

A regular meeting of the City Council of the City of Newburgh was held on Monday, August 11, 2014 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Rev. Mason from Union Presbyterian Church followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Brown (arrived after roll call at 7:15), Councilwoman Holmes, Councilwoman Lee - 6

Absent: Councilwoman Mejia – 1

PRESENTATIONS

The City Council presented a Certificate of Recognition in honor of the late Joan Shapiro, Mayor of the City of Newburgh from 1980 – 1988 which was accepted by her son, Bruce Shapiro.



Certificate of Recognition

Presented In Honor of

The Late
Joan Shapiro

Mayor of the City of Newburgh 1980-1988

August 11, 2014



"Joannie had a love affair with her cherished City of Newburgh."

This certificate is presented in loving memory
Of her years of devoted public service to the People of the City of
Newburgh which set an example of integrity, honor and loyalty.

Mayor Judy Kennedy

Deputy Mayor Regina Angelo

Councilwoman Cindy Holmes

Councilwoman Genie Abrams

Councilwoman Gay Lee

Councilman Cedric Brown

Councilwoman Karen Mejia

The Council presented Certificates of Recognition (Keys to the City of Newburgh) to honor the following local senior citizens for their service to the community:

Kiki Hayden
Roxie Royal
Lilliam Harris
Regina Angelo
Joe Butwell

Pastor Eula Brock
Rev. Herman Hubbard
Rev. Nelson McAllister
Eugene Watkins

A preview of the series "*At Risk*" was presented by Courtney Allen, Producer.

Mayor Kennedy asked Michael Gabor and Gerardo Castro to step forward and show the Ruedi Hoffman photograph that is being donated to the City from Newburgh Art Supply.

EXECUTIVE SESSION

Councilwoman Holmes moved and Councilwoman Abrams seconded that the Council enter Executive Session to discuss matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person.

All in favor the Council entered Executive Session at 7:35 P.M.

Councilwoman Abrams moved and Councilwoman Lee seconded that the Council exit Executive Session.

All in favor the Council exited Executive Session at 8:25 P.M.

COMMUNICATIONS

Councilwoman Abrams moved and Councilwoman Angelo seconded that the Minutes for the July 14, 2014 Council Meeting be approved.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy - 6

CARRIED



City of Newburgh
City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7322
Fax (845) 569-7490

John J. Aber
City Comptroller
jaber@cityofnewburgh-ny.gov

TO: Michael Ciaravino, City Manager
Mayor - Judy Kennedy
Councilman – Cedric Brown
Councilwoman – Regina Angelo
Councilwoman – Gay Lee
Councilwoman – Genie Abrams
Councilwoman – Cindy Holmes
Councilwoman – Karen Mejia

FROM: John J. Aber, City Comptroller

DATE: August 11, 2014

SUBJECT: City of Newburgh Financials – July 2014

Below are the highlights of the City of Newburgh Revenue and Expenses through July 31, 2014

General Fund Revenue

Through July, the City of Newburgh collected \$26.1 million compared to the annual revenue budget of \$44.2 million (59%).

- \$17.2 million - Real Property Taxes/PILOT Payments.
- \$736k - Fund balance transfer
- \$1.2 million – Enterprise fund transfer for General fund services
- \$5.6 million – Sales & Use tax, utilities tax and franchise fees
- \$751k -Departmental income
- \$144k - Licenses and permits
- \$192k – Mortgage Tax and Use of Money and Property
- \$240k - Miscellaneous income (Sale of property, Local Government Grants, Employee Health Contributions)

As of July, I am still projecting a shortfall of \$861k in property taxes, \$277k in codes and \$84k in traffic violations. To cover the projected shortfall, each Department was

placed on a spending freeze effective August 1, 2014. 10% of each Department's available budget for supplies, equipment, and contracts were placed into a Financial Plan Savings Code.

General Fund Expense

The City of Newburgh has expended \$23.5 million plus an additional \$70k in FY2013 encumbrances. On a cash basis the City has expended 53.1% of the 2014 budget. On a modified accrual basis they have committed 54.7%.

Overall Departmental expenses are in-line with the approved budgets with the exception of Police and Fire overtime. As previously stated, Fire overtime has decreased compared to last year's overtime activity (with the hiring of the new grant funded recruits), however we are projecting they will exceed their 2014 budget by \$136k. Police overtime is expected to exceed their overtime budget by \$319k. Both Departments have identified surplus funds within their budgets to cover the overtime deficits.

Enterprise Fund Revenue

Through July 2014, the Enterprise Funds (Water, Sewer and Sanitation) generated \$8.5 million in revenue.

Water Department generated/collected \$3.2 million through July which represents 53.2% of their total revenue budget for FY2014.

Sewer Department generated/collected \$3.0 million through July which represents 52.3% of their total revenue budget for FY2014.

The Sanitation Fund generated/collected \$2.3 million through July which represents 71.5% percent of the total revenue budget for FY2014.

Enterprise Fund Expense

Through July 2014, Enterprise Funds expended \$6.7million with an additional \$1.4 million in encumbered funds. All three Enterprise funds are projected to spend within their FY2014 Adopted Budget. On a cash basis, the enterprise funds have expended 44.6% of their budget on a modified accrual basis, they have committed 54%

Capital

Detailed below are the updates since last month's Capital report:

Engineering

New Dock - \$260k -- Estimated cost to replace \$1.5 million. The City Engineer and I met with CHUBB, our Insurance carrier on 6/28/14. I received a call on 8/6/14 from CHUBB and it appears that the dock will be covered by our insurance. I am waiting for written confirmation.

Community Development

Tyrone Crab Park - \$240k -- Construction of the Park will be performed by DPW and a dedicated team of temporary workers. The temporary workers (4) were hired on 8/8/14.

Parking Tribunal

Muni-Meters - \$120k -- Five vendors bid on the project. I am currently reviewing the bid proposals. The winning vendor will be notified and submitted to council for approval at the next work session.

Trust and Agency Accounts

- **Misc Donations**
 - Shade Tree - \$346
 - National Night Out - \$125 -- Fully spent in August
 - Gun Buyback - \$535
 - Misc Fire Dept - \$1,547

- **Police**
 - Police Evidence - \$80,649
 - Federal Seizure - \$37,094
 - State Seizure - \$13,234
 - Police Bicycle - \$552
 - Police Donations - \$187

- **Celebrations**

- Puerto Rican Day - \$80
- International Festival -\$17,914
- Quadricentennial - \$2,000
- Fireworks - \$2,634

Bond Re-Sale

On August 6, 2014, the City in conjunction with Harris Beach and Capital Markets sold our 2013 BAN to Chase at an interest rate of .096%. This is over 2.5% less than when it was sold in 2013. The lower interest rate reduces the interest we pay on the BAN.

