at 55 Broadway and 123 Grand Street; and

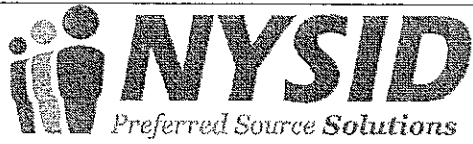
WHEREAS, such custodial services shall be provided by NYSID Member Agency Occupations; and

WHEREAS, the proposal provides for a one year contract at an annual cost of One Hundred One Thousand Eight Hundred Eighty Seven and 35/100 (\$101,887.35) Dollars with two annual renewal options with a CPI adjustment; and

WHEREAS, such funding shall be derived from Public Safety Building and Grand Street Courthouse - Other Services, A.3399.0448 and A.1120.0448, respectively; and

WHEREAS, this Council has reviewed the attached proposal and has determined that executing a contract under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached contract entitled "Request for Price Concurrence" with the New York State Industries for the Disabled, Inc. to provide custodial services for City-owned buildings located at 55 Broadway and 123 Grand Street at an annual cost of One Hundred One Thousand Eight Hundred Eighty Seven and 35/100 (\$101,887.35) Dollars.



Request for Price Concurrence

The information contained herein is proprietary and confidential



See attached documents in lieu of signed form

The information contained herein is proprietary and confidential

RESOLUTION NO.: 191 - 2014

OF

AUGUST 11, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT WITH WORKFORCE DEVELOPMENT INSTITUTE
TO DEVELOP A BUSINESS ADVISORY COUNCIL OF LOCAL EMPLOYERS TO
PROVIDE EMPLOYMENT OPPORTUNITIES FOR QUALIFIED CITY OF NEWBURGH
RESIDENTS AT A COST TO THE CITY OF \$40,000.00**

WHEREAS, by Resolution No. 185-2011 of September 12, 2011, the City Council of the City of Newburgh authorized the City Manager to execute a contract with the Workforce Development Institute (hereinafter "WDI") to recruit and hire a Program Coordinator, establish a specific selection and assessment criteria within the Newburgh population, review caseloads and establish enrollment, engagement and reporting requirements and protocols with community organizations; and

WHEREAS, the term of the initial contract for the first phase of such services was effective through December of 2011 and by Resolution No. 18-2012 of February 14, 2012, the City Council extended the term of this contract to April 30, 2012; and

WHEREAS, WDI completed the initial phase of the project and by Resolution No. 52-2012 of April 23, 2012, the City Council authorized the City Manager to execute a contract with WDI to provide the next phase of services; and

WHEREAS, WDI has completed the second phase of its services and by Resolution No. 81-2013 of April 22, 2013, the City Council authorized the City Manager to execute a contract with WDI to provide the next phase of services; and

WHEREAS, WDI now proposes to assist the City of Newburgh by attempting to create and leave in place a new system that will address many of the workforce and employment structural challenges facing the City of Newburgh by providing a City Communication Plan, Business Support and Vocation Focus as set forth in the "Scope of Services" of the contract annexed hereto and made part hereof; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to a contract with Workforce Development Institute to establish new system that will address many of the workforce and employment structural challenges facing the City of Newburgh by providing a City Communication Plan, Business Support and Vocation Focus at a cost to the City of \$40,000.00.

CONTRACTUAL AGREEMENT

PARTIES

This CONTRACT is between the City of Newburgh as the FUNDER and the Workforce Development Institute (WDI) as the CONTRACTOR. The respective locations and contacts are as follows:

City of Newburgh
83 Broadway
Newburgh, NY 12550

Workforce Development Institute (WDI)
96 South Swan St.
Albany, NY 12210

PURPOSE OF CONTRACT

The mission of this contract, and the work of WDI for this coming year, is to put in place an effective workforce development system that responds to the need of Newburgh employers for work-ready and skilled employees, and the interest of Newburgh residents to be gainfully employed. WDI, working with employers, community-based organizations, and employment and training providers, will create the system.

This contract builds on two prior contracts that resulted in data collection around demand industries/sectors in the Greater Newburgh area, employers that are currently hiring, jobs/skills in demand, and then referral of Newburgh residents to training programs and/or job openings as well as tracking of these referrals. The last contract revealed that while many job openings exist in the greater Newburgh area, qualified candidates have been difficult to find for these positions. In addition, common themes emerged around barriers to employment, including: lack of transportation, lack of childcare, lack of follow-up/follow-through, lack of education, lack of soft skills, and drug use.

In this current contract, WDI/WIN will be attempting to create, and leave in place, a new system that will address many of the workforce and employment structural challenges that the City faces. Following is a list of the key elements of the new system:

1. An up-to-date data base (or spreadsheet) will be developed, and will include employment trends in greater Newburgh, the principal economic sectors where employment growth is occurring, the employers that are looking to hire workers, and the skills that the employers need from the workforce. Burning Glass software will be the basic source of this database, but other sources will also be used.
2. A cohort of employers will be actively engaged who will be a productive and reliable source of employment information on an on-going basis. These employers will be engaged through group meetings and/or through the on-going interviews and meetings

that occur between WDI/WIN staff and employers. This relationship with employers could be institutionalized through a Business Advisory Council (BAC), or through periodic meetings with individual employers and groups of employers in key economic sectors.

3. A cohort of effective and productive employment and training providers will be identified and in place, and they will have the capacity to respond to the employment needs of employers. This will be done through formal training programs offered by the providers that directly meet the needs of employers, as well as through screening and recruitment of potential workers.
4. Finally, through the assistance of the City and the providers, as well as the efforts of WDI/WIN staff, a broad base of employable City residents will have be identified. To the extent possible, a pipeline of these individuals will be developed so that employers will have access to a pool of potential workers over time.

SCOPE OF SERVICES

Under this contract, WDI will provide the following:

City Communication Plan

- Lead a City-based advisory group comprised of the City Manager, the Director of Community Development, two City Council members, and two CDBG Advisory Group members to facilitate discussions around employer outreach and job development.
- Report overall progress to the advisory group convened by the City on a quarterly basis beginning in August 2014 or as scheduled by the Director of Community Development with a two week notice. This progress will include a vocational provider participation report that indicates helpfulness of providers in terms of candidate referrals.

Business Support

- Perform ongoing outreach to employers and, where possible, form sector based business committees to engage *small groups of* employers with similar needs in discussions about employment trends, skills required, and potential openings.
- Identify current and future training needs per employer or industry sector with particular emphasis on opportunities for Newburgh residents.
- Where appropriate, provide resources/support for pre-employment training programs and/or services for an employer or groups of employers.
- Develop business profiles on employers. Profiles will include background information about the company, types of jobs for which it hires, skills required of the jobs, turnover rates, barriers to finding employees, growth potential, and jobs for which it plans to hire in the future. Share profiles in an aggregate manner.

Vocational Focus

- Work with local non-profits, vocational and technical providers, etc. for the referral of their participants to the jobs that are identified by BAC participants and other employers.

Note: The relevant information generated from the businesses and through outreach to other employers will be shared with local vocational service providers, the NYS Department of Labor, and others in an effort to find qualified individuals to fill positions. *However, the vocational service providers should serve as the lead agencies in recommending qualified candidates.*

- Work with training and educational providers to develop the appropriate trainings required to meet the employment needs discovered through employer outreach.

MEASUREMENTS – Benchmarks that will be reviewed to Determine Success

Based on the above Scope of Services, there are several measurable elements that will be reviewed to determine whether the program has been successful:

City

- Assist the City-based advisory group will be provided by identifying and reaching out to potential employers for the purpose of identifying open jobs and skills required.
- Written status reports prepared by the Program Coordinator will be distributed to the City-based advisory group in November 2014, February 2015, May 2015, and August 2015.

Businesses

- Local businesses will participate in appropriate groupings of sectors, interests and/or concerns, where appropriate. 15 employers in manufacturing and hospitality sectors (combined) will be interviewed in depth and business profiles compiled and shared in aggregate form with the city. The purpose of the profiles is to specify numbers of jobs, skill sets required, and emerging trends.
- Current and future training needs will be identified. Where appropriate, pre-employment training programs and services will be implemented.

Providers

- Partnerships with local non-profits, vocational and technical providers will be organized and in place.
- Information about employment trends, required skills and job openings will be obtained and disseminated to providers on a regular basis.

Data

- Data on referral sources (from providers), trainings, job referrals (to employers), interviews, hires, etc., will be maintained in a digital spreadsheet format.

TIMEFRAME

This agreement is valid from August 12, 2014 through July 31, 2015 and may be extended through mutual agreement.

COMPENSATION AND REPORTS REQUIRED FOR PAYMENT

The City of Newburgh has indicated it has limited funding and that \$40,000 is available for this initiative. The cost of developing the BAC and performing outreach to employers as described above is significantly more than \$40,000. WDI acknowledges this discrepancy and is willing to commit other resources to support the differential.

The \$40,000 that is available for the initiative will be paid in quarterly installments from the City of Newburgh to WDI, upon submission of an invoice and a quarterly report. If the City is not satisfied with the progress indicated by the quarterly report, it may terminate the contract per the termination clause below.

Note that implementation of the items outlined under Scope of Services may be accomplished by a few WDI staff members, including a Project Coordinator, the Hudson Valley Regional Director, the Director of Operations, and an Economic Development Consultant. All of these staff members will assist in the development of the Newburgh program.

TERMINATION

If either party fails to perform any material obligation under this Agreement or violates material terms or condition of this Agreement and such failure or violation is not cured within ten (10) days following receipt of a notice from the non-breaching party describing the default or failure, then the non-breaching party shall have the right to terminate this Agreement upon written notice to the other. However, payment (or a pro-rated payment) will be made for services rendered up to the notice of termination date.

Edward Murphy
Executive Director
Workforce Development Institute

Michael G. Ciaravino
City Manager
City of Newburgh, NY
Resolution No. 191-2014

Date

Date

RESOLUTION NO.: 192 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES
TO PROVIDE PERFORMING ARTISTS AND RELATED SERVICES
IN CONNECTION WITH THE CITY OF NEWBURGH
26th ANNUAL INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh will hold its annual International Festival from Friday, August 29, 2014 through Monday, September 1, 2014, dates inclusive; and

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

WHEREAS, there is funding from proceeds from previous festivals available in a Trust and Agency Account and the 2014 City budget; and

WHEREAS, such agreements shall not exceed and the funds in the Trust and Agency Account and the 2014 Festival Budget;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into the referenced agreements in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the 26th Annual International Festival, with the net cost to the City of such agreements not to exceed the Trust and Agency Account proceeds and 2014 Festival Budget.

RESOLUTION NO.: 193 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH C & N AMUSEMENTS
FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT
THE CITY OF NEWBURGH 26TH ANNUAL INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh will hold its annual International Festival on Friday, August 29, 2014 through Monday, September 1, 2014, dates inclusive;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement, a copy of which is annexed hereto, and in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with C & N Amusements for services in connection with the City of Newburgh International Festival.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____ 2014, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and C & N AMUSEMENTS, a firm with principal offices at 209 Lakeside Road, Newburgh, New York 12550, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning August 29, 2014, and ending September 1, 2014.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such

form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$0.00 ZERO Dollars has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR 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. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, 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 CITY, nor any person whose salary is payable, in whole or in part, by the CITY, 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 Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or

indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY 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 CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY 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 CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

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

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

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

ARTICLE 16. TERMINATION

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

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

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

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

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon

such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

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

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

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

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

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

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

For a breach or violation of such representations or warranties, the CITY shall

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

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

ARTICLE 24: CLOSE OUT & CLEAN UP

The parties agree that VENDOR shall make its best effort to remove all property and equipment from the site no later than the end of the day, September, 3, 2014. However, in the event of unforeseen delays or other circumstances beyond the control of the parties, VENDOR shall have until September 4, 2014 to remove all such property and equipment from the site.

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

THE CITY OF NEWBURGH

C & N AMUSEMENTS

BY: _____
Michael G. Ciaravino,
City Manager

BY: _____
Robert Rivera

DATE: _____

DATE: _____

APPROVED AS TO FORM

MICHELLE KELSON
Corporation Counsel

JOHN J. ABER,
City Comptroller

SCHEDULE A
SCOPE OF SERVICES

RIDES:

30% OF RIDE GROSS UP TO \$30,000.00

35% OF RIDE GROSS AFTER \$30,000.00

TABLES:

\$100.00 PER CONCESSION

RESOLUTION NO.: 194 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A GRANT FROM THE ORANGE COUNTY YOUTH BUREAU IN THE
AMOUNT OF \$40,000.00 REQUIRING NO CITY MATCH
FOR THE RECREATION DEPARTMENT TO FUND
A YEAR ROUND BASKETBALL PROGRAM IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

WHEREAS, such grant shall provide for a program to conduct basketball leagues during the winter, summer and fall seasons; and

WHEREAS, funds will be utilized for the costs of referees, uniforms, trophies and, if necessary, gym rental; and

WHEREAS, no City matching funds is required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

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 a grant from the Orange County Youth Bureau in the amount of \$40,000.00 requiring no City match for the Recreation Department to fund a year round basketball program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 195 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT
FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY
AND EMERGENCY SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000.00
FOR THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, the City of Newburgh Fire Department has expressed interest in applying for a grant from the New York State Division of Homeland Security and Emergency Services in an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars; and

WHEREAS, such grant funds, if awarded, shall be used to enhance the technical rescue capabilities of the City of Newburgh Fire Department by purchasing personal safety equipment, confined space and trench rescue equipment, and water rescue and high-angle rescue equipment; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for such grant funds would be in the best interests of the City of Newburgh, and the safety of its firefighters and residents alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the New York State Division of Homeland Security and Emergency Services in an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars for the City of Newburgh Fire Department.

RESOLUTION NO.: 196-2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER
WITH CH ENERGY GROUP, INC.