2015 Budget Prep

My office has begun preparing the 2015 budget process. On July 28, 2014 we conducted a budget training seminar for all Department Heads. Proposed budgets for each Department are due back to my office on August 15, 2014. The City Manager will present his proposed 2015 budget to the Council on October 14, 2014. On November 10, 2014 we will hold the Public hearing and on November 24, 2014 the final budget will be submitted to the Council for Adoption.

General Fund
Revenue Analysis

Revenue Description	2013				2014				2014			
	Revenue General Fund Jan-Jun		% to budget		Revenue General Fund Jan-Jun		% to budget		Revenue General Fund Jan-Jul		% to budget	
	Activity	% to budget	Activity	% to budget	Activity	% to budget	Activity	% to budget	Activity	% to budget	Adjusted Budget	% to budget
Appropriated Fund Balance	\$ 661,000	100.00%	\$ 736,000	100.00%	\$ 661,000	100.00%	\$ 736,000	100.00%	\$ 736,000	\$ 736,000	100.00%	
Unappropriated Fund Balance	\$ 661,000	100.00%	\$ 736,000	100.00%	\$ 661,000	100.00%	\$ 736,000	100.00%	\$ 736,000	\$ 736,000	100.00%	
Total	\$ 1,322,000	100.00%	\$ 1,472,000	100.00%	\$ 1,322,000	100.00%	\$ 1,472,000	100.00%	\$ 1,472,000	\$ 1,472,000	100.00%	
Real Property Taxes	\$ 15,506,572	78.07%	\$ 14,035,838	70.66%	\$ 19,862,564	82.28%	\$ 16,432,640	82.28%	\$ 19,862,564	\$ 19,862,564	82.73%	
Real Property Tax Items	\$ 15,506,572	78.07%	\$ 14,035,838	70.66%	\$ 19,862,564	82.28%	\$ 16,432,640	82.28%	\$ 19,862,564	\$ 19,862,564	82.73%	
Real Property Tax Items Total	\$ 34,856	81.14%	\$ 640,631	52.08%	\$ 1,023,869	84.30%	\$ 748,181	84.30%	\$ 1,230,040	\$ 1,230,040	60.83%	
Charges for Svcs to Other Govt's	\$ 834,856	81.14%	\$ 640,631	52.08%	\$ 1,023,869	84.30%	\$ 748,181	84.30%	\$ 1,230,040	\$ 1,230,040	60.83%	
Charges for Svcs to Other Govt's	\$ 60,000	34.73%	\$ 60,000	33.49%	\$ 172,779	34.73%	\$ 60,000	34.73%	\$ 179,166	\$ 179,166	33.49%	
Total	\$ 60,000	34.73%	\$ 60,000	33.49%	\$ 172,779	34.73%	\$ 60,000	34.73%	\$ 179,166	\$ 179,166	33.49%	
Departmental Income	\$ 675	135.00%	\$ 1,315	101.12%	\$ 500	145.00%	\$ 1,365	104.97%	\$ 1,300	\$ 1,300	104.97%	
Assessor	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	\$ -	0.00%	
Celebrations	\$ 46,839	52.63%	\$ 51,481	58.53%	\$ 89,000	63.74%	\$ 57,102	57.10%	\$ 87,960	\$ 87,960	64.92%	
City Clerk	\$ 943	94.25%	\$ 1,73	11.52%	\$ 1,000	94.25%	\$ 173	17.3%	\$ 1,500	\$ 1,500	11.52%	
Civil Service	\$ 192,041	76.75%	\$ 117,693	14.90%	\$ 230,200	92.89%	\$ 140,260	58.48%	\$ 790,000	\$ 790,000	17.75%	
Codes	\$ 425	85.00%	\$ 18,798	2685.45%	\$ 500	85.00%	\$ 18,818	2688.31%	\$ 700	\$ 700	2688.31%	
Comptroller	\$ 518	259.00%	\$ -	0.00%	\$ 200	259.00%	\$ 250	125.00%	\$ -	\$ -	0.00%	
Corporation Counsel	\$ -	0.00%	\$ 125	0.00%	\$ -	0.00%	\$ 125	125.00%	\$ -	\$ -	0.00%	
Engineering	\$ 377	75.45%	\$ 1,207	402.33%	\$ 500	88.70%	\$ 1,273	127.3%	\$ 300	\$ 300	424.33%	
Fire	\$ 250	0.00%	\$ 150	15.00%	\$ -	0.00%	\$ 550	55.00%	\$ 1,000	\$ 1,000	55.00%	
Miscellaneous	\$ 87,287	84.74%	\$ 88,959	42.65%	\$ 103,000	102.17%	\$ 104,472	101.42%	\$ 208,600	\$ 208,600	50.08%	
Police	\$ 33,470	53.13%	\$ 33,277	41.60%	\$ 63,000	66.49%	\$ 49,453	49.45%	\$ 80,000	\$ 80,000	61.82%	
Recreation	\$ 73,271	61.06%	\$ 81,348	32.12%	\$ 120,000	69.17%	\$ 100,366	83.64%	\$ 253,284	\$ 253,284	39.63%	
Tax Collector	\$ 334,398	49.36%	\$ 237,533	36.94%	\$ 677,500	56.44%	\$ 277,219	40.62%	\$ 643,000	\$ 643,000	43.11%	
Traffic Violations Bureau	\$ 770,494	58.98%	\$ 632,057	30.57%	\$ 1,306,400	69.32%	\$ 751,426	57.57%	\$ 2,067,644	\$ 2,067,644	36.34%	
Departmental Income Total	\$ 1,131,474	39.25%	\$ 598,832	25.00%	\$ 2,882,948	39.25%	\$ 1,197,665	39.25%	\$ 2,395,316	\$ 2,395,316	50.00%	
Interfund Revenue	\$ 1,131,474	39.25%	\$ 598,832	25.00%	\$ 2,882,948	39.25%	\$ 1,197,665	39.25%	\$ 2,395,316	\$ 2,395,316	50.00%	
Interfund Revenue Total	\$ 1,131,474	39.25%	\$ 598,832	25.00%	\$ 2,882,948	39.25%	\$ 1,197,665	39.25%	\$ 2,395,316	\$ 2,395,316	50.00%	

General Fund
Revenue Analysis

Revenue Description	Department Name	2013			2014			2015			2016		
		Revenue General Fund Jan-Jun	% to budget	Activity	Revenue General Fund Jan-Jun	% to budget	Activity	Revenue General Fund Jan-Jul	% to budget	Activity	Revenue General Fund Jan-Jul	% to budget	Activity
Licenses & Permits	City Clerk	\$ 28,770	127.30%	\$ 41,538	54.04%	\$	\$ 37,004	163.73%	\$	\$ 52,003	76.500%	\$	
	Codes	\$ 55,641	28.50%	\$ 76,906	52.60%	\$	\$ 69,497	35.60%	\$	\$ 92,038	146.200%	\$	
Licenses & Permits Total		\$ 84,411	38.76%	\$ 118,444	53.10%	\$	\$ 106,501	48.90%	\$	\$ 144,041	222.700%	\$	
Local Government		\$ 184,355	3.49%	\$ 55,595	1.07%	\$	\$ 226,608	4.30%	\$	\$ 57,401	5,187.656%	\$	
	Culture & Recreation	\$ 4,732	50.28%	\$ 9,411	0.00%	\$	\$ 4,732	50.28%	\$	\$	0.00%	\$	
	Public Safety	\$ 19,116	147.05%	\$ 10,387	0.00%	\$	\$ 17,187	132.21%	\$	\$ 10,387	0.00%	\$	
Local Government Total		\$ 208,203	3.93%	\$ 65,982	1.27%	\$	\$ 248,528	4.69%	\$	\$ 67,787	5,187.656%	\$	
Miscellaneous		\$ 81,571	76.23%	\$ 39,645	33.04%	\$	\$ 130,486	121.95%	\$	\$ 55,820	120,000%	\$	
Miscellaneous Total		\$ 81,571	76.23%	\$ 39,645	33.04%	\$	\$ 130,486	121.95%	\$	\$ 55,820	120,000%	\$	
Non-Property Tax Items	Tax Collector	\$ 2,954,072	28.01%	\$ 3,057,310	26.74%	\$	\$ 5,521,955	52.37%	\$	\$ 5,651,930	11,435,000%	\$	
Non-Property Tax Items Total		\$ 2,954,072	28.01%	\$ 3,057,310	26.74%	\$	\$ 5,521,955	52.37%	\$	\$ 5,651,930	11,435,000%	\$	
Loss		\$ 2,183	218.35%	\$ 51,603	9.98%	\$	\$ 11,734	1173.41%	\$	\$ 51,712	517,000%	\$	
Loss Total		\$ 2,183	218.35%	\$ 51,603	9.98%	\$	\$ 11,734	1173.41%	\$	\$ 51,712	517,000%	\$	
State Funding		\$ 72,506	65.91%	\$ 104,139	83.31%	\$	\$ 72,506	65.91%	\$	\$ 104,139	125,000%	\$	
	Culture & Recreation	\$ 1,341	9.27%	\$ 2,468	0.00%	\$	\$ 1,341	9.27%	\$	\$	0.00%	\$	
	Public Safety	\$ 5,398	107.96%	\$ 2,468	0.00%	\$	\$ 5,398	107.96%	\$	\$ 5,124	0.00%	\$	
State Funding Total		\$ 79,245	61.21%	\$ 106,607	85.29%	\$	\$ 79,245	61.21%	\$	\$ 109,263	125,000%	\$	
Use of Money & Property		\$ 48,250	79.75%	\$ 65,159	52.98%	\$	\$ 51,853	85.71%	\$	\$ 87,814	125,000%	\$	
Use of Money & Property Total		\$ 48,250	79.75%	\$ 65,159	52.98%	\$	\$ 51,853	85.71%	\$	\$ 87,814	125,000%	\$	
Grand Total		\$ 22,422,531	53.04%	\$ 20,207,908	45.72%	\$	\$ 26,118,512	61.79%	\$	\$ 26,094,279	44,201,086%	\$	

Expense Description Group Description	2013 EXPENSE - GENERAL FUND				2014 EXPENSE - GENERAL FUND				2015 EXPENSE - GENERAL FUND					
	Jan-Jun		Jan-Jun		Jan-Jun		Jan-Jun		Jan-Jul		Jan-Jul		Jan-Jul	
	Activity	YTD Encumbered	% to budget	Activity	YTD Encumbered	% to budget	Activity	YTD Encumbered	Adjusted Budget	% to budget	Activity	YTD Encumbered	Adjusted Budget	% to budget
General Government Support	942,371	-	43.34%	1,008,153	-	41.15%	1,172,227	-	\$ 2,174,141	53.92%	1,320,277	-	\$ 2,382,956	55.41%
	571,672	-	36.31%	585,022	-	31.76%	663,931	-	\$ 1,591,029	41.73%	767,248	-	\$ 1,825,686	42.03%
	18,753	2,437	49.92%	15,883	272	25.97%	20,763	318	\$ 37,457	55.43%	17,346	21,406	\$ 55,250	31.24%
	714,303	280,490	37.00%	741,492	287,685	35.96%	804,250	244,111	\$ 1,930,753	41.65%	880,943	254,628	\$ 1,984,292	44.40%
	139,972	-	12.32%	43,867	-	10.23%	139,972	-	\$ 1,135,890	12.32%	57,866	-	\$ 428,964	13.49%
General Government Support Total	2,393,070	282,927	34.84%	2,394,417	287,957	34.99%	2,801,143	244,429	\$ 6,869,269	40.78%	3,043,681	276,054	\$ 6,677,418	45.58%