WHEREAS, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the removal of three HPS16000 lamps on poles numbered 4208, 4210 and 4212 and the installation of six MH20500 lamps on poles numbered 4208, 4209, 4210, 35241, 4212 and 4213 located on Colden Street; and

WHEREAS, there will be a cost to the City of Newburgh of \$19.06 per lamp per monthly period for this change;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached amendment to the Street Lighting Authority Order.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION
610 LITTLE BRITAIN ROAD
NEW WINDSOR, NY 12553-6114
(845) 452-2700

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH NY 12550

ORDER NO.: H8-03300
ACCOUNT NO.: 8411-2080-00
DATE: 07/30/14

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE CITY LGTG IN ACCORDANCE WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE _____ (COUNCIL/BOARD OF THE _____ OF _____ AT A MEETING HELD ON _____, 20____ AS FOLLOW

ACTION:

INSTALL OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
REMOVE	HPS	16000	4208	A 151-03	COLDEN ST		13.82CR
INSTALL	MH	20500	4208	A 151-03	COLDEN ST		19.06
INSTALL	MH	20500	4209	A	COLDEN STREET		19.06
REMOVE	HPS	16000	4210	A 151-03	COLDEN ST		13.82CR
INSTALL	MH	20500	4210	A 151-03	COLDEN ST		19.06
INSTALL	MH	20500	35241	A	COLDEN STREET		19.06
REMOVE	HPS	16000	4212	A 151-03	COLDEN ST		13.82CR
INSTALL	MH	20500	4212	A 151-03	COLDEN ST		19.06
INSTALL	MH	20500	4213	A	COLDEN STREET		19.06

UPGRADE EXISTING LIGHTS & ADD NEW LGHTS

- ** A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- ** B. CUSTOMER OWNED/COMPANY MAINTAINED
- ** C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY _____ BY _____

_____, 20____ TITLE _____

W.O.NO. 6686A/R DATE WORK COMPLETED _____ BY _____

RESOLUTION NO.: 197 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ORANGE COUNTY-POUGHKEEPSIE LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS TO PERMIT THE INSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC UTILITY WIRELESS COMMUNICATIONS EQUIPMENT ON THE PREMISES OF THE CITY COURTHOUSE LOCATED AT 300 BROADWAY

WHEREAS, Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless ("Verizon") has proposed to lease 48 square feet of rooftop space and 48 square feet of ground space at the City Courthouse building located at 300 Broadway, Newburgh, New York, for the installation, operation and maintenance of a public utility wireless communications equipment ("Facility"); and

WHEREAS, the Facility will consist of antennas and related equipment on the premises of the City Courthouse building and the Facility is necessary for Verizon to provide its FCC licensed wireless telecommunications services to the area; and

WHEREAS, in consideration for the use of the rooftop and ground space, Verizon will pay to the City of Newburgh annual rent in the amount of Four Thousand Eight Hundred (\$4,800.00) dollars; and

WHEREAS, the installation of the Facility is an "action" as defined by the State Environmental Quality Review Act ("SEQRA") and the City desires to comply with the SEQRA and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the Facility; and

WHEREAS, pursuant to the SEQRA Regulations, the City has considered the significance of the potential environmental impacts of the Facility by (a) using the criteria specified in Section 617.6 of the SEQRA Regulations, and (b) examining the short EAF for the Facility, including the facts and conclusions on Page 1 and 2 of the EAF, together with other available supporting information, to identify the relevant areas of environmental concern and wishes to establish itself as Lead Agency for the Facility;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. The City Council of the City of Newburgh hereby declares itself as the Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. the Facility constitutes an "Unlisted" action, as the quoted term is defined in the SEQRA Regulations; and
3. adopts Part I and Part II of the Environmental Assessment Form; and
4. determines, based upon an examination of the short EAF and other available supporting information and considering the magnitude and importance of each area of environmental concern, and based on the City's knowledge of the area surrounding the Facility, that the Facility will not have a significant adverse environmental impact and will not require the preparation of a Draft Environmental Impact Statement; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to sign and file any/and all other documents that may be necessary to complete the SEQRA process for the Facility; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a lease agreement in substantially the same form as annexed hereto, with such other terms and conditions as may be required by the City Manager, Comptroller and Corporation Counsel, with Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless for the installation, maintenance and operation of certain public utility wireless communications equipment at the City Courthouse building located at 300 Broadway, Newburgh, New York.

SITE NAME:
SITE NUMBER:
ATTY/DATE

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this _____ day of _____, 20____, between _____, with its principal offices located at _____, hereinafter designated LESSOR and _____ d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately (____) square feet of space (the "Floor Space") and approximately (____) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at [ADDRESS]_____, [MUNICIPALITY]_____, [COUNTY]_____, [STATE]_____, (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Floor Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time

during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of _____ Dollars (\$ _____) to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to _____ or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises.

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to

property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an

assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

LESSEE: _____
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies

of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the

requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals
the day and year first above written.

WITNESS

WITNESS

LESSOR:

By: _____

Its: _____

Date: _____

LESSEE:

By: _____

Its: _____

Date: _____

EXHIBIT "A"

**SITE PLAN OF ROOFTOP SPACE, FLOOR SPACE
ANTENNA SPACE AND CABLING SPACE**

Verizon Wireless Lease Information
Newburgh City Office Micro

Lease Terms

- Initial Term of 5 (five) years
- 4 (four) additional 5 (five) year terms
- Automatic renewals at the end of each additional term

Rent

- \$4800 per year

Lease Area - $6' \times 8' = 48$ square feet (ground space)
 $6' \times 8' = 48$ square feet (rooftop space)

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Name of Action or Project: Verizon Small Cells Proposal							
Project Location (describe, and attach a location map): 300 Broadway - northeast corner of the intersection of Robinson Avenue and Broadway in the City of Newburgh, Orange County, New York.							
Brief Description of Proposed Action: Verizon Wireless intends to lease approximately forty-eight (48) sq.ft. of roof space and forty-eight (48) sq.ft. of ground space at the City of Newburgh Courthouse to install a small cells - short range mobile cell site.							
Name of Applicant or Sponsor: City of Newburgh City Manager - Michael Ciaravino		Telephone: 845-569-7301 E-Mail: mciaravino@cityofnewburgh-ny.gov					
Address: City Hall, 83 Broadway							
City/PO: Newburgh		State: New York	Zip Code: 12550				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
3.a. Total acreage of the site of the proposed action?		1.3 acres					
b. Total acreage to be physically disturbed?		.001 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.65 acres					
4. Check all land uses that occur on, adjoining and near the proposed action.							
☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ☐ Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO ☐	YES ☐	N/A ☒
b. Consistent with the adopted comprehensive plan?	☐	☐	☒
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☒	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☒	YES ☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO ☐	YES ☒	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO ☒	YES ☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO ☒	YES ☐	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO ☐ ☒	YES ☒ ☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO ☒ ☒	YES ☐ ☐	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☒	YES ☐	
16. Is the project site located in the 100 year flood plain?	NO ☒	YES ☐	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO ☒	YES ☐	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO ☒	YES ☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO ☒	YES ☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO ☒	YES ☐
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>City Manager - Micheal Ciaravino</u>		Date: <u>July 30, 2014</u>
Signature: _____		

Agency Use Only [If applicable]

Project: Verizon Small Cells Proposal
Date: July 30, 2014

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☐ 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.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

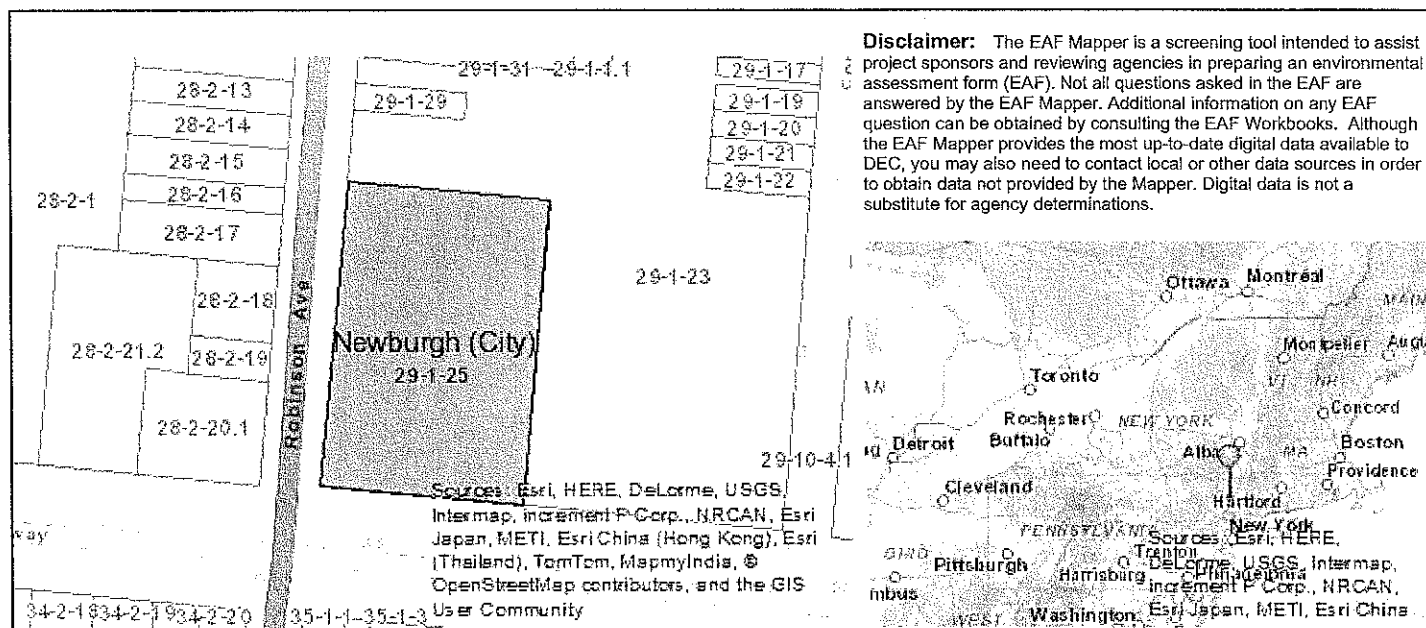
Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

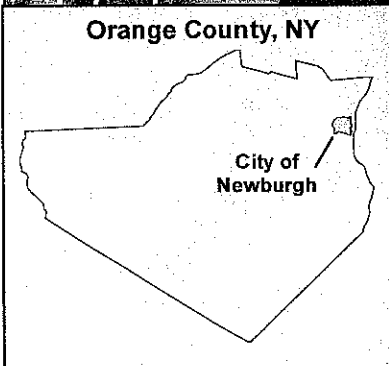
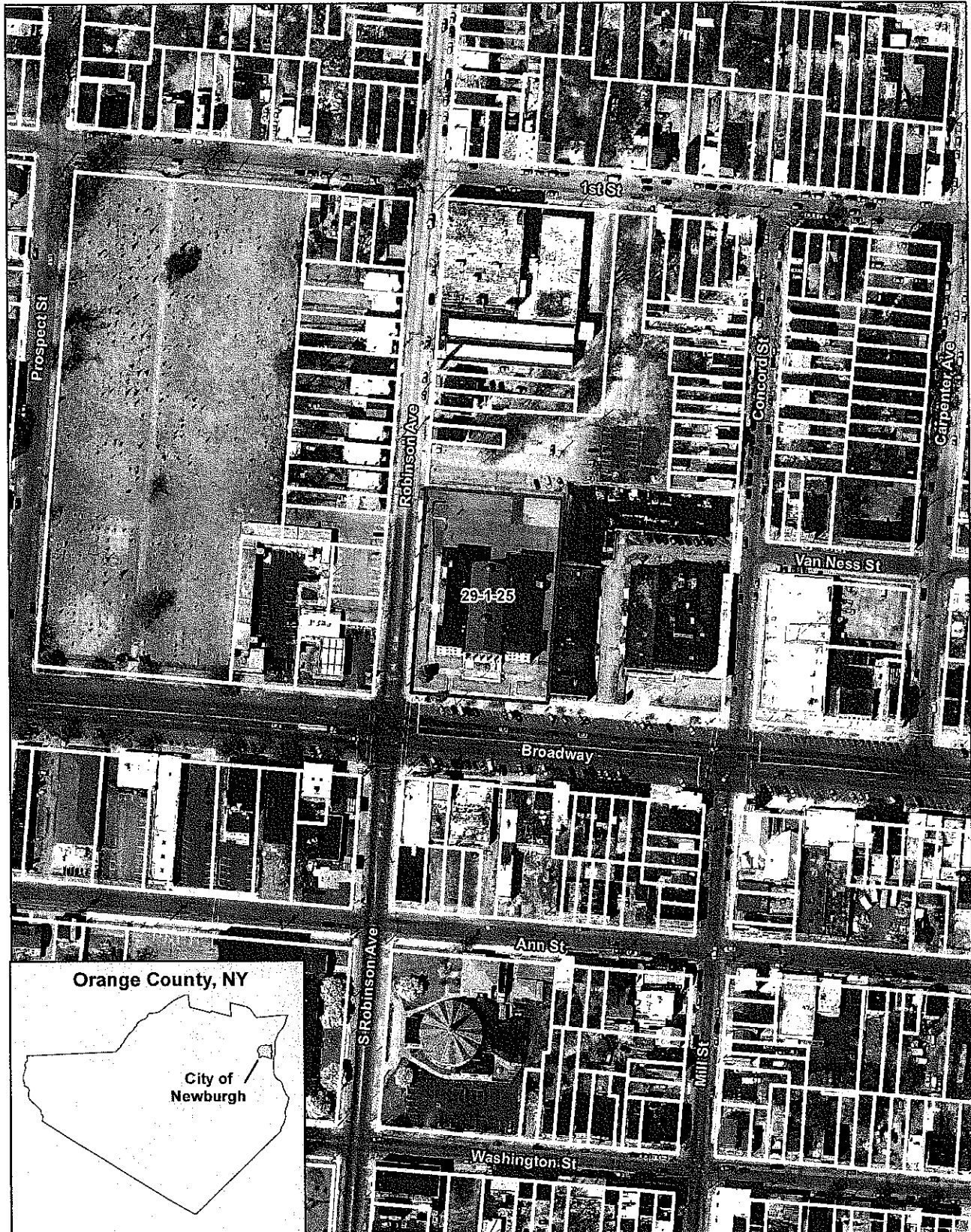
PRINT FORM

EAF Mapper Summary Report

Tuesday, July 29, 2014 1:00 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No



FOR VISUAL REFERENCE ONLY
DEPICTION of Newburgh area is approximate
and should not be used for legal purposes
concerning the actual dimensions or location of the
subject property. Knowledge and/or intent of the
applicant is required.