Culture and Recreation	122,170	-	30.67%	100,527	-	20.55%	234,721	-	\$ 398,316	58.93%	203,684	-	\$ 519,699	39.19%
	97,059	-	34.24%	92,660	-	26.62%	122,852	-	\$ 283,507	43.33%	125,652	-	\$ 348,041	36.10%
	-	-	0.00%	17,622	-	10.95%	-	-	\$ 424	0.00%	17,622	257	\$ 145,750	12.09%
	72,309	21,512	37.28%	82,272	71,179	22.33%	87,758	19,630	\$ 193,944	45.25%	157,584	40,631	\$ 324,430	48.57%
	9,536	336	34.36%	6,576	6,500	23.61%	9,947	-	\$ 27,750	35.85%	13,076	504	\$ 26,804	48.78%
Culture and Recreation Total	301,075	21,848	33.31%	299,657	77,679	21.49%	455,278	19,630	\$ 903,942	50.37%	517,618	41,392	\$ 1,364,724	57.93%
Home and Community Services	72,907	-	34.56%	65,935	-	32.21%	98,818	-	\$ 210,944	46.85%	95,083	-	\$ 204,702	46.45%
	57,245	-	32.54%	46,336	400	25.95%	66,097	-	\$ 175,896	37.58%	67,328	300	\$ 178,760	37.66%
	-	-	0.00%	1,486	-	62.28%	-	-	\$ 521	0.00%	2,304	-	\$ 2,386	96.56%
	6,781	4,105	22.56%	7,401	3,515	7.64%	8,171	3,468	\$ 30,328	26.94%	8,986	2,818	\$ 88,795	10.12%
Home and Community Services Total	136,933	4,105	32.78%	121,158	3,915	25.11%	173,086	3,468	\$ 417,689	41.44%	173,702	3,118	\$ 474,643	36.60%
Interfund Transfers	2,471,765	-	100.95%	2,444,350	-	100.00%	2,471,765	-	\$ 2,448,500	100.95%	2,444,350	-	\$ 2,444,350	100.00%
Interfund Transfers Total	2,471,765	-	100.95%	2,444,350	-	100.00%	2,471,765	-	\$ 2,448,500	100.95%	2,444,350	-	\$ 2,444,350	100.00%
Public Safety	6,221,604	-	45.90%	6,389,253	-	45.62%	7,859,399	-	\$ 13,555,761	57.98%	8,215,371	-	\$ 14,196,381	57.87%
	3,931,023	-	36.82%	3,767,737	-	35.61%	4,492,477	-	\$ 10,675,430	42.08%	4,800,177	-	\$ 10,597,653	45.29%
	52,646	6,245	82.87%	39,405	33,152	28.76%	52,646	33,899	\$ 63,525	82.87%	69,554	25,449	\$ 135,000	51.52%
	546,124	237,161	39.45%	485,649	240,092	40.15%	601,309	237,168	\$ 1,384,384	43.44%	646,290	183,665	\$ 1,189,573	54.33%
Public Safety Total	10,751,397	243,406	41.87%	10,882,043	273,244	41.26%	13,005,830	271,067	\$ 25,679,101	50.65%	13,731,592	209,114	\$ 26,119,107	52.57%
Transportation	343,495	-	43.54%	418,358	-	48.62%	421,344	-	\$ 788,932	53.41%	496,603	-	\$ 860,490	57.71%
	251,158	-	39.49%	198,397	-	29.07%	282,005	-	\$ 636,037	44.34%	267,149	-	\$ 682,381	39.15%
	30,614	-	11.69%	-	-	0.00%	30,614	-	\$ 261,890	11.69%	-	-	\$ 247,140	0.00%
	455,846	79,808	43.68%	503,463	105,083	43.10%	528,001	99,520	\$ 1,043,717	50.59%	585,136	78,878	\$ 1,147,262	51.00%
Transportation Total	1,081,112	79,808	39.59%	1,120,197	105,083	37.52%	1,261,964	99,520	\$ 2,750,576	46.22%	1,348,887	78,878	\$ 2,937,273	45.92%
Debt Service	13,944	14,201	49.54%	12,313	17,815	40.52%	13,944	14,201	\$ 28,145	49.54%	19,866	10,261	\$ 30,384	65.38%
	1,299,068	-	60.10%	383,440	-	23.02%	1,370,869	-	\$ 2,161,398	63.43%	909,526	-	\$ 1,665,737	54.60%
	614,632	49,603	46.41%	413,407	51,752	22.07%	912,826	41,408	\$ 1,324,316	68.93%	1,329,849	43,203	\$ 1,873,489	70.98%
	29,382	27,818	51.37%	26,131	24,833	14.63%	33,835	23,366	\$ 57,202	59.15%	30,611	20,353	\$ 178,636	17.14%
Debt Service Total	1,957,025	91,623	54.80%	1,852,203	94,400	22.28%	2,052,573	78,976	\$ 3,571,061	63.99%	2,289,852	73,817	\$ 3,748,246	61.09%
Financial Plan Savings	-	-	0.00%	-	-	0.00%	-	-	\$ -	0.00%	-	-	\$ 505,371	0.00%
Financial Plan Savings Total	-	-	0.00%	-	-	0.00%	-	-	\$ -	0.00%	-	-	\$ 505,371	0.00%
Grand Total	19,092,577	723,716	44.80%	18,097,112	842,279	40.88%	22,500,538	717,091	\$ 42,620,137	52.79%	23,549,683	682,353	\$ 44,271,132	53.19%

FUND	Revenue Description	2013		2014		2013		2014															
		Jan-Mar	% to budget	Jan-Jun	% to budget	Apr-Jul	Adjusted Budget	% to budget	Apr-Jul	Adjusted Budget	% to budget												
F	RENT 696 LITTLE BRITAIN																						
	SALE METERED WTR TO LOCALITIES.	\$ 4,800	50.00%	\$ 4,800	50.00%	\$ 5,600	58.33%	\$ 5,600	58.33%	\$ 5,600	58.33%	\$ 5,600	58.33%	\$ 5,600	58.33%	\$ 5,600	58.33%	\$ 5,600	58.33%	\$ 5,600	58.33%		
	SALE OF METERED WATER.	\$ 4,512	9.02%	\$ 4,512	9.02%	\$ 4,512	9.02%	\$ 4,512	9.02%	\$ 4,512	9.02%	\$ 4,512	9.02%	\$ 4,512	9.02%	\$ 4,512	9.02%	\$ 4,512	9.02%	\$ 4,512	9.02%		
	WATER FACILITY CHARGE	\$ 994,903	20.82%	\$ 1,132,893	25.18%	\$ 2,127,206	44.51%	\$ 4,778,825	44.51%	\$ 4,778,825	44.51%	\$ 4,498,825	44.51%	\$ 4,498,825	44.51%	\$ 4,498,825	44.51%	\$ 4,498,825	44.51%	\$ 4,498,825	44.51%		
	INTEREST & PENALTIES.	\$ 255,316	24.91%	\$ 271,496	26.49%	\$ 527,368	51.46%	\$ 1,024,802	51.46%	\$ 1,024,802	51.46%	\$ 1,024,802	51.46%	\$ 1,024,802	51.46%	\$ 1,024,802	51.46%	\$ 1,024,802	51.46%	\$ 1,024,802	51.46%		
	EARNINGS ON INVESTMENTS.	\$ 41,690	83.68%	\$ 30,361	59.53%	\$ 46,440	91.21%	\$ 49,821	91.21%	\$ 49,821	91.21%	\$ 51,000	91.21%	\$ 51,000	91.21%	\$ 51,000	91.21%	\$ 51,000	91.21%	\$ 51,000	91.21%	\$ 51,000	91.21%
	DEPARTMENTAL INCOME	\$ 936	0.00%	\$ 424	42.37%	\$ 866	0.00%	\$ 866	0.00%	\$ 866	0.00%	\$ 1,000	0.00%	\$ 1,000	0.00%	\$ 1,000	0.00%	\$ 1,000	0.00%	\$ 1,000	0.00%		
	TOTAL	\$ 1,802,046	22.05%	\$ 1,430,974	25.78%	\$ 2,712,092	45.57%	\$ 5,915,048	45.57%	\$ 5,915,048	45.57%	\$ 5,985,227	45.57%	\$ 5,985,227	45.57%	\$ 5,985,227	45.57%	\$ 5,985,227	45.57%	\$ 5,985,227	45.57%		
	G	EMPLOYEE HEALTH CONTRIBUTIONS	\$ 6,072	60.72%	\$ 5,214	52.14%	\$ 7,006	70.06%	\$ 10,000	70.06%	\$ 7,766	70.06%	\$ 10,000	70.06%	\$ 7,766	70.06%	\$ 10,000	70.06%	\$ 7,766	70.06%	\$ 10,000	70.06%	
		INSURANCE RECOVERIES	\$ 1,724	0.00%	\$ 465	0.00%	\$ 4,138	0.00%	\$ -	0.00%	\$ 465	0.00%	\$ -	0.00%	\$ 465	0.00%	\$ -	0.00%	\$ 465	0.00%	\$ -	0.00%	
		MISCELLANEOUS.	\$ 600	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	
		OTHER COMPENSATION FOR LOSS	\$ 205,000	0.00%	\$ -	0.00%	\$ 205,000	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	
		SEWER FUND - INTERFUND REVENUE ..	\$ 70,126	50.00%	\$ 27,159	25.00%	\$ 70,126	50.00%	\$ 140,252	50.00%	\$ 54,318	50.00%	\$ 108,636	50.00%	\$ 108,636	50.00%	\$ 108,636	50.00%	\$ 108,636	50.00%	\$ 108,636	50.00%	
		MISCELLANEOUS TOTAL	\$ 283,521	185.70%	\$ 32,838	27.68%	\$ 287,994	185.70%	\$ 150,252	185.70%	\$ 62,548	185.70%	\$ 118,636	185.70%	\$ 118,636	185.70%	\$ 118,636	185.70%	\$ 118,636	185.70%	\$ 118,636	185.70%	
		STATE AID-HOME & COMMUNITY SERVICE	\$ -	0.00%	\$ -	0.00%	\$ 3,205	0.00%	\$ -	0.00%	\$ 3,205	0.00%	\$ -	0.00%	\$ 3,205	0.00%	\$ -	0.00%	\$ 3,205	0.00%	\$ -	0.00%	
APPROPRIATED FUND BALANCE.		\$ 51,784	100.00%	\$ 272,792	100.00%	\$ 51,784	100.00%	\$ 51,784	100.00%	\$ 272,792	100.00%	\$ 272,792	100.00%	\$ 272,792	100.00%	\$ 272,792	100.00%	\$ 272,792	100.00%	\$ 272,792	100.00%		
APPROPRIATED FUND BALANCE TOTAL		\$ 52,784	100.00%	\$ 272,792	100.00%	\$ 52,784	100.00%	\$ 52,784	100.00%	\$ 272,792	100.00%	\$ 272,792	100.00%	\$ 272,792	100.00%	\$ 272,792	100.00%	\$ 272,792	100.00%	\$ 272,792	100.00%		
DEPARTMENTAL INCOME		\$ 1,011,350	21.14%	\$ 1,145,880	25.38%	\$ 2,159,324	45.13%	\$ 4,785,000	45.13%	\$ 2,268,832	45.13%	\$ 4,513,000	45.13%	\$ 4,513,000	45.13%	\$ 4,513,000	45.13%	\$ 4,513,000	45.13%	\$ 4,513,000	45.13%		
DEPARTMENTAL INCOME TOTAL		\$ 331,903	81.91%	\$ 27,482	67.03%	\$ 38,127	92.11%	\$ 41,391	92.11%	\$ 27,482	92.11%	\$ 41,000	92.11%	\$ 41,000	92.11%	\$ 41,000	92.11%	\$ 41,000	92.11%	\$ 41,000	92.11%		
LIENCES & PERMITS		\$ 1,645,252	21.66%	\$ 1,173,061	25.06%	\$ 2,197,450	45.53%	\$ 4,824,201	45.53%	\$ 2,296,314	45.53%	\$ 4,554,000	45.53%	\$ 4,554,000	45.53%	\$ 4,554,000	45.53%	\$ 4,554,000	45.53%	\$ 4,554,000	45.53%		
TOTAL		\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%		