1 Inch = 200 Feet

LFF
7/30/14

RESOLUTION NO.: 198 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR ASBESTOS AND LEAD PAINT SURVEYS FOR THE GREENHOUSE DEMOLITION
PROJECT AT DOWNING PARK AT A COST OF \$3,094.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for asbestos and lead paint surveys in connection with the Greenhouse Demolition Project located within Downing Park; and

WHEREAS, the proposal includes lead paint and asbestos evaluation, testing and sampling; and

WHEREAS, the cost for these services will be \$3,094.00 and funding shall be derived from CD1.8686.0110.8155.2013; 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 Quality Environmental Solutions & Technologies, Inc. for asbestos and lead paint surveys for the Downing Park Greenhouse Demolition Project, 207 Carpenter Avenue, Newburgh, New York at a cost of \$3,094.00.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

July 30, 2014

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason Morris

Via E-mail: jmorris@cityofnewburgh-ny.gov

Re.: City of Newburgh: Greenhouse, 207 Carpenter Avenue, Newburgh, NY – 2014 Demolition Project
Request for Proposal – Pre-Demolition Asbestos & Lead Survey

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (QuES&T) is pleased to submit the attached proposal to perform a Pre-Demolition Asbestos & Lead Survey throughout the interiors and exteriors of vacant, inactive Former Greenhouse, located at 207 Carpenter Avenue, Newburgh, New York.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. QuES&T's extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. QuES&T personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. QuES&T feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, QuES&T has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact me at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Paul A. Rodriguez
Director, Field & Technical Services
NYS/AHERA Inspector/Project Designer
Cert. #AH 02-04344
EPA Lead Inspector/Lead Risk Assessor

Cc: QuES&T File

PRE-DEMOLITION ASBESTOS & LEAD SURVEY
for
CITY OF NEWBURGH
83 Broadway
Newburgh, New York 12550
at
GREENHOUSE – 2014 DEMOLITION PROJECT
207 Carpenter Avenue
Newburgh, New York 12550

QuES&T agrees to provide the following services:

➤ **Pre-Demolition Surveys**

■ **Item 1 – Pre-Demolition Asbestos Survey**

Provide Niton-certified XRF Technician

- Provide certified NYS/AHERA Asbestos Inspector(s) to perform a Pre-Demolition Asbestos Survey(s), in compliance with the requirements of Title 12 NYCRR Part 56-5.1 and 29 CFR 1926.1101, throughout the interiors and exteriors of the above-referenced location(s) as detailed on Page #1 of this proposal.
- QuES&T will review building/structure plans and records, provided by the Owner and/or the Owner's Representative(s), for references to asbestos, ACM, PACM, suspect miscellaneous ACM or asbestos materials used in construction, renovation or repair in the affected building area(s).
- As necessary, perform collection and analysis of suspect "friable" Asbestos-containing Material (ACM) using Polarized Light Microscopy (PLM) analytical protocol.
- As necessary, perform collection and analysis of suspect "non-friable organically bound" Asbestos-containing Material (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Confirmatory Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM & PLM-NOB/QTEM).
- Documentation of all analytical laboratory certifications.
- Preparation of one (1) Final Report identifying estimated quantities, locations, types, and conditions of identified ACM.

QuES&T Services – CONT'D

■ **Item 2 – Limited Lead-Based Paint Survey**

- Provide Niton-certified XRF Technician(s) to perform representative In-Situ measurements using a Niton Model XLp 300A XRF Meter on painted surfaces and immovable objects potentially affected by scheduled demolition/renovation activities, as described by Jason Morris, City Engineer of the City of Newburgh.
- Locations and quantity of representative In-Situ measurements will be based on the observed homogeneity of painted surfaces.
- Sequential and summary reports will be provided of all surfaces tested.
- Preparation of one (1) Final Summary Report identifying lead-based paint(s), lead-containing materials, and condition of Lead-Based Paints (LBP).

PRE-DEMOLITION ASBESTOS & LEAD SURVEY
for
CITY OF NEWBURGH
83 Broadway
Newburgh, New York 12550
at
GREENHOUSE – 2014 DEMOLITION PROJECT
207 Carpenter Avenue
Newburgh, New York 12550

This proposal is based on the following assumptions:

- QuES&T shall perform all inspections visually; using reasonable care and judgment. Limited localized demolition will be performed to access representative concealed surfaces, as practicable. The *City of Newburgh (The Owner)* recognizes & agrees that ACM/LBP concealed within structural components & accessible only through extensive mechanical or structural demolition may not be identified as part of this survey.
- QuES&T shall perform “temporary” patching of interior Ceiling & Wall materials and exterior Roofing/rooftop sampling locations. QuES&T does not guarantee patching performed, and bears no responsibility for the failing of patches and/or damage(s) caused to buildings/interiors/components/etc. The *City of Newburgh (The Owner)* may elect to hire an independent Roofing/General Contractor to accompany QuES&T inspection personnel and perform required patching accordingly.
- QuES&T shall not be responsible for damage caused to building finishes, surfaces or equipment by sampling. Responsibility and cost for repair of damaged building finishes, surfaces and/or equipment shall be by the *City of Newburgh (The Owner)*.
- QuES&T will exercise reasonable caution to minimize disturbance of ACM/LBP during the inspection process. However, clean-up of ACM/LBP disturbed or dislodged during the inspection process shall be the responsibility of the *City of Newburgh (The Owner)*.
- The *City of Newburgh (The Owner)* responsible for providing immediate access into all inspection areas and securing same upon completion.
- Inspection work to be conducted during normal weekday “Business Hours” (M-F; 9am-5pm).
- Laboratory sample analysis turnaround times (TAT) shall be five (5) Business Days. TAT commences upon laboratory receipt of samples, and does not include weekends or holidays.
- QuES&T shall commence terms of this contract upon receipt of written Notice to Proceed and/or Purchase Order (PO) number.

PRE-DEMOLITION ASBESTOS & LEAD SURVEY
for
CITY OF NEWBURGH
83 Broadway
Newburgh, New York 12550
at
GREENHOUSE – 2014 DEMOLITION PROJECT
207 Carpenter Avenue
Newburgh, New York 12550

*****PRICING*****

➤ **PRE-DEMOLITION ASBESTOS & LEAD SURVEY**

Asbestos Inspector Labor (1 Inspector, ½ Day @ \$320/each)	\$ 320.00
Technician Ass't Labor (1 Tech, ½ Day @ \$275/each)	\$ 275.00
PLM Asbestos Bulk Analysis – 60* @ \$14/layer	\$ 840.00*
QTEM/PLM Asbestos Bulk Analysis – 25* @ \$41/layer	\$ 984.00*
1 – Final Pre-Demo Asbestos Report w/ACM Location Drawings	\$ 300.00
XRF Lead Analyzer Equipment (1 Day @ \$175/day)	\$ 175.00
1 – Final Lead Summary Report w/o Drawings	\$ 150.00
Travel, S&H & Misc. Materials (1 day @ \$50/day)	\$ 50.00
Lump Sum Total :	\$ 3,094.00

NOTES:

1. Estimated number of samples to be collected/analyzed.
2. Client shall be charged for actual samples analyzed and services rendered.
3. Sample analysis costs to be added to Lump Sum services/costs.
4. Additional services required shall be billed in accordance with attached 2014 QuES&T Unit Rates.
5. Pricing valid until December 31, 2014.

PRE-DEMOLITION ASBESTOS & LEAD SURVEY
for
CITY OF NEWBURGH
83 Broadway
Newburgh, New York 12550
at
GREENHOUSE – 2014 DEMOLITION PROJECT
207 Carpenter Avenue
Newburgh, New York 12550

ACCEPTANCE OF PROPOSAL #P14-3963

Payment Terms: Billing increments will be at approximately two-week intervals. Payment Shall Be Net 15 Days; Following Delivery Of Invoice. To Execute This Agreement, Please Review, Sign, Date & Return Two Copies of the signed proposal. A fully executed copy will be sent for your records. Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

City of Newburgh – Authorized Representative:

By _____
Signature Print Name & Title Date

Quality Environmental Solutions & Technologies, Inc.:

By _____
Signature Paul A. Rodriguez,
Director, Field & Technical Services Date

QuES&T

Quality Environmental Solutions & Technologies, Inc.

I. ASBESTOS SERVICES:

Item 1: Labor (Minimum On-site Billing; 4 Hours @ OT Rate)

- Sr. Principal: \$225/Hr ST; \$255/Hr OT
- Principal: \$185/Hr ST; \$225/Hr OT
- Project Manager: \$90/Hr ST/OT
- EPA/NYSDOL/NYCDEP Asbestos Inspector:
 - \$320/4-hr day Includes Calibrated Area A/S Equipment
 - \$500/8-hr day Includes Calibrated Area A/S Equipment
 - \$ 80/hr OT
- EPA/NYSDOL Combined Project Monitor/Air Sampling Technician:
 - \$275/4-hr day Includes Calibrated Area A/S Equipment
 - \$400/8-hr day Includes Calibrated Area A/S Equipment
 - \$ 75/hr; OT

Item 2: Asbestos Laboratory Services

- A/S Sample Analysis (PCM):
 - \$ 12/Sample Includes 72-hr turn-around of results
 - \$ 15/Sample Includes 24-hr turn-around of results
 - \$ 17/Sample Includes 6-hr turn-around of results
 - \$ 20/Sample Includes Rush turn-around of results.
- A/S Sample Analysis (AHERA-TEM):
 - \$100/Sample Includes 48-hr turn-around of results
 - \$125/Sample Includes 24-hr turn-around of results
 - \$175/Sample Includes 12-hr turn-around of results
 - \$225/Sample Includes 6-hr turn-around of results
- Bulk Sample Analysis (PLM):
 - \$ 14/Layer Includes 7 day turn-around of results
 - \$ 16/Layer Includes 5 day turn-around of results
 - \$ 20/Layer Includes 72-hr turn-around of results
 - \$ 25/Layer Includes 24-hr turn-around of results
 - \$ 30/Layer Includes 12-hr turn-around of results
 - \$ 45/Layer Includes Rush turn-around of results
- Bulk Sample Analysis (PLM-NOB):
 - \$ 16/Layer Includes 7 day turn-around of results
 - \$ 23/Layer Includes 5 day turn-around of results
 - \$ 30/Layer Includes 48-hr turn-around of results
 - \$ 40/Layer Includes 24-hr turn-around of results
 - \$ 60/Layer Includes 12-hr turn-around of results
- Bulk Sample Analysis (QTEM):
 - \$ 25/Layer Includes 7 day turn-around of results
 - \$ 50/Layer Includes 5 day turn-around of results
 - \$ 65/Layer Includes 48-hr turn-around of results
 - \$ 70/Layer Includes 30-hr turn-around of results
 - \$ 110/Layer Includes 12-hr turn-around of results

NOTE A:

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

II. SAFETY & ENVIRONMENTAL SERVICES:

Item 1: Labor (Minimum On-site Billing; 4 Hours @ OT Rate)

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- EPA LBP Inspector/Risk Assessor: \$ 90/Hr ST/OT
- IH Tech:
 - \$320/4-hr day Includes Calibrated Area A/S Equipment
 - \$500/8-hr day Includes Calibrated Area A/S Equipment
 - \$ 80/hr; OT

Item 2: Laboratory Services

- Lead - Air/Paint Chip/Dust Sample Analysis (AAS/FLAA):
 - \$ 20/Sample Includes 3-5 Day turn-around of results
 - \$ 25/Sample Includes 48-hr turn-around of results
 - \$ 30/Sample Includes 24-hr turn-around of results
 - \$ 45/Sample Includes 6-hr turn-around of results
- PCB - Bulk Material Sample Analysis:
 - \$100/Sample Includes 5 Day turn-around of results
 - \$150/Sample Includes 3 Day turn-around of results
 - \$200/Sample Includes 48-hr turn-around of results
 - \$250/Sample Includes 24-hr turn-around of results

Item 3: Equipment Charges

- Niton XRF: \$175/Day
- Electrical Generator: \$ 75/Day (2-Day Minimum)
- SCBA: \$300/Day
- Confined Space Tripod: \$ 150/Day

NOTE A:

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

III. INDUSTRIAL HYGIENE SERVICES:

Item 1: Labor (Minimum On-site Billing; 4 Hours @ OT Rate)

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- Industrial Hygiene Scientist/CBST \$125/Hr ST; \$150/Hr OT
- Project Manager: \$ 90/Hr ST/OT
- IH Tech: \$320/4-hr day Includes Calibrated Area A/S Equipment
\$500/8-hr day Includes Calibrated Area A/S Equipment
\$ 80/hr; OT

Item 2: Microbiological Laboratory Services

- Air Sample Analysis (Total Spore Counts):
 - \$120/Sample Includes same-day turn-around of results
 - \$100/Sample Includes 24-48 hr turn-around of results
 - \$ 80/Sample Includes 5-7 day turn-around of results
- Air Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 70/Sample Enumeration & Identification to genus or species
 - ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of Cladosporium and Penicillium to Species; 2% MEA Only)
- Air Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 70/Sample Enumeration & Identification to genus or species
- Bulk/Swab Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 90/Sample Enumeration & Identification to genus or species
 - ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of Cladosporium and Penicillium to Species; 2% MEA Only)
- Bulk/Swab Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 90/Sample Enumeration & Identification to genus or species
- Other Microbiological Services and PCR Technology Available: CALL FOR PRICING
- Additional Industrial Hygiene Services Available: CALL FOR PRICING AND CAPABILITIES

Item 3: Equipment Charges

- Anderson Air Sampler: \$125/Day
(Single Stage N-6 Impactor)
- Boroscope: \$ 50/Day
- 4-Gas Monitor w PID: \$200/Day
- Infrared Camera: \$225/Day
- Delmhorst BD-2100: \$100/Day
(Moisture Survey Meter)
- ASHRAE IAQ Meter: \$200/Day
- PM-10 Impactor/Sampler: \$125/Day
- Additional Equipment: Call For Pricing

NOTE A:

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

IV. MISCELLANEOUS SERVICES

Item 4: Miscellaneous Services

- Asbestos/Lead/Environmental 'Letter' Report w/o Drawings - \$150/each.
- Asbestos/Lead/Environmental 'Letter' Report w/KeyCAD Drawings - \$200/each.
- Asbestos/Lead/Environmental 'Final Report' w/o Drawings - \$250/each.
- Asbestos/Lead/Environmental 'Final Report' w/KeyCAD Drawings - \$300/each.
- Abatement Specifications / AutoCAD / Bidding Process – Priced Based on Scope of Work.
- Conduct Onsite Bid Walkthrough w/Prospective Contractors – Priced Based on Scope of Work.
- Travel & Misc. Materials – Actual Mileage (@ \$0.550/mile) plus Actual Tolls & Parking.
- Laboratory analysis turnaround times begin when samples are received at Laboratory and does not include weekends or holidays.

RESOLUTION NO.: 199 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
ENVIROLOGIC OF NEW YORK, INC.
FOR ENVIRONMENTAL TESTING SERVICES FOR
THE WEST END FIREHOUSE AT A COST OF \$4,215.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Envirologic of New York, Inc. for environmental testing services for the West End Firehouse located at 492 Broadway; and

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

WHEREAS, the cost for these services will be \$4,215.00 and such funding shall be derived from A.3412.0448 Fire Department - Other 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 environmental testing services for the West End Firehouse at a cost of \$4,215.00.



The City of Newburgh
City Hall
83 Broadway
Newburgh, NY 12550
Mr. Jason Morris
jmorris@cityofnewburgh-ny.gov

Re: 492 Broadway, Newburgh, NY - Asbestos, Lead & Mold Inspection

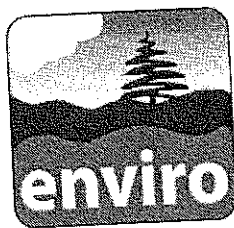
Dear Mr. Morris,

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 **492 Broadway, Newburgh, New York**. The following proposal is based on the estimated costs for the inspection of the building for asbestos lead and mold. This proposal is based on observed and assumed suspect materials that were identified during a building walkthrough by Mr. Kyle Mungavin (ENVIROLOGIC) on Thursday, July 17th, 2014. The services include:

1. Complete asbestos inspection and analysis of all suspect asbestos containing materials present.
2. Complete lead based paint inspection for the presence of lead based paint from all painted surfaces within the building.
3. A mold assessment to determine the presence of mold growth/problem is present within the building.

Item 1 - Asbestos Inspection \$2,715.00

Description	Quantity	Unit Cost ¹	Total
Asbestos Inspector Hours	4	\$50.00	\$200.00
Friable PLM Bulk Sample Analysis	37	\$15.00	\$555.00
NOB PLM/TEM Bulk Sample Analysis	28	\$70.00	\$1,960.00



of
New York, Inc.

Quote for Environmental Consulting Services
Quoted on: 7/28/2014
Page 2 of 2

Item 2 - Lead Paint Inspection \$750.00

Description	Quantity	Unit Cost	Total
Lead-Based Paint XRF Survey	1	\$750.00	\$750.00

Item 3 - Mold Assessment \$750.00

Description	Quantity	Unit Cost ¹	Total
Mold Air Sample Analysis	5	\$75.00	\$375.00
Surface Tape Lift Sampling	5	\$75.00	\$375.00

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 = \$4,215.00

If you have any questions regarding the enclosed, please do not hesitate to email me at mungavin@ellogicny.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.: 200 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AMENDING THE 2014 PERSONNEL ANALYSIS BOOK
TO DELETE ONE TYPIST POSITION AND ADD ONE ACCOUNT CLERK POSITION
IN THE POLICE DEPARTMENT

WHEREAS, it is proposed to delete one typist position and add one account clerk position in Police Department and such proposal requires an amendment to the 2014 City of Newburgh Personnel Analysis Book for the City of Newburgh, New York; and

WHEREAS, this Council has determined that such amendment 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 2014 Personnel Analysis Book be and hereby is amended to delete one typist position and add one account clerk position in the Police Department.

RESOLUTION NO.: 201 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE ADDITION
OF TWO (2) SERGEANT POSITIONS ON A TEMPORARY BASIS
AND TWO POLICE OFFICER POSITIONS IN THE
CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, due to injuries, it has become necessary to create two additional positions of Police Department Sergeant so that there are sufficient personnel capable of performing such duties in the Police Department; and

WHEREAS, the Police Department has advised the City Manager that the department is in need of two (2) additional individuals to perform the duties of "Sergeant;" and

WHEREAS, the Police Department has advised the City Manager that the department would like to send two (2) additional police officer candidates to the Police Academy in September 2014; and

WHEREAS, the creation of the additional Police Department Sergeant positions will be on a temporary basis; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2014 be amended, and that there be and hereby is created two (2) additional positions on a temporary basis in the job title "Sergeant" and two (2) additional positions in the job title "Police Officer" in the Police Department.

RESOLUTION NO.: 202 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AMENDING RESOLUTION NO: 247 - 2013,
THE 2014 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$5,600.00 FROM MUNICIPAL BUILDINGS - VENDOR SERVICES AND
\$9,600.00 FROM RECREATION - OTHER SERVICES TO THE PUBLIC SAFETY
BUILDING AND THE GRAND STREET COURTHOUSE - OTHER SERVICES TO
COVER THE BALANCE FOR CUSTODIAL SERVICES THROUGH THE NEW YORK
STATE INDUSTRIES FOR THE DISABLED, INC. UNTIL DECEMBER 31, 2014

BE IT RESOLVED, by the Council of the City of Newburgh, that Resolution No: 247-
2013, the 2014 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
A.1620	Municipal Buildings		
.0448	Vendor Services	\$ 5,600.00	
A.7140	Recreation		
.0448	Other Services	\$ 9,600.00	
A.3399	Public Safety Building		
.0488	Other Services		\$11,000.00
A.1120	Grand Street Courthouse		
.0448	Other Services		\$ 4,200.00
	<u>Total</u>	\$15,200.00	\$15,200.00

RESOLUTION NO.: 203 - 2014

OF

AUGUST 11, 2014

A RESOLUTION MEMORIALIZING THE RE-ALLOCATION
OF 2013 BOND ANTICIPATION NOTE FUNDS IN THE AMOUNT OF
\$75,000.00 FROM 104 S. LANDER STREET TO THE ACTIVITY CENTER

WHEREAS, the 2013 Bond Anticipation Note ("BAN") included funding for roof repairs for the building located at 104 S. Lander Street; and

WHEREAS, the Activity Center located at 401 Washington Street requires significant roof repairs; and

WHEREAS, it has become necessary to re-allocate roof repair funding in the 2013 BAN from 104 S. Lander Street to the Activity Center located at 401 Washington Street; and

WHEREAS, bond counsel has advised that such re-allocation is appropriate, and this Council finds it is in the best interests of the City of Newburgh to re-allocate such funds;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby memorializes the re-allocation of 2013 Bond Anticipation Note funds in the amount of \$75,000.00 from 104 S. Lander Street to the Activity Center.

RESOLUTION NO.: 204 -2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A DONATION OF A RUEDI HOFMANN PHOTOGRAPH FOR CITY HALL
FROM NEWBURGH ART SUPPLY

WHEREAS, Newburgh Art Supply, the organizers of Newburgh Open Studios, has obtained a photograph of local artists who participated in Newburgh Open Studios 2013 by renowned photographer Ruedi Hofmann and wishes to donate the photograph to the City of Newburgh; and

WHEREAS, the photograph shall be a permanent reminder on the walls of City Hall of the importance of the arts community in the City of Newburgh's development as a destination City and cultural center of the Hudson Valley; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donation;

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 said donation with the appreciation and thanks of the City of Newburgh extended to Newburgh Art Supply and Ruedi Hofmann for their generous contribution.

RESOLUTION NO.: 205 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND
EMERGENCY SERVICES - OFFICE OF COUNTER TERRORISM
UNDER THE 2014 EXPLOSIVE DETECTION CANINE TEAM GRANT
IN AN AMOUNT NOT TO EXCEED \$60,000.00
WITH NO CITY MATCHING FUNDS REQUIRED

WHEREAS, the City of Newburgh Police Department performs many duties and offers a variety of services to promote public safety and health; and

WHEREAS, the New York State Division of Homeland Security and Emergency Services, Office of Counter Terrorism, has grant funding available under the FY2014 Explosive Detection Canine Team Grant; and

WHEREAS, the City of Newburgh Police Department wishes to develop an explosive detection canine team within the City of Newburgh; and

WHEREAS, the City's request for grant funds will not exceed \$60,000.00; and

WHEREAS, such funding includes explosive detection canine, explosive detection canine police transport vehicle and vehicle equipment, training supplies for canine, personnel expenses and the like; and

WHEREAS, this Council has determined that applying for and acceptance of 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 a grant from the New York State Division of Homeland Security and Emergency Services, Office of Counter Terrorism under the 2014 Explosive Detection Canine Team Grant in an amount not to exceed \$60,000.00, with no City matching funds 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.

RESOLUTION NO.: 207 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AMENDING RESOLUTION NO: 247 - 2013, THE 2014 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$230,000.00 FROM SEWER FUND BALANCE TO
SANITARY SEWERS - EQUIPMENT/INFRASTRUCTURE

WHEREAS, by Resolution No. 154-2013 of July 15, 2013, the City Council of the City of Newburgh, New York authorized the Interim City Manager to retain the services of a qualified engineering firm and contractor to investigate and evaluate the immediate problems with Combined Sewer Overflow ("CSO") Outfall No. 12 and to determine the necessary work to stabilize and repair the CSO Outfall No. 12.

WHEREAS, Stantec Consulting Services, Inc. was retained by the City; investigated the problem and provided an Engineering Opinion of Probable Cause of CSO Outfall No. 12, as well as Recommendations and Opinion of Probable Costs for the design, permitting and construction costs of the necessary stabilization and repairs; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to approve a budget transfer of \$230,000 from Sewer Fund Balance to Sewer Fund - Equipment/Infrastructure to cover the anticipated construction costs to install a new outfall pipe from Regulator No.10 to CSO Outfall No. 12;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, that Resolution No. 247-2013, the 2014 Budget of the City of Newburgh is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
G.0000.0911	Sewer Fund Balance	\$230,000.00	
G.8120.0200	Equipment/Infrastructure		\$230,000.00

RESOLUTION NO.: 208-2014

OF

AUGUST 11, 2014

A RESOLUTION RESCINDING RESOLUTION NO. 105-2013 OF MAY 13, 2013
REGARDING THE RE-PURCHASE OF REAL PROPERTY
LOCATED AT 72 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 61)

WHEREAS, by Resolution No. 105-2013 of May 13, 2013, the City Council of the City of Newburgh authorized the re-purchase of real property located at 72 Hasbrouck Street (Section 38, Block 3, Lot 61) at private sale to Keith Giffit under certain terms and conditions of sale; and

WHEREAS, the purchaser failed to make any of the quarterly installment payments as required under Term of Sale No. 3; and

WHEREAS, the purchaser has been notified by a Notice to Cure dated June 9, 2014 of his default of the Terms and Conditions of Sale regarding the re-purchase of 72 Hasbrouck Street by having failed to make any of the quarterly installment payments to date as required under Term of Sale No. 3; and

WHEREAS, the purchaser has failed to fully and satisfactorily cure such default by remitting the quarterly installment payments due and owing the City of Newburgh as required under Term of Sale No. 3 by bank check, certified check or money order on or before July 7, 2014; and

WHEREAS, this Council has determined that rescinding Resolution No. 105-2013 of May 13, 2013 and that cancelling the re-purchase of 72 Hasbrouck Street is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No. 105-2013 of May 13, 2013 is hereby rescinded and the Corporation Counsel is hereby directed to notify the purchaser that the re-purchase of 72 Hasbrouck Street is cancelled and all further rights and obligations of the parties regarding the repurchase of 72 Hasbrouck Street are terminated.

RESOLUTION NO.: 209 - 2014

OF

AUGUST 11, 2014

A RESOLUTION GRANTING AN EXTENSION OF TIME
TO SERGIO MURILLO TO RE-PURCHASE REAL PROPERTY
KNOWN AS 66 CARSON AVENUE (SECTION 45, BLOCK 6, LOT 30)

WHEREAS, this Council, by Resolution No.: 182-2014 of July 14, 2014, authorized the re-purchase of real property known as 66 Carson Avenue, Section 45, Block 6, Lot 30, and 72 William Street, Section 38, Block 4, Lot 31, at private sale to former owner Sergio Murillo; and

WHEREAS, Mr. Murillo has remitted the requisite funds and closed title on 72 William Street; and

WHEREAS, due to unforeseen circumstances Mr. Murillo has requested an extension of time to close title on 66 Carson Avenue; and

WHEREAS, the amounts due and owing for the re-purchase of 66 Carson Avenue have been re-calculated to the date of such extension in the amount of Twenty Seven Thousand Six Hundred Sixty Nine and 04/100 (\$27,669.04) Dollars; and

WHEREAS, this Council has determined that granting such extension 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 an extension of time to re-purchase real property known as 66 Carson Avenue, Section 45, Block 6, Lot 30, upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of Twenty Seven Thousand Six Hundred Sixty Nine and 04/100 (\$27,669.04) Dollars be and is hereby granted to Sergio Murillo until October 31, 2014.