S		EMPLOYEE HEALTH CONTRIBUTIONS	\$ 7,307	68.86%	\$ 3,481	45.33%	\$ 4,203	55.33%	\$ 5,200	68.86%	\$ 4,905	68.86%	\$ 7,680	68.86%	\$ 7,680	68.86%	\$ 7,680	68.86%	\$ 7,680	68.86%	\$ 7,680	68.86%	
		INTERFUND TRANSFERS.	\$ 1,767,402	0.00%	\$ 1,767,402	0.00%	\$ 1,767,402	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	
	SEVERN TRENT SLUDGE CREDIT	\$ 24,178	0.00%	\$ -	0.00%	\$ 28,500	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%		
	SEWER SERVICES FOR OTHER GOVTS.	\$ -	0.00%	\$ 253,187	38.19%	\$ -	0.00%	\$ 662,895	38.19%	\$ 451,242	38.19%	\$ 662,895	38.19%	\$ 662,895	38.19%	\$ 662,895	38.19%	\$ 662,895	38.19%	\$ 662,895	38.19%		
	TOWN OF NEWBROUGH DEBT REIM.	\$ 71,809	181.33%	\$ -	0.00%	\$ 71,809	181.33%	\$ 39,169	181.33%	\$ -	0.00%	\$ 167,933	181.33%	\$ -	0.00%	\$ 167,933	181.33%	\$ -	0.00%	\$ 167,933	181.33%		
	EARNINGS ON INVESTMENTS.	\$ 781	0.00%	\$ -	0.00%	\$ 903	0.00%	\$ -	0.00%	\$ 15	0.00%	\$ 1,000	0.00%	\$ 15	0.00%	\$ 1,000	0.00%	\$ 15	0.00%	\$ 1,000	0.00%		
	MISCELLANEOUS TOTAL	\$ 1,875,058	26.11%	\$ 254,668	33.23%	\$ 3,864,124	26.11%	\$ 707,264	26.11%	\$ 456,163	26.11%	\$ 907,508	26.11%	\$ 907,508	26.11%	\$ 907,508	26.11%	\$ 907,508	26.11%	\$ 907,508	26.11%		
	APPROPRIATED FUND BALANCE.	\$ 452,777	100.00%	\$ 234,639	100.00%	\$ 452,777	100.00%	\$ 452,777	100.00%	\$ 234,639	100.00%	\$ 234,639	100.00%	\$ 234,639	100.00%	\$ 234,639	100.00%	\$ 234,639	100.00%	\$ 234,639	100.00%		
	APPROPRIATED FUND BALANCE TOTAL	\$ 452,777	100.00%	\$ 234,639	100.00%	\$ 452,777	100.00%	\$ 452,777	100.00%	\$ 234,639	100.00%	\$ 234,639	100.00%	\$ 234,639	100.00%	\$ 234,639	100.00%	\$ 234,639	100.00%	\$ 234,639	100.00%		
	DEPARTMENTAL INCOME	\$ 1,600,455	51.88%	\$ 1,529,575	47.77%	\$ 2,449,620	30.84%	\$ 3,084,775	30.84%	\$ 2,794,263	30.84%	\$ 3,200,000	30.84%	\$ 3,200,000	30.84%	\$ 3,200,000	30.84%	\$ 3,200,000	30.84%	\$ 3,200,000	30.84%		
	DUMFRIES PERMITS.	\$ 2,050	44.57%	\$ 970	21.09%	\$ 2,530	55.00%	\$ 4,600	55.00%	\$ 3,340	55.00%	\$ 4,600	55.00%	\$ 4,600	55.00%	\$ 4,600	55.00%	\$ 4,600	55.00%	\$ 4,600	55.00%		
	EMPLOYEE HEALTH CONTRIBUTIONS	\$ 7,828	50.18%	\$ 7,014	42.00%	\$ 9,180	58.84%	\$ 15,600	58.84%	\$ 9,605	58.84%	\$ 16,700	58.84%	\$ 16,700	58.84%	\$ 16,700	58.84%	\$ 16,700	58.84%	\$ 16,700	58.84%		
	INSURANCE RECOVERIES	\$ 718	0.00%	\$ -	0.00%	\$ 718	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%		
	INTEREST AND PENALTIES ON SANITATION	\$ 31,147	103.82%	\$ 23,558	65.44%	\$ 30,557	121.88%	\$ 30,000	121.88%	\$ 23,558	121.88%	\$ 36,000	121.88%	\$ 36,000	121.88%	\$ 36,000	121.88%	\$ 36,000	121.88%	\$ 36,000	121.88%		
	NEWSPAPER RECYCLING.	\$ 3,825	42.50%	\$ 5,821	48.51%	\$ 5,434	60.38%	\$ 9,000	60.38%	\$ 7,502	60.38%	\$ 12,000	60.38%	\$ 12,000	60.38%	\$ 12,000	60.38%	\$ 12,000	60.38%	\$ 12,000	60.38%		
SANITATION FINES	\$ -	0.00%	\$ (474)	0.00%	\$ -	0.00%	\$ -	0.00%	\$ (474)	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%			
SANITATION-SPECIAL BULK PICKUP.	\$ 1,273	43.88%	\$ 1,020	42.50%	\$ 1,273	43.88%	\$ 2,900	43.88%	\$ 1,425	43.88%	\$ 2,400	43.88%	\$ 2,400	43.88%	\$ 2,400	43.88%	\$ 2,400	43.88%	\$ 2,400	43.88%			
REFUND OF PRIOR YEARS EXPENDITURES	\$ (1,035)	0.00%	\$ (1,075)	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%			
EARNINGS ON INVESTMENTS	\$ -	0.00%	\$ (64)	0.00%	\$ (64)	0.00%	\$ -	0.00%	\$ (60)	0.00%	\$ -	0.00%	\$ (60)	0.00%	\$ -	0.00%	\$ (60)	0.00%	\$ -	0.00%			
DEPARTMENTAL INCOME TOTAL	\$ 1,646,260	52.31%	\$ 1,566,021	47.88%	\$ 2,544,233	31.46%	\$ 3,146,875	31.46%	\$ 2,594,160	31.46%	\$ 3,271,700	31.46%	\$ 3,271,700	31.46%	\$ 3,271,700	31.46%	\$ 3,271,700	31.46%	\$ 3,271,700	31.46%			
TOTAL	\$ 3,146,260	52.31%	\$ 2,566,021	47.88%	\$ 4,288,466	52.31%	\$ 5,293,750	52.31%	\$ 3,888,320	52.31%	\$ 5,543,400	52.31%	\$ 5,543,400	52.31%	\$ 5,543,400	52.31%	\$ 5,543,400	52.31%	\$ 5,543,400	52.31%			
GRAND TOTAL	\$ 6,655,699	43.62%	\$ 4,976,442	33.25%	\$ 9,684,159	43.62%	\$ 15,261,891	43.62%	\$ 8,506,580	43.62%	\$ 14,967,552	43.62%	\$ 14,967,552	43.62%	\$ 14,967,552	43.62%	\$ 14,967,552	43.62%	\$ 14,967,552	43.62%			