RESOLUTION NO.: 210 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AMENDING RESOLUTION NO. 12-2014 OF JANUARY 13, 2014 TO AUTHORIZE AN AMENDMENT TO THE TERMS OF SALE AND AN EXTENSION OF TIME TO CLOSE TITLE ON THE REPURCHASE OF REAL PROPERTY KNOWN AS 213 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 6), 212 DUBOIS STREET (SECTION 1, BLOCK 1, LOT 34) AND 214 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 35) AT PRIVATE SALE BY JESSE BLACKMON

WHEREAS, by Resolution No. 256-2013 of December 9, 2013, the City Council of the City of Newburgh authorized the sale of 213 North Miller Street, more accurately described as Section 11, Block 1, Lot 6 of the official tax map of the City of Newburgh, to Jesse Blackmon upon receipt of the purchase price of \$15,000.00; and that said purchase price must be paid no later than March 10, 2014, and in accordance with certain terms and conditions of sale; and

WHEREAS, by Resolution No. 12-2014 of January 13, 2014, the City of Newburgh also authorized the sale of 212 Dubois Street and 214 Dubois Street, being more accurately described as Section 11, Block 1, Lots 34 and 35, respectively, on the official tax map of the City of Newburgh, to Jesse Blackmon in accordance with the terms and conditions of sale as attached to Resolution No. 12-2014; and

WHEREAS, the parties have agreed to modify the terms of sale and require additional time to close title and the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to modify the terms of sale and to extend the time to close title;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No. 12-2014 of January 13, 2014 is hereby amended to extend the time to close title on the sale of 213 North Miller Street, 212 Dubois Street and 214 Dubois Street to Jesse Blackmon until October 31, 2014; and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the purchase price of \$15,000.00; and that said purchase price must be paid no later than October 31, 2014, and in accordance with the terms and conditions of sale as annexed hereto and made part hereof; and

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

Terms and Conditions of Sale

1. City of Newburgh acquired title to the properties known as 213 North Miller Street, 212 Dubois Street and 214 Dubois Street, more accurately described as Section 11, Block 1, Lots 6, 34 and 35, respectively) on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcels") in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. The parcels, including any buildings thereon, are sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; and (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the closing.
3. The purchaser shall continue to be responsible for all water, sewer and sanitation charges.
4. The purchase price of the properties is \$15,000.00. The purchaser shall pay to the City the purchase price as follows:

The City, as seller, agrees to take back and hold and the purchaser agrees to execute and deliver to the seller a Purchase Money Second Mortgage and Note for the purchase price. The Purchase Money Note and Second Mortgage shall be self-amortizing and be in the sum of \$15,000.00 for a term of five years, payable in equal monthly installments of \$250.00 per month. The Purchase Money Mortgage shall be subordinate to the mortgage held by Hudson Valley Federal Credit Union encumbering the property known as 213 North Miller Street. The Purchase Money Mortgage shall contain a late charge for overdue payment. The Note and Mortgage shall provide, among other things, that it may be prepaid in whole or in part without penalty, that it shall be immediately due and payable upon the sale of the mortgaged premises or in the event that the purchaser enters into a land sale contract or in the event that purchaser files a voluntary petition in bankruptcy or assigns the premises for the benefit of creditors.

The mortgage tax imposed by law and the recording fee for this Purchase Money Mortgage shall be paid by the purchaser. Seller's attorney shall prepare the Purchase Money Note and Mortgage.

All payments due hereunder shall be payable to the City of Newburgh by bank check, certified check or money order.

5. Purchaser is advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
6. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
7. All informational tools, such as slides, tax maps, deeds, photos, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. **THE CITY MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.**
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Properties may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family From Lead in Your Home." Purchaser also acknowledges that she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
9. Notice is hereby given that the parcels lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provisions of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcels so designated in accordance with same.
10. Purchaser has agreed to purchase the property known as 213 North Miller Street subject to the five (5) year owner occupancy restriction and shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain hid domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain his domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

11. All recording costs, mortgage tax and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" by bank check, certified check or money order.
12. The closing costs/fees must be paid by guaranteed funds to the City of Newburgh Comptroller's Office on or before October 31, 2014. The City is not required to send notice of acceptance to a purchaser. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefore, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. In addition, should the purchaser fail to close within the time set forth above, the entire deposit shall be forfeited to the City as liquidated damages without further notice to the purchaser. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
13. The purchaser warrants that he is in possession of the parcels and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcels.
14. If the purchaser fails to close title by the close of business on October 31, 2014, then, the City may, but is not obligated to offer the parcel to another purchaser.
15. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid with interest, but not to any payment of rent. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, he shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during his possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.
16. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, success or assigns, against City of Newburgh arising from this sale.

17. Conveyance shall be by quitclaim deed only, containing a description of the properties as they appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price and closing fees/costs. Purchaser and tenant(s) remain in possession of the properties until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
18. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject properties, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the properties. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
19. The description of the properties shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
20. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he is the former owner(s) of the properties against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the properties. The purchaser agrees that neither he nor his assigns shall convey the properties until after the date of the deed conveying title to the purchaser. If such conveyance is in violation of these terms and conditions, the purchaser understands that he may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

JESSE BLACKMON

Date: _____

RESOLUTION NO.: 211 - 2014

OF

AUGUST 11, 2014

A RESOLUTION APPOINTING A MEMBER OF
THE BOARD OF ETHICS

WHEREAS, the Code of Ordinances of the City of Newburgh, § 34-7, provides for the appointment of members to the Board of Ethics; and

WHEREAS, said Board shall consist of five members, a majority of whom shall not be officers or employees of the City of Newburgh; and

WHEREAS, it is necessary to appoint new members to fill vacancies now existing on the Board of Ethics; and

WHEREAS, several citizens have expressed their interest in donating their time and efforts to this Board;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Board of Ethics for a new two (2) year term commencing on this date, August 11, 2014 and expiring on August 10, 2016.

Mark Carnes

RESOLUTION NO.: 212 - 2014

OF

AUGUST 11, 2014

A RESOLUTION APPOINTING A MEMBER OF
THE BOARD OF ETHICS

WHEREAS, the Code of Ordinances of the City of Newburgh, § 34-7, provides for the appointment of members to the Board of Ethics; and

WHEREAS, said Board shall consist of five members, a majority of whom shall not be officers or employees of the City of Newburgh; and

WHEREAS, it is necessary to appoint new members to fill vacancies now existing on the Board of Ethics; and

WHEREAS, several citizens have expressed their interest in donating their time and efforts to this Board;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Board of Ethics for a new two (2) year term commencing on this date, August 11, 2014 and expiring on August 10, 2016.

Nancy Colas

RESOLUTION NO.: 213 - 2014

OF

AUGUST 11, 2014

A RESOLUTION APPOINTING A MEMBER OF
THE BOARD OF ETHICS

WHEREAS, the Code of Ordinances of the City of Newburgh, § 34-7, provides for the appointment of members to the Board of Ethics; and

WHEREAS, said Board shall consist of five members, a majority of whom shall not be officers or employees of the City of Newburgh; and

WHEREAS, it is necessary to appoint new members to fill vacancies now existing on the Board of Ethics; and

WHEREAS, several citizens have expressed their interest in donating their time and efforts to this Board;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Board of Ethics for a new two (2) year term commencing on this date, August 11, 2014 and expiring on August 10, 2016.

Barbara Smith

RESOLUTION NO.: 214 - 2014

OF

AUGUST 11, 2014

A RESOLUTION APPOINTING A MEMBER OF
THE BOARD OF ETHICS

WHEREAS, the Code of Ordinances of the City of Newburgh, § 34-7, provides for the appointment of members to the Board of Ethics; and

WHEREAS, said Board shall consist of five members, a majority of whom shall not be officers or employees of the City of Newburgh; and

WHEREAS, it is necessary to appoint new members to fill vacancies now existing on the Board of Ethics; and

WHEREAS, several citizens have expressed their interest in donating their time and efforts to this Board;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Board of Ethics for a new two (2) year term commencing on this date, August 11, 2014 and expiring on August 10, 2016.

Patty Sofokles

RESOLUTION NO.: 215 - 2014

OF

AUGUST 11, 2014

A RESOLUTION APPOINTING A MEMBER OF
THE BOARD OF ETHICS

WHEREAS, the Code of Ordinances of the City of Newburgh, § 34-7, provides for the appointment of members to the Board of Ethics; and

WHEREAS, said Board shall consist of five members, a majority of whom shall not be officers or employees of the City of Newburgh; and

WHEREAS, it is necessary to appoint new members to fill vacancies now existing on the Board of Ethics; and

WHEREAS, several citizens have expressed their interest in donating their time and efforts to this Board;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Board of Ethics for a new two (2) year term commencing on this date, August 11, 2014 and expiring on August 10, 2016.

Christine Bello

ORDINANCE NO.: 2 - 2014

OF

AUGUST 11, 2014

AN ORDINANCE AMENDING SECTION 163-2 "MISCELLANEOUS 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:

§ 163-2. Miscellaneous fees.

Geographic information systems

Mapping

\$40.00 per hour billed in 15
minute increments for work
exceeding 30 minutes in
length (length of time to be
determined by the GIS
Analyst)

Printing (by paper size)

The first eight-inch by eleven-
inch copy: \$5.00; each
additional copy: \$3.00

The first eleven-inch by
seventeen-inch copy: \$10.00;
each additional copy: \$6.00

The first customized paper
size up to 36 inches by 40
inches: \$25.00; each
additional copy: \$15.00

Underlining denotes additions.
~~Strikethrough~~ denotes deletions.

	The first copy larger than 36 inches by 40 inches: \$30.00; each additional copy: \$18.00
Data	Building footprint data: \$50.00
	Parcel data: \$100.00
	Orthoimagery: \$200.00
	<u>Data available at no cost from other sources: no charge</u>
	<u>Basic data: no charge</u>
	All other data: \$20.00 per request
Subscription	\$100.00 per year for Interactive Mapping Services
Administrative fee	15% of the total fee per order

Geographic information system data fees may be waived by the City Manager upon the provision of certification by the requestor and the recommendation of the City Engineer, City Comptroller or Corporation Counsel that the GIS data sought will result in a direct benefit to the City of Newburgh in the form of a direct financial gain to the City, or an academic or other study conducted in the interest and for the benefit of the City of Newburgh.

Section 2. This ordinance shall take effect immediately.

Underlining denotes additions.
~~Strikethrough~~ denotes deletions.

ORDINANCE NO.: 3 - 2014

OF

AUGUST 11, 2014

AN ORDINANCE AMENDING CHAPTER 268 ENTITLED "TAG DAYS"
OF THE CODE OF THE CITY OF NEWBURGH TO ALLOW TAG DAY EVENTS

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

Section 1. Chapter 268, entitled "Tag Days," of the Code of the City of Newburgh be and is hereby amended to read as follows:

Chapter 268, TAG DAYS

§ 268-1. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

ORGANIZATION - ~~A corporation, group or association formed on a nonprofit basis.~~ Any charitable, educational or religious organization or any association incorporated in accordance with or subject to the provisions of the New York Not-For-Profit Corporation Law; or any other organization or association which does not exist for purposes of pecuniary profit or financial gain and no part of the assets, income or profit of which is distributable to its members, directors or officers.

TAG DAY - The practice of soliciting charitable contributions upon the streets, sidewalks, public places or from the occupants of any vehicle on any street or roadway by individuals standing in that portion of the street normally reserved for vehicular traffic.

§ 268-2. Permit required.

No person shall solicit money, donations or financial assistance of any kind or conduct a tag day solicitation on any street, sidewalk or public property owned by the City without having obtained a permit from the City Manager.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

§ 268-3. Application.

- A. Any person or entity wishing to hold a Tag Day as defined herein on any street, sidewalk or public property or portion thereof owned and/or controlled by the City of Newburgh is hereby required to file a Permit Application and receive City approval thereof no less than twenty-eight (28) days prior to the holding of same. Such approval shall be given only upon satisfaction of all City requirements imposed as conditions thereof and as required hereunder.
- B. Application for such Permit shall be made upon forms prescribed therefor by the City. Application forms shall require, at minimum, the following information:
1. The correct name and address and telephone number of the person and/or organization sponsoring or organizing the Tag Day.
 2. If the applicant is a corporation, organization, or association, the title of the individual completing the application as so authorized by said entity, and acting as the authorized representative of same.
 3. The name of the person or persons in charge of organizing and conducting the event; and the name, title, address and telephone number including cellular telephone number and other contact information of the person who shall be present at and with operational responsibility and authority for the Tag Day.
 4. If the applicant is a corporation, organization or association, the names, titles, telephone numbers and other current contact information of the chief executive officer(s) and other responsible persons in authority over same.
 5. The total number of adults and children expected to participate.
 6. All locations requested to be used and the dates and hours requested for each such use.
 7. Such other information as the City shall require.
- C. Permit Applications shall be filed no later than twenty-eight (28) days prior to the date(s) of any Tag Day; and in any event not later than the time required for City to review same and to determine that all arrangements are satisfactory and sufficient to protect public health, safety and property. City shall waive such requirement and accept the filing of an application after the deadline for same if City determines that such late filing shall not have impaired the City's ability to adequately review the application and all arrangements necessary to hold the event as intended so as to safeguard the protection of public health, safety and property by evaluating same according to the criteria set forth herein; however City shall have the right to deny any such Permit and prohibit such Tag Day due to the late filing of an Application or other material failure to comply with City requirements as defined hereunder, including if such late filing shall have precluded or significantly impaired City's ability and opportunity to evaluate said application as provided under this Chapter.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

- D. The Applicant shall furnish a certificate of liability insurance covering the Tag Day to be held and naming the City of Newburgh as an additional insured with limits of liability of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate for bodily injury and \$50,000 for each occurrence and \$100,000 aggregate for property damage. All such policies must be written in the broadest form available by a company authorized to do business in New York State and of recognized financial standing which has been fully informed about the proposed event.

§2864. Limitations and prohibitions.

~~No organization, corporation, association or person shall sponsor, engage in or participate in a tag day within the City of Newburgh.~~

The City shall have the authority to determine the time, location and manner in which all Tag Days shall be held based upon the criteria hereinafter set forth.

1. Tag Day solicitations shall take place during daylight hours only.
2. Solicitations shall be conducted in an unobtrusive manner and without annoyance or hindrance to traffic or pedestrians.
3. No persons under the age of 18 may conduct solicitation activity on any street or roadway normally reserved for vehicular traffic.
4. No persons may conduct a Tag Day in the following streets, roadways or intersections:
 - a. The entire length of Broadway.
 - b. The entire length of Martin Luther King Jr. Blvd./Marine Drive/Water Street.
 - c. The entire length of Robinson Avenue.
5. Other terms and conditions as may be prescribed by the City Manager or his designee upon taking into consideration the public health safety and general welfare.

§ 268-35. Penalties for offenses.

- A. Any person who shall violate any of the provisions of this chapter or fail to comply therewith or who shall violate or fail to comply with any order made thereunder shall be punished as provided in § 1-12 for violation of this chapter of the Code of Ordinances of the City of Newburgh.
- B. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such person shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense.
- C. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Section 2. This ordinance shall take effect immediately.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

ORDINANCE NO.: 4 - 2014

OF

AUGUST 11, 2014

AN ORDINANCE AMENDING CHAPTER 248 ENTITLED "WATER"
SECTION 293-20 "ACCURACY AND TESTING"
OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 248 entitled "Water", Section 293-20, "Accuracy and Testing" of the Code of the City of Newburgh be and is hereby amended as follows:

Section 1. § 293-20. Accuracy and testing.

- A. Any person making a complaint as to the correctness of a water bill must do so within 30 ~~40~~ days after the rendition of the bill by making a written application to the Water Department.

Section 2. This ordinance shall take effect immediately.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.



CITY OF NEWBURGH
COUNCIL MEETING AGENDA

August 11, 2014

7:00 p.m.

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call

Executive Session:

4. Matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person

Communications:

5. Approval of the minutes of the meeting of July 14, 2014

Presentations:

6. Courtney Allen, producer of "At Risk" will present the preview of her series
7. A Certificate of Recognition in Honor of the late Joan Shapiro, Mayor of the City of Newburgh from 1980-1988.
8. Certificates of Recognition in honor of local senior citizens for service to the community

Comptroller's Report:

9. Monthly Financial Summary
10. Adjourning Public Hearing
(Resolution No. 206-2014) A resolution to adjourn the public hearing scheduled for August 11, 2014 to hear public comment concerning a Local Law adding Chapter 276 entitled "Tobacco" to the Code of Ordinances of the City of Newburgh.

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

11. Resolution No. 188-2014

A resolution to authorize the conveyance of real property known as 230 Prospect Street (Section 7, Block 1, Lot 41) and 231 Prospect Street, (Section 7, Block 1, Lot 46) at private sale to Michael Papaleo for the amount of \$1,500.00.

12. Resolution No. 189-2014

A resolution to authorize the conveyance of real property known as 459 First Street (Section 27, Block 1, Lot 14) at private sale to Nazaire Kebreau for the amount of \$5,000.00.

13. Resolution No. 190-2014

A resolution authorizing the City Manager to execute a contract with the New York State Industries for the Disabled, Inc. to provide custodial services for City-owned buildings located at 55 Broadway and 123 Grand Street at a cost of \$101,887.35

14. Resolution No. 191-2014

A resolution authorizing the City Manager to execute a contract with Workforce Development Institute to develop a Business Advisory Council of local employers to provide employment opportunities for qualified City of Newburgh residents at a cost to the City of \$40,000.

15. Resolution No. 192-2014

A resolution authorizing the City Manager to enter into agreements with various parties to provide performing artists and related services in connection with the 26th annual International Festival.

16. Resolution No. 193-2014

A resolution authorizing the City Manager to enter into an agreement with C & N Amusements for amusement rides, attractions and concessions at the City of Newburgh 26th annual International Festival.

17. Resolution No. 194-2014

A resolution authorizing the City Manager to apply for and accept if awarded a grant from the Orange County Youth Bureau in the amount of \$40,000.00 requiring no City

match for the Recreation Department to fund a year round basketball program in the City of Newburgh.

18. Resolution No. 195-2014

A resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Division of Homeland Security and Emergency Services in an amount not to exceed \$100,000.00 for the City of Newburgh Fire Department.

19. Resolution No. 196-2014

A resolution authorizing the City Manager to execute an amendment to the Street Lighting Authority Order with CH Energy Group, Inc.

20. Resolution No. 197-2014

A resolution authorizing the City Manager to enter into a lease agreement with Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless to permit the installation, operation and maintenance of public utility wireless communications equipment on the premises of the City Courthouse located at 300 Broadway.

21. Resolution No. 198-2014

A resolution authorizing the City Manager to accept a proposal and execute an agreement with quality Environmental Solutions & Technologies, Inc. (Ques&T) for asbestos and lead paint surveys for the greenhouse demolition project at Downing Park at a cost of \$3,094,000

22. Resolution No. 199-2014

A resolution authorizing the City Manager to accept a proposal and execute an agreement with Envirollogic of New York, Inc. for environmental testing services for the west end firehouse at a cost of \$4,215.00.

23. Resolution No. 200-2014

A resolution amending the 2014 Personnel Analysis Book to delete one typist position and add one account clerk position in the Police Department.

24. Resolution No. 201-2014

A resolution authorizing the addition of two (2) sergeant positions on a temporary basis and two (2) police officer positions in the City of Newburgh Police Department.

25. Resolution No. 202-2014

A resolution amending Resolution No: 247-2013, the 2014 budget for the City of Newburgh, New York to transfer \$5,600.00 from Municipal Buildings-Vendor Services and \$9,600.00 from Recreation- Other Services to the Public Safety Building and the Grand Street Courthouse- Other Services to cover the balance for custodial services through the New York State Industries for the Disabled, Inc. until December 31, 2014

26. Resolution No. 203-2014

A resolution memorializing the re-allocation of 2013 Bond Anticipation Note funds in the amount of \$75,000.00 from 104 S. Lander Street to the Activity Center.

27. Resolution No. 204-2014

A resolution authorizing the City Manager to accept a donation of a Ruedi Hoffmann photograph for City Hall from Newburgh Art Supply

28. Resolution No. 205-2014

A resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Division of Homeland Security and Emergency Services- Office of Counter Terrorism under the 2014 Explosive Detection Canine Team Grant in an amount not to exceed \$60,000.00 with no City matching funds required.

29. Resolution No. 207-2014

A resolution amending Resolution No. 247-2013, the 2014 Budget for the City of Newburgh, New York to transfer \$230,000.00 from Sewer Fund Balance to Sanitary Sewers-Equipment/Infrastructure

30. Resolution No. 208-2014

A resolution rescinding Resolution No. 105-2013 of May 13, 2013 regarding the re-purchase of real property located at 72 Hasbrouck Street (Section 38, Block 3, Lot 61)

31. Resolution No. 209-2014

A resolution granting an extension of time to Sergio Murillo to re-purchase real property known as 66 Carson Avenue (Section 45, Block 6, Lot 30)

32. Resolution No. 210 -2014

A resolution amending Resolution No. 12-2014 of January 13, 2014 to authorize an amendment to the terms of sale and an extension of time to close title on the repurchase of real property known as 213 North Miller Street (Section 11, Block 1, Lot 6), 212 Dubois Street (Section 1, Block 1, Lot 34) and 214 Dubois Street (Section 11 Block 1, Lot 35) at Private Sale by Jesse Blackmon

33. Ordinance No. 2-2014

An Ordinance amending Section 163-2 "Miscellaneous Fees" of Chapter 163 "Fees" of the Code of the City of Newburgh

34. Ordinance No. 3-2014

An ordinance amending Chapter 268 entitled "Tag Days" of the Code of the City of Newburgh to allow Tag Day events

35. Ordinance No. 4-2014

An ordinance amending Chapter 293 entitled "Water" Section 293-20 "Accuracy and Testing" of the Code of the City of Newburgh

Old Business:

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

RESOLUTION NO.: 206 - 2014

OF

AUGUST 11, 2014

A RESOLUTION TO ADJOURN THE PUBLIC HEARING
SCHEDULED FOR AUGUST 11, 2014 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW ADDING CHAPTER 276 ENTITLED
"TOBACCO" TO THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 176-2014 of July 14, 2014, the Council of the City of Newburgh scheduled a public hearing for the regular meeting of the City Council on August 11, 2014 at 7:00 pm to receive comments concerning "A Local Law Adding Chapter 276 entitled 'Tobacco' and Enacting Article I entitled 'Tobacco Retail License' to the Code of Ordinances of the City of Newburgh"; and

WHEREAS, this Council has determined that the proposed Local Law to add Chapter 276 entitled "Tobacco" requires review and revision before further consideration by the City Council and will not be considered for adoption by this Council without such review and revision; and

WHEREAS, this Council finds that adjourning the public hearing until the proposed legislation has been reviewed and revised 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 public hearing scheduled for the regular meeting of the City Council on August 11, 2014 at 7:00 pm to receive comments concerning "A Local Law Adding Chapter 276 entitled 'Tobacco' and Enacting Article I entitled 'Tobacco Retail License' to the Code of Ordinances of the City of Newburgh" is hereby adjourned.

RESOLUTION NO.: 188 - 2014

OF

AUGUST 11, 2014

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 230 PROSPECT STREET (SECTION 7, BLOCK 1, LOT 41) AND
231 PROSPECT STREET (SECTION 7, BLOCK 1, LOT 46) AT PRIVATE SALE TO
MICHAEL PAPALEO FOR THE AMOUNT OF \$1,500.00

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

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

WHEREAS, the City of Newburgh desires to sell 230 Prospect Street and 231 Prospect Street, being more accurately described as Section 7, Block 1, Lots 41 and 46 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before October 10, 2014, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
230 Prospect Street	7 - 1 - 41	Michael Papaleo	\$1,500.00
231 Prospect Street	7 - 1 - 46		

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

Terms and Conditions Sale

230 Prospect Street, City of Newburgh (7-1-41)

231 Prospect Street, City of Newburgh (7-1-46)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax years of 2013 County Tax and 2013-2014 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2013 County Taxes and 2013-2014 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the properties and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the properties; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the properties and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the properties shall revert to the City of Newburgh. The deed shall also provide that the properties shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records

the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 10, 2014. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
13. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject properties, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the properties. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
14. The description of the properties shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the properties against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the properties. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the properties and consents to immediate judgment by City of Newburgh for said amounts.

Property Proposal Summary

Location: 230 & 231 Prospect Street
Tax Map Number: 7-1-41 & 7-1-46
Legal Description: Residential Vacant Land
Zoning: R-1
Description: .85 acres & .28 acres
Condition: Inferior
Assessed Value: \$1,000.00 & \$1,300.00
Annual Taxes: Approx \$50.00 & \$65.00 (at the current value)

Offer Information:

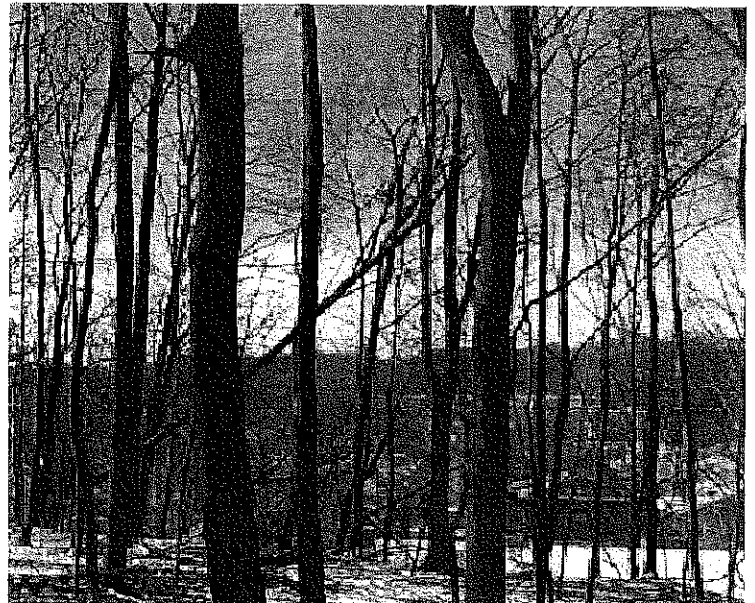
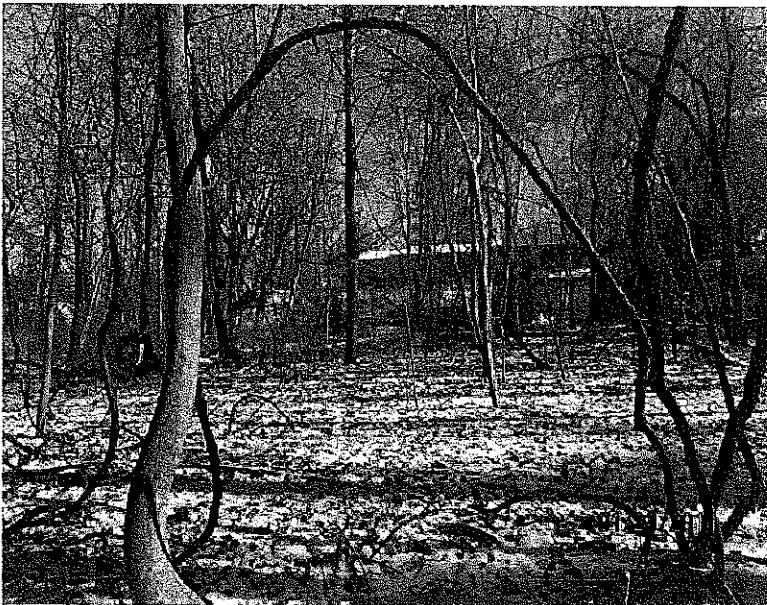
Name: Michael Papaleo

Offer Price:

Construction Estimate:

Proof of Financing:

Other Income:



received
3/6/2014

Michael Papaleo
17 Russell Road
Newburgh, NY 12550
(845)674-7830

February 26, 2014

Mr. James Slaughter
Interim City Manager
City Hall
83 Broadway
Newburgh, NY 12550

Dear Mr. James Slaughter:

I am a long time resident of our city and I am writing to express my interest to purchase two land parcels that are listed on the city owned property list. The parcels are SBL: 7-1-41 230 Prospect Street and SBL: 7-1-46 231 Prospect Street.