FUND	Expense Description	Group Description	2013 Enterprise-Expense Jan-Jun				2014 Enterprise-Expense Jan-Jun				2013 Enterprise-Expense Jan-Jul				2014 Enterprise-Expense Jan-Jul						
			Activity	YTD Encumbered	% to budget	YTD Encumbered	Activity	YTD Encumbered	% to budget	Adjusted Budget	YTD Encumbered	Activity	YTD Encumbered	% to budget	Adjusted Budget	YTD Encumbered	% to budget				
																		Adjusted Budget	% to budget	Adjusted Budget	% to budget
Home and Community Services	Salaries		\$ 448,930	\$ -	43.56%	\$ 461,811	\$ -	41.94%	\$ 1,030,549	\$ 560,298	\$ -	54.37%	\$ 1,101,217	\$ 577,168	\$ -	52.41%					
			\$ 304,506	\$ 500	35.72%	\$ 270,110	\$ 500	30.48%	\$ 706,308	\$ 295,215	\$ -	40.65%	\$ 886,104	\$ 348,361	\$ -	39.30%					
			\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 3,624	\$ -	\$ -	\$ -	0.00%	\$ -	\$ 1,349	\$ 4,341	\$ -	5.34%			
			\$ 63	\$ -	72.52%	\$ 23	\$ 5,000	19.58%	\$ 87	\$ -	\$ -	\$ -	0.00%	\$ -	\$ 64	\$ -	55.05%				
			\$ 1,762	\$ -	48.87%	\$ 2,154	\$ -	43.87%	\$ 1,762	\$ -	\$ 3,605	\$ 1,762	48.87%	\$ -	\$ 2,468	\$ -	50.24%				
			\$ 336,973	\$ 103,045	37.13%	\$ 360,916	\$ 88,281	46.68%	\$ 364,791	\$ 109,165	\$ 906,972	\$ 437,963	\$ 101,402	\$ 40.22%	\$ 793,125	\$ 437,963	\$ 55,222	55.22%			
			\$ 126,932	\$ -	17.17%	\$ 126,932	\$ -	14.07%	\$ 178,459	\$ -	\$ 865,152	\$ 126,932	\$ -	29.63%	\$ 886,980	\$ 126,932	\$ -	14.28%			
			\$ 1,218,906	\$ 103,545	34.47%	\$ 1,219,825	\$ 93,281	32.95%	\$ 1,400,688	\$ 111,373	\$ 3,536,047	\$ 1,400,688	\$ 105,744	\$ 39.61%	\$ 3,701,654	\$ 1,494,201	\$ -	40.37%			
			\$ 632,052	\$ -	59.76%	\$ 428,991	\$ -	39.09%	\$ 632,052	\$ -	\$ 1,057,603	\$ 632,052	\$ -	59.76%	\$ 1,057,603	\$ 632,052	\$ -	59.76%			
			\$ 328,964	\$ -	39.52%	\$ 91,376	\$ -	0.00%	\$ 410,620	\$ -	\$ 823,516	\$ 410,620	\$ -	49.86%	\$ 471,570	\$ 288,420	\$ -	60.90%			
Home and Community Services	Benefits		\$ 338,964	\$ 103,545	35.60%	\$ 91,376	\$ -	7.74%	\$ 1,529,851	\$ 2,443,260	\$ 311,373	\$ 36.84%	\$ 1,181,116	\$ 288,420	\$ -	24.42%					
			\$ 2,179,922	\$ 103,545	35.60%	\$ 1,740,192	\$ 93,281	29.10%	\$ 2,443,260	\$ 311,373	\$ 6,153,691	\$ 2,443,260	\$ 105,744	\$ 39.90%	\$ 5,982,450	\$ 2,443,260	\$ 40.71%				
			\$ 173,349	\$ -	43.09%	\$ 173,266	\$ -	43.99%	\$ 216,460	\$ -	\$ 402,286	\$ 216,460	\$ -	53.81%	\$ 393,844	\$ 217,013	\$ -	55.10%			
			\$ 73,911	\$ -	27.46%	\$ 71,847	\$ -	26.99%	\$ 83,621	\$ -	\$ 269,162	\$ 83,621	\$ -	31.07%	\$ 266,193	\$ 93,147	\$ -	34.99%			
			\$ 92,149	\$ 62,351	14.46%	\$ 10,450	\$ -	0.00%	\$ 152,187	\$ -	\$ 637,453	\$ 255,872	\$ -	23.87%	\$ 125,000	\$ 10,450	\$ -	0.00%			
			\$ 248,320	\$ 64,988	64.98%	\$ 8,669	\$ -	3.35%	\$ 255,872	\$ -	\$ 382,168	\$ 255,872	\$ -	66.95%	\$ 259,133	\$ 137,795	\$ -	53.18%			
			\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 120,974	\$ -	\$ 120,974	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%			
			\$ 1,088,236	\$ 950,164	43.29%	\$ 1,298,433	\$ 1,063,302	52.34%	\$ 1,264,745	\$ 797,591	\$ 2,513,905	\$ 1,264,745	\$ 942,159	\$ 50.31%	\$ 2,547,193	\$ 1,508,004	\$ -	59.20%			
			\$ 8,948	\$ 15,000	1.74%	\$ 6,407	\$ -	0.92%	\$ 8,948	\$ 15,000	\$ 515,242	\$ 8,948	\$ -	1.74%	\$ 603,126	\$ 16,015	\$ -	2.66%			
			\$ 1,684,913	\$ 1,028,014	34.80%	\$ 1,569,073	\$ 1,063,302	35.48%	\$ 1,981,832	\$ 812,591	\$ 4,841,190	\$ 1,981,832	\$ 942,159	\$ 40.94%	\$ 4,421,880	\$ 1,982,424	\$ -	44.83%			
Home and Community Services	Debt Interest		\$ 763,678	\$ -	57.82%	\$ 490,972	\$ -	36.49%	\$ 1,320,853	\$ 763,678	\$ -	57.82%	\$ 1,345,430	\$ 775,794	\$ -	57.66%					
			\$ 763,678	\$ -	57.82%	\$ 490,972	\$ -	36.49%	\$ 1,320,853	\$ 763,678	\$ -	57.82%	\$ 1,345,430	\$ 775,794	\$ -	57.66%					
			\$ 2,448,591	\$ 1,028,014	39.74%	\$ 2,060,845	\$ 1,063,302	35.72%	\$ 2,745,510	\$ 812,591	\$ 6,162,043	\$ 2,745,510	\$ 942,159	\$ 44.56%	\$ 5,767,310	\$ 2,745,510	\$ 47.83%				
			\$ 357,296	\$ -	40.97%	\$ 341,105	\$ -	31.76%	\$ 446,082	\$ -	\$ 872,139	\$ 446,082	\$ -	51.15%	\$ 1,074,096	\$ 423,965	\$ -	39.47%			
			\$ 299,726	\$ -	38.07%	\$ 244,725	\$ -	33.79%	\$ 298,842	\$ -	\$ 682,157	\$ 298,842	\$ -	43.81%	\$ 724,165	\$ 315,088	\$ -	43.51%			
			\$ 11,211	\$ -	63.93%	\$ -	\$ -	0.00%	\$ 11,211	\$ -	\$ 17,000	\$ 11,211	\$ -	65.93%	\$ 11,446	\$ 5,792	\$ -	50.60%			
			\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	\$ 265	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%			
			\$ 19,900	\$ -	97.91%	\$ 19,900	\$ -	0.00%	\$ 19,900	\$ -	\$ 20,324	\$ 19,900	\$ -	97.91%	\$ 20,324	\$ 19,900	\$ -	97.91%			
			\$ 319,362	\$ 536,908	31.71%	\$ 282,923	\$ 484,975	32.30%	\$ 454,595	\$ 412,851	\$ 1,007,256	\$ 454,595	\$ 342,714	\$ 45.13%	\$ 875,890	\$ 437,619	\$ -	49.96%			
			\$ 6,009	\$ -	27.70%	\$ 4,398	\$ -	23.27%	\$ 6,009	\$ -	\$ 21,696	\$ 6,009	\$ -	27.70%	\$ 18,895	\$ 5,206	\$ -	28.08%			
\$ 973,504	\$ 536,908	37.14%	\$ 873,150	\$ 484,975	32.22%	\$ 1,236,639	\$ 412,851	\$ 2,620,841	\$ 1,236,639	\$ 342,714	\$ 47.18%	\$ 2,710,038	\$ 1,187,769	\$ -	43.83%						
Home and Community Services	Debt		\$ 17,792	\$ -	50.00%	\$ 7,479	\$ -	25.00%	\$ 35,383	\$ 17,792	\$ -	50.00%	\$ 29,917	\$ 14,958	\$ -	50.00%					