Currently, I own two properties and two land parcels. The properties are 17 Russell Road and 12 Pine Street. I purchased 17 Russell Road many years ago and this is where I reside. I recently purchased 12 Pine Street from the County. The two land parcels are SBL: 7-1-36 220 Prospect Street and SBL: 7-1-39 226 Prospect Street. Please reference the city tax map to see the where the properties are located.

The two land parcels that are available are in close proximity to my current investments. My wife and I are raising our family in the City of Newburgh and are interested in the future of our city and have a vested interest in it. If an agreement were to be reached between myself and the city, it would benefit both parties involved. The parcels would be back on the city's tax map and I would be able to protect my current investments. Please consider my interest and feel free to contact me.

Sincerely,



Michael Papaleo

c.c. Courtney Kain



City of Newburgh

Assessor's Office
City Hall 83 Broadway
Newburgh, New York 12550
Phone: (845) 569-7333 Fax: (845) 565-4916
www.cityofnewburgh-ny.gov

Joanne M. Majewski, IAO
Assessor

David Kohl
Assistant Assessor

May 8, 2014

Mr. Michael Papaleo has expressed interest in purchasing two parcels of vacant land currently owned by the City of Newburgh and located at 230 Prospect Street and 231 Prospect Street. He currently owns properties in this immediate vicinity including his residence at 17 Russell Road (SBL 7-1-30); two parcels of vacant land at 220 and 226 Prospect Street (SBL 7-1-36 & 7-1-39); and a recent investment purchase of a two family home at 12 Pine Street (SBL 7-1-21).

Prospect Street travels in a north/south direction, north of Broadway to Gidney Avenue. The tax map shows Prospect Street continuing north of Gidney Avenue to a dead end at property owned by the City of Newburgh Board of Education. However, the portion of the road north of Gidney Avenue is only a 'paper street', with minimal paving (approximately 100-125 feet +/- north of Gidney Ave, and approximately 10 feet wide). The two properties that are the subject of this report are located along the undeveloped portion of Prospect Street.

In addition to the lack of adequate street access, municipal water and sewer lines do not appear to be located along the paper Prospect Street. Water and sewer lines are available on Gidney Avenue and Russell Road. The lack of public road access and the distance to access water/sewer lines greatly impacts the desirability of these parcels for development.

The properties are described as follows:

230 Prospect Street, SBL 7-1-41

This parcel is located north of Gidney Avenue and the east side of the 'paper street'. It is 375 feet by 100 feet deep. This parcel borders another 'paper street' which is the extension of Pine Street. It is wooded and has some sloping.

231 Prospect Street, SBL 7-1-46

This parcel is located north of Gidney Avenue, on the west side of the 'paper' Prospect Street. It is 125 feet by 100 feet deep. This parcel appears to be wooded and slopes down toward Gidney Avenue.

Both parcels are zoned R1 for Single Family Residential use, with minimum lot size of 7,500 square feet; 75 feet of frontage and 100 feet deep.

The two parcels were re-assessed for the 2014 Tentative Assessment Roll using mass valuation cost methods. Value consideration included the lack of road access and the subject's topography. The properties are assessed as follows:

230 Prospect Street 7-1-41, 37,500 sf \$1,600
231 Prospect Street 7-1-46, 12,500 sf \$1,300

Based on the lack of recent land sales, the inferior desirability of the parcels due to factors noted above, and in consideration of the neighboring property owner's interest, it is my opinion that a quick sale value for these properties would range from \$2,000 to \$2,900 for the two parcel package.

Respectfully submitted,


Joanne Majewski, IAO
Assessor

RESOLUTION NO.: 189 - 2014

OF

AUGUST 11, 2014

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 459 FIRST STREET (SECTION 27, BLOCK 1, LOT 14)
AT PRIVATE SALE TO NAZAIRE KEBREAU FOR THE AMOUNT OF \$5,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 459 First Street, being more accurately described as Section 27, Block 1, Lot 14 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before October 10, 2014, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
459 First Street	27 - 1 - 14	Nazaire Kebreau	\$5,000.00

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

Terms and Conditions Sale

459 First Street, City of Newburgh (27-1-14)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2013 County Tax and 2013-2014 School Taxes. The purchaser shall reimburse the City for 2013 County Taxes and 2013-2014 School Taxes. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that

he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 10, 2014. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
13. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
14. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

Property Proposal Summary

Location: 459 First Street

Tax Map Number: 27-1-14

Legal Description: 2 Family Residential

Zoning: R-1

Description: 1440SQFT—2 1900, it sits on a 2,178 SQ FT lot

Condition: Normal

Assessed Value: \$65,000.00

Annual Taxes: Approx. \$3,250.00 (at the current value)

Offer Information:

Name: Nazaire Kebreau

Offer Price: \$5,000.00

Construction Estimate: \$66,000.00

Proof of Financing:

Other Income: \$40,000.00





City of Newburgh

DEPARTMENT OF PLANNING & DEVELOPMENT

City Hall – 83 Broadway
Newburgh, New York 12550
www.cityofnewburgh-ny.gov

TEL: (845) 569-9400

FAX: (845) 569-9700

January 27, 2014

Kebreau Nazaire
P. O. Box 10731
Newburgh NY 12550

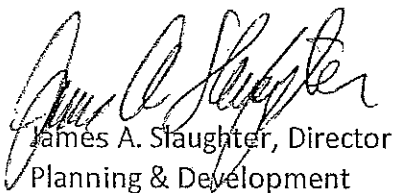
Dear Kebreau:

Thank you for your recent inquiry regarding the acquisition of 459 First Street. Staff has determined from your application that there are some deficiencies and discrepancies in the application. These following issues will need to be addressed before a decision can be made with your application.

- The annual income on your application is \$100,000 whereas the documents provided indicate annual income of approximately \$83,000. This needs to be clarified especially if there is additional income;
- The source of funding for the purchase needs to be verified;
- The method for determining the rehabilitation costs must be provided. The city will grant access to the building with your building professionals if desired;
- The city requires evidence from your bank in the form of a letter of credit or another acceptable commitment that the necessary funds are available.

The forgoing concerns needs to be addressed before a decision can be made regarding your application. If you have any questions with respect to the process or the information needed please contact the undersigned.

Sincerely,

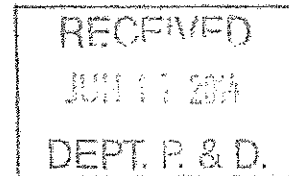


James A. Slaughter, Director
Planning & Development

359 First St

Plumbing	\$ 8,000.00
Electrical	\$ 6,000.00
Sheetrock/taping/plaster	\$ 3,500.00
Paint	\$ 800.00
Flooring	\$ 4,000.00
Demo/trash	\$ 1,500.00
Windows	\$ 1,200.00
Cabinets/Appliances	\$ 2,500.00
Boiler/water heater	\$ 2,500.00
Roofing	\$ 1,500.00
Asbestos removal	\$ 1,000.00
Estimated Contruction Costs	\$ 32,500.00

459 First Street
Newburgh, NY 12550



Renovation Proposal

Electrical	\$10,000
Plumbing	\$25,000
Cosmetic	\$20,000
Roof	\$8,000
Clean-Up	\$3,000
Total	\$66,000

The total cost of the renovation is estimated to be \$66,000. My offer to undertake the project would be **\$5,000**.

Construction Timetable

August	Permit & Secure the Building
September & October	Electrical
November & December	Plumbing
January & February	Cosmetic
April 30 th	Move-In

Contact:

Nazaire Kebreau
P.O. Box 10731
Newburgh, NY 12552
845-591-0175

459 FIRST STREET

4/8/2014

From Rick M. [Signature]

Plumbing	\$	8,000.00
Electrical	\$	6,000.00
Sheetrock / Taping / Plaster	\$	3,500.00
Paint	\$	800.00
Flooring	\$	4,000.00
Demo / Trash Removal	\$	1,500.00
Windows	\$	1,200.00
Cabinets / Appliances	\$	2,500.00
Furnace / Water Heater	\$	2,500.00
Roofing	\$	1,500.00
Asbestos Removal	\$	1,000.00
Estimated Construction Costs	\$	32,500.00

RESOLUTION NO.: 190 - 2014

OF

AUGUST 11, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH THE NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.
TO PROVIDE CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS
LOCATED AT 55 BROADWAY AND 123 GRAND STREET
AT A COST OF \$101,887.35**

WHEREAS, the New York State Industries for the Disabled, Inc. ("NYSID") has submitted a proposal in connection with custodial services to be provided for City owned buildings located at 55 Broadway and 123 Grand Street; and

WHEREAS, such custodial services shall be provided by NYSID Member Agency Occupations; and

WHEREAS, the proposal provides for a one year contract at an annual cost of One Hundred One Thousand Eight Hundred Eighty Seven and 35/100 (\$101,887.35) Dollars with two annual renewal options with a CPI adjustment; and

WHEREAS, such funding shall be derived from Public Safety Building and Grand Street Courthouse - Other Services, A.3399.0448 and A.1120.0448, respectively; and

WHEREAS, this Council has reviewed the attached proposal and has determined that executing a contract under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached contract entitled "Request for Price Concurrence" with the New York State Industries for the Disabled, Inc. to provide custodial services for City-owned buildings located at 55 Broadway and 123 Grand Street at an annual cost of One Hundred One Thousand Eight Hundred Eighty Seven and 35/100 (\$101,887.35) Dollars.



Request for Price Concurrence

Date Sent: July 24, 2014 REQUEST # 1
Contracting Agency: City of Newburgh
Customer Contact: John J. Aber
Job Title: Comptroller
Street Address: 83 Broadway – 4th Floor
City, State Zip: Newburgh, NY 12550
Phone: 845-569-7322 Ext: Fax: 845-569-7490 E-Mail: JAber@cityofnewburgh-ny.gov

PLEASE UPDATE
INFORMATION IF
NEEDED.

Member Agency: Occupations
Service: Custodial
Police Department, 55 Broadway, Newburgh
Location: Code Compliance, 123 Grand Street, Newburgh
One-year contract with 2 one-year options with CPI adjustment for each of the
executed option years.
First year, Police Department, \$69,573.35
Code Compliance, \$32,314.00, with CPI adjustment after first year anniversary,
Please Note: All Contracts with Prevailing Wage Schedules must contain
escalation clauses for wages and supplemental benefits dependent upon
the annual (July 1) NYS Department of Labor Published Prevailing Wage for
that schedule.
Proposed Price: _____
If a Renewal, Current Contract #: _____
Proposed Renewal Term: _____

This form is not a contract; it is an acknowledgment of your concurrence to the proposed price.
If applicable, Sign and return to bhammel@nysid.org

Contract Notes: **Revised Periodic Cleaning #2b on specs. Strip & Wax 2x annually,**
Daily cleaning #2. Buff weekly and strip and wax 2 times annually.
Window cleaning is not included in the pricing.
This was confirmed with Mr. George Garrison, Superintendent of Public Works

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

Mail: New York State Industries for the Disabled, Inc. Phone: 518-463-9706
ATTN: Contract Administration E-mail: admin@nysid.org Fax: 518-455-0320
11 Columbia Circle Drive
Albany, NY 12203-5156
Authorized Signature: _____
Printed Name: _____
Job Title: _____
Bob Hammel 845-249-8199
bhammel@nysid.org Date: _____



Request for Price Concurrence

The information contained herein is proprietary and confidential

☐

See attached documents in lieu of signed form

The information contained herein is proprietary and confidential

RESOLUTION NO.: 191 - 2014

OF

AUGUST 11, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT WITH WORKFORCE DEVELOPMENT INSTITUTE
TO DEVELOP A BUSINESS ADVISORY COUNCIL OF LOCAL EMPLOYERS TO
PROVIDE EMPLOYMENT OPPORTUNITIES FOR QUALIFIED CITY OF NEWBURGH
RESIDENTS AT A COST TO THE CITY OF \$40,000.00**

WHEREAS, by Resolution No. 185-2011 of September 12, 2011, the City Council of the City of Newburgh authorized the City Manager to execute a contract with the Workforce Development Institute (hereinafter "WDI") to recruit and hire a Program Coordinator, establish a specific selection and assessment criteria within the Newburgh population, review caseloads and establish enrollment, engagement and reporting requirements and protocols with community organizations; and

WHEREAS, the term of the initial contract for the first phase of such services was effective through December of 2011 and by Resolution No. 18-2012 of February 14, 2012, the City Council extended the term of this contract to April 30, 2012; and

WHEREAS, WDI completed the initial phase of the project and by Resolution No. 52-2012 of April 23, 2012, the City Council authorized the City Manager to execute a contract with WDI to provide the next phase of services; and

WHEREAS, WDI has completed the second phase of its services and by Resolution No. 81-2013 of April 22, 2013, the City Council authorized the City Manager to execute a contract with WDI to provide the next phase of services; and

WHEREAS, WDI now proposes to assist the City of Newburgh by attempting to create and leave in place a new system that will address many of the workforce and employment structural challenges facing the City of Newburgh by providing a City Communication Plan, Business Support and Vocation Focus as set forth in the "Scope of Services" of the contract annexed hereto and made part hereof; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to a contract with Workforce Development Institute to establish new system that will address many of the workforce and employment structural challenges facing the City of Newburgh by providing a City Communication Plan, Business Support and Vocation Focus at a cost to the City of \$40,000.00.

CONTRACTUAL AGREEMENT

PARTIES

This CONTRACT is between the City of Newburgh as the FUNDER and the Workforce Development Institute (WDI) as the CONTRACTOR. The respective locations and contacts are as follows:

City of Newburgh
83 Broadway
Newburgh, NY 12550

Workforce Development Institute (WDI)
96 South Swan St.
Albany, NY 12210

PURPOSE OF CONTRACT

The mission of this contract, and the work of WDI for this coming year, is to put in place an effective workforce development system that responds to the need of Newburgh employers for work-ready and skilled employees, and the interest of Newburgh residents to be gainfully employed. WDI, working with employers, community-based organizations, and employment and training providers, will create the system.

This contract builds on two prior contracts that resulted in data collection around demand industries/sectors in the Greater Newburgh area, employers that are currently hiring, jobs/skills in demand, and then referral of Newburgh residents to training programs and/or job openings as well as tracking of these referrals. The last contract revealed that while many job openings exist in the greater Newburgh area, qualified candidates have been difficult to find for these positions. In addition, common themes emerged around barriers to employment, including: lack of transportation, lack of childcare, lack of follow-up/follow-through, lack of education, lack of soft skills, and drug use.

In this current contract, WDI/WIN will be attempting to create, and leave in place, a new system that will address many of the workforce and employment structural challenges that the City faces. Following is a list of the key elements of the new system:

1. An up-to-date data base (or spreadsheet) will be developed, and will include employment trends in greater Newburgh, the principal economic sectors where employment growth is occurring, the employers that are looking to hire workers, and the skills that the employers need from the workforce. Burning Glass software will be the basic source of this database, but other sources will also be used.
2. A cohort of employers will be actively engaged who will be a productive and reliable source of employment information on an on-going basis. These employers will be engaged through group meetings and/or through the on-going interviews and meetings

that occur between WDI/WIN staff and employers. This relationship with employers could be institutionalized through a Business Advisory Council (BAC), or through periodic meetings with individual employers and groups of employers in key economic sectors.

3. A cohort of effective and productive employment and training providers will be identified and in place, and they will have the capacity to respond to the employment needs of employers. This will be done through formal training programs offered by the providers that directly meet the needs of employers, as well as through screening and recruitment of potential workers.
4. Finally, through the assistance of the City and the providers, as well as the efforts of WDI/WIN staff, a broad base of employable City residents will have be identified. To the extent possible, a pipeline of these individuals will be developed so that employers will have access to a pool of potential workers over time.

SCOPE OF SERVICES

Under this contract, WDI will provide the following:

City Communication Plan

- Lead a City-based advisory group comprised of the City Manager, the Director of Community Development, two City Council members, and two CDBG Advisory Group members to facilitate discussions around employer outreach and job development.
- Report overall progress to the advisory group convened by the City on a quarterly basis beginning in August 2014 or as scheduled by the Director of Community Development with a two week notice. This progress will include a vocational provider participation report that indicates helpfulness of providers in terms of candidate referrals.

Business Support

- Perform ongoing outreach to employers and, where possible, form sector based business committees to engage *small groups of* employers with similar needs in discussions about employment trends, skills required, and potential openings.
- Identify current and future training needs per employer or industry sector with particular emphasis on opportunities for Newburgh residents.
- Where appropriate, provide resources/support for pre-employment training programs and/or services for an employer or groups of employers.
- Develop business profiles on employers. Profiles will include background information about the company, types of jobs for which it hires, skills required of the jobs, turnover rates, barriers to finding employees, growth potential, and jobs for which it plans to hire in the future. Share profiles in an aggregate manner.

Vocational Focus

- Work with local non-profits, vocational and technical providers, etc. for the referral of their participants to the jobs that are identified by BAC participants and other employers.

Note: The relevant information generated from the businesses and through outreach to other employers will be shared with local vocational service providers, the NYS Department of Labor, and others in an effort to find qualified individuals to fill positions. *However, the vocational service providers should serve as the lead agencies in recommending qualified candidates.*

- Work with training and educational providers to develop the appropriate trainings required to meet the employment needs discovered through employer outreach.

MEASUREMENTS – Benchmarks that will be reviewed to Determine Success

Based on the above Scope of Services, there are several measurable elements that will be reviewed to determine whether the program has been successful:

City

- Assist the City-based advisory group will be provided by identifying and reaching out to potential employers for the purpose of identifying open jobs and skills required.
- Written status reports prepared by the Program Coordinator will be distributed to the City-based advisory group in November 2014, February 2015, May 2015, and August 2015.

Businesses

- Local businesses will participate in appropriate groupings of sectors, interests and/or concerns, where appropriate. 15 employers in manufacturing and hospitality sectors (combined) will be interviewed in depth and business profiles compiled and shared in aggregate form with the city. The purpose of the profiles is to specify numbers of jobs, skill sets required, and emerging trends.
- Current and future training needs will be identified. Where appropriate, pre-employment training programs and services will be implemented.

Providers

- Partnerships with local non-profits, vocational and technical providers will be organized and in place.
- Information about employment trends, required skills and job openings will be obtained and disseminated to providers on a regular basis.

Data

- Data on referral sources (from providers), trainings, job referrals (to employers), interviews, hires, etc., will be maintained in a digital spreadsheet format.

TIMEFRAME

This agreement is valid from August 12, 2014 through July 31, 2015 and may be extended through mutual agreement.

COMPENSATION AND REPORTS REQUIRED FOR PAYMENT

The City of Newburgh has indicated it has limited funding and that \$40,000 is available for this initiative. The cost of developing the BAC and performing outreach to employers as described above is significantly more than \$40,000. WDI acknowledges this discrepancy and is willing to commit other resources to support the differential.

The \$40,000 that is available for the initiative will be paid in quarterly installments from the City of Newburgh to WDI, upon submission of an invoice and a quarterly report. If the City is not satisfied with the progress indicated by the quarterly report, it may terminate the contract per the termination clause below.

Note that implementation of the items outlined under Scope of Services may be accomplished by a few WDI staff members, including a Project Coordinator, the Hudson Valley Regional Director, the Director of Operations, and an Economic Development Consultant. All of these staff members will assist in the development of the Newburgh program.

TERMINATION

If either party fails to perform any material obligation under this Agreement or violates material terms or condition of this Agreement and such failure or violation is not cured within ten (10) days following receipt of a notice from the non-breaching party describing the default or failure, then the non-breaching party shall have the right to terminate this Agreement upon written notice to the other. However, payment (or a pro-rated payment) will be made for services rendered up to the notice of termination date.

Edward Murphy
Executive Director
Workforce Development Institute

Michael G. Ciaravino
City Manager
City of Newburgh, NY
Resolution No. 191-2014

Date

Date

RESOLUTION NO.: 192 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES
TO PROVIDE PERFORMING ARTISTS AND RELATED SERVICES
IN CONNECTION WITH THE CITY OF NEWBURGH
26th ANNUAL INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh will hold its annual International Festival from Friday, August 29, 2014 through Monday, September 1, 2014, dates inclusive; and

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

WHEREAS, there is funding from proceeds from previous festivals available in a Trust and Agency Account and the 2014 City budget; and

WHEREAS, such agreements shall not exceed and the funds in the Trust and Agency Account and the 2014 Festival Budget;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into the referenced agreements in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the 26th Annual International Festival, with the net cost to the City of such agreements not to exceed the Trust and Agency Account proceeds and 2014 Festival Budget.

RESOLUTION NO.: 193 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH C & N AMUSEMENTS
FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT
THE CITY OF NEWBURGH 26TH ANNUAL INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh will hold its annual International Festival on Friday, August 29, 2014 through Monday, September 1, 2014, dates inclusive;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement, a copy of which is annexed hereto, and in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with C & N Amusements for services in connection with the City of Newburgh International Festival.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____ 2014, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "**CITY**," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **C & N AMUSEMENTS**, a firm with principal offices at 209 Lakeside Road, Newburgh, New York 12550, hereinafter referred to as "**VENDOR**."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning August 29, 2014, and ending September 1, 2014.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such

form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$0.00 ZERO Dollars has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR 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. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, 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 CITY, nor any person whose salary is payable, in whole or in part, by the CITY, 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 Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or

indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY 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 CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY 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 CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

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

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

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

ARTICLE 16. TERMINATION

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

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

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

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

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon

such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

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

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

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

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

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

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

For a breach or violation of such representations or warranties, the CITY shall

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

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

ARTICLE 24: CLOSE OUT & CLEAN UP

The parties agree that VENDOR shall make its best effort to remove all property and equipment from the site no later than the end of the day, September, 3, 2014. However, in the event of unforeseen delays or other circumstances beyond the control of the parties, VENDOR shall have until September 4, 2014 to remove all such property and equipment from the site.

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

THE CITY OF NEWBURGH

C & N AMUSEMENTS

BY: _____
Michael G. Ciaravino,
City Manager

BY: _____
Robert Rivera

DATE: _____

DATE: _____

APPROVED AS TO FORM

MICHELLE KELSON
Corporation Counsel

JOHN J. ABER,
City Comptroller

SCHEDULE A
SCOPE OF SERVICES

RIDES:

30% OF RIDE GROSS UP TO \$30,000.00

35% OF RIDE GROSS AFTER \$30,000.00

TABLES:

\$100.00 PER CONCESSION

RESOLUTION NO.: 194 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A GRANT FROM THE ORANGE COUNTY YOUTH BUREAU IN THE
AMOUNT OF \$40,000.00 REQUIRING NO CITY MATCH
FOR THE RECREATION DEPARTMENT TO FUND
A YEAR ROUND BASKETBALL PROGRAM IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

WHEREAS, such grant shall provide for a program to conduct basketball leagues during the winter, summer and fall seasons; and

WHEREAS, funds will be utilized for the costs of referees, uniforms, trophies and, if necessary, gym rental; and

WHEREAS, no City matching funds is required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

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 a grant from the Orange County Youth Bureau in the amount of \$40,000.00 requiring no City match for the Recreation Department to fund a year round basketball program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 195 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT
FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY
AND EMERGENCY SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000.00
FOR THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, the City of Newburgh Fire Department has expressed interest in applying for a grant from the New York State Division of Homeland Security and Emergency Services in an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars; and

WHEREAS, such grant funds, if awarded, shall be used to enhance the technical rescue capabilities of the City of Newburgh Fire Department by purchasing personal safety equipment, confined space and trench rescue equipment, and water rescue and high-angle rescue equipment; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for such grant funds would be in the best interests of the City of Newburgh, and the safety of its firefighters and residents alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the New York State Division of Homeland Security and Emergency Services in an amount not to exceed One Hundred Thousand (\$100,000.00) Dollars for the City of Newburgh Fire Department.

RESOLUTION NO.: 196-2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER
WITH CH ENERGY GROUP, INC.

WHEREAS, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the removal of three HPS16000 lamps on poles numbered 4208, 4210 and 4212 and the installation of six MH20500 lamps on poles numbered 4208, 4209, 4210, 35241, 4212 and 4213 located on Colden Street; and

WHEREAS, there will be a cost to the City of Newburgh of \$19.06 per lamp per monthly period for this change;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached amendment to the Street Lighting Authority Order.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION
610 LITTLE BRITAIN ROAD
NEW WINDSOR, NY 12553-6114
(845) 452-2700

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH NY 12550

ORDER NO.: H8-03300
ACCOUNT NO.: 8411-2080-00
DATE: 07/30/14

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE CITY LGTG , IN ACCORDANCE WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE (COUNCIL/BOARD OF THE OF AT A MEETING HELD ON , 20 AS FOLLOW

ACTION:

INSTALL OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
REMOVE	HPS	16000	4208	A	151-03	COLDEN ST	13.82CR
INSTALL	MH	20500	4208	A	151-03	COLDEN ST	19.06
INSTALL	MH	20500	4209	A		COLDEN STREET	19.06
REMOVE	HPS	16000	4210	A	151-03	COLDEN ST	13.82CR
INSTALL	MH	20500	4210	A	151-03	COLDEN ST	19.06
INSTALL	MH	20500	35241	A		COLDEN STREET	19.06
REMOVE	HPS	16000	4212	A	151-03	COLDEN ST	13.82CR
INSTALL	MH	20500	4212	A	151-03	COLDEN ST	19.06
INSTALL	MH	20500	4213	A		COLDEN STREET	19.06

UPGRADE EXISTING LIGHTS & ADD NEW LGHTS

- ** A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- ** B. CUSTOMER OWNED/COMPANY MAINTAINED
- ** C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY _____ BY _____

_____, 20 _____ TITLE _____

W.O.NO. 6686A/R DATE WORK COMPLETED _____ BY _____