			\$ 293,578	\$ -	56.71%	\$ 199,200	\$ -	37.46%	\$ 510,661	\$ 289,578	\$ -	56.71%	\$ 531,745	\$ 310,050	\$ -	58.31%					
			\$ 307,370	\$ -	56.27%	\$ 206,679	\$ -	36.80%	\$ 307,370	\$ -	\$ 546,244	\$ 307,370	\$ -	56.27%	\$ 561,662	\$ 325,008	\$ -	57.87%			
			\$ 1,280,874	\$ 536,908	40.44%	\$ 1,079,829	\$ 484,975	33.01%	\$ 1,544,009	\$ 412,851	\$ 3,167,085	\$ 1,544,009	\$ 342,714	\$ 48.75%	\$ 3,271,700	\$ 1,512,777	\$ -	46.24%			
			\$ 5,909,387	\$ 1,668,463	38.24%	\$ 4,880,866	\$ 1,641,558	32.49%	\$ 6,752,779	\$ 1,536,815	\$ 15,452,629	\$ 6,752,779	\$ 1,396,617	\$ 43.57%	\$ 15,019,290	\$ 6,705,449	\$ -	44.65%			
			Grand Total			\$ 448,930	\$ 103,545	34.47%	\$ 461,811	\$ 93,281	32.95%	\$ 1,030,549	\$ 560,298	\$ 111,373	\$ 39.61%	\$ 3,701,654	\$ 1,494,201	\$ -	40.37%		
						\$ 304,506	\$ 500	35.72%	\$ 270,110	\$ 500	30.48%	\$ 706,308	\$ 295,215	\$ -	40.65%	\$ 886,104	\$ 348,361	\$ -	39.30%		
						\$ 63	\$ -	0.00%	\$ 23	\$ 5,000	19.58%	\$ 87	\$ -	\$ -	\$ -	0.00%	\$ -	\$ 1,349	\$ 4,341	\$ -	5.34%
						\$ 1,762	\$ -	48.87%	\$ 2,154	\$ -	43.87%	\$ 1,762	\$ -	\$ 3,605	\$ 1,762	48.87%	\$ -	\$ 2,468	\$ -	50.24%	
						\$ 336,973	\$ 103,045	37.13%	\$ 360,916	\$ 88,281	46.68%	\$ 364,791	\$ 109,165	\$ 906,972	\$ 437,963	\$ 101,402	\$ 40.22%	\$ 793,125	\$ 437,963	\$ 55,222	55.22%
\$ 126,932	\$ -	17.17%				\$ 126,932	\$ -	14.07%	\$ 178,459	\$ -	\$ 865,152	\$ 126,932	\$ -	29.63%	\$ 886,980	\$ 126,932	\$ -	14.28%			
\$ 1,218,906	\$ 103,545	34.47%				\$ 1,219,825	\$ 93,281	32.95%	\$ 1,400,688	\$ 111,373	\$ 3,536,047	\$ 1,400,688	\$ 105,744	\$ 39.61%	\$ 3,701,654	\$ 1,494,201	\$ -	40.37%			
\$ 632,052	\$ -	59.76%				\$ 428,991	\$ -	39.09%	\$ 632,052	\$ -	\$ 1,057,603	\$ 632,052	\$ -	59.76%	\$ 1,057,603	\$ 632,052	\$ -	59.76%			
\$ 328,964	\$ -	39.52%				\$ 91,376	\$ -	0.00%	\$ 410,620	\$ -	\$ 823,516	\$ 410,620	\$ -	49.86%	\$ 471,570	\$ 288,420	\$ -	60.90%			
\$ 338,964	\$ 103,545	35.60%				\$ 91,376	\$ -	7.74%	\$ 1,529,851	\$ 2,443,260	\$ 1,529,851	\$ 2,443,260	\$ 311,373	\$ 36.84%	\$ 1,181,116	\$ 288,420	\$ -	24.42%			
\$ 2,179,922	\$ 103,545	35.60%	\$ 1,740,192	\$ 93,281	29.10%	\$ 2,443,260	\$ 311,373	\$ 6,153,691	\$ 2,443,260	\$ 105,744	\$ 39.90%	\$ 5,982,450	\$ 2,443,260	\$ 40.71%							
Home and Community Services	Benefits		\$ 173,349	\$ -	43.09%	\$ 173,266	\$ -	43.99%	\$ 216,460	\$ -	\$ 402,286	\$ 216,460	\$ -	53.81%	\$ 393,844	\$ 217,013	\$ -	55.10%			
			\$ 73,911	\$ -	27.46%	\$ 71,847	\$ -	26.99%	\$ 83,621	\$ -	\$ 269,162	\$ 83,621	\$ -	31.07%	\$ 266,193	\$ 93,147	\$ -	34.99%			
			\$ 92,149	\$ 62,351	14.46%	\$ 10,450	\$ -	0.00%	\$ 152,187	\$ -	\$ 637,453	\$ 255,872	\$ -	23.87%	\$ 125,000	\$ 10,450	\$ -	0.00%			
			\$ 248,320	\$ 64,988	64.98%	\$ 8,669	\$ -	3.35%	\$ 255,872	\$ -	\$ 382,168	\$ 255,872	\$ -	66.95%	\$ 259,133	\$ 137,795	\$ -	53.18%			
			\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 120,974	\$ -	\$ 120,974	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%			
			\$ 1,088,236	\$ 950,164	43.29%	\$ 1,298,433	\$ 1,063,302	52.34%	\$ 1,264,745	\$ 797,591	\$ 2,513,905	\$ 1,264,745	\$ 942,159	\$ 50.31%	\$ 2,547,193	\$ 1,508,004	\$ -	59.20%			
			\$ 8,948	\$ 15,000	1.74%	\$ 6,407	\$ -	0.92%	\$ 8,948	\$ 15,000	\$ 515,242	\$ 8,948	\$ -	1.74%	\$ 603,126	\$ 16,015	\$ -	2.66%			
			\$ 1,684,913	\$ 1,028,014	34.80%	\$ 1,569,073	\$ 1,063,302	35.48%	\$ 1,981,832	\$ 812,591	\$ 4,841,190	\$ 1,981,832	\$ 942,159	\$ 40.94%	\$ 4,421,880	\$ 1,982,424	\$ -	44.83%			
			\$ 763,678	\$ -	57.82%	\$ 490,972	\$ -	36.49%	\$ 1,320,853	\$ 763,678	\$ -	\$ 1,320,853	\$ 763,678	\$ -	57.82%	\$ 1,345,430	\$ 775,794	\$ -	57.66%		
			\$ 2,448,591	\$ 1,028,014	39.74%	\$ 2,060,845	\$ 1,063,302	35.72%	\$ 2,745,510	\$ 812,591	\$ 6,162,043	\$ 2,745,510	\$ 942,159	\$ 44.56%	\$ 5,767,310	\$ 2,745,510	\$ 47.83%				
Home and Community Services	Debt Interest		\$ 357,296	\$ -	40.97%	\$ 341,105	\$ -	31.76%	\$ 446,082	\$ -	\$ 872,139	\$ 446,082	\$ -	51.15%	\$ 1,074,096	\$ 423,965	\$ -	39.47%			
			\$ 299,726	\$ -	38.07%	\$ 244,725	\$ -	33.79%	\$ 298,842	\$ -	\$ 682,157	\$ 298,842	\$ -	43.81%	\$ 724,165	\$ 315,088	\$ -	43.51%			
			\$ 11,211	\$ -	63.93%	\$ -	\$ -	0.00%	\$ 11,211	\$ -	\$ 17,000	\$ 11,211	\$ -	65.93%	\$ 11,446	\$ 5,792	\$ -	50.60%			
			\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	\$ 265	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%			
			\$ 19,900	\$ -	97.91%	\$ 19,900	\$ -	0.00%	\$ 19,900	\$ -	\$ 20,324	\$ 19,900	\$ -	97.91%	\$ 20,324	\$ 19,900	\$ -	97.91%			
			\$ 319,362	\$ 536,908	31.71%	\$ 282,923	\$ 484,975	32.30%	\$ 454,595	\$ 412,851	\$ 1,007,256	\$ 454,595	\$ 342,714	\$ 45.13%	\$ 87						

Expense Description	Department Name	ACCOUNT DESCRIPTION	2013			2014			2013			2014			
			Overtime - General Fund		% to budget	Overtime - General Fund		% to budget	Overtime - General Fund		% to budget	Overtime - General Fund		% to budget	
			Activity	Jan-June	Jan-June	Activity	Jan-June	Jan-June	Activity	Jan-Jul	Jan-Jul	Activity	Jan-Jul	Jan-Jul	
General Government Support	City Comptroller	OVERTIME..	\$ 2,206	43.25%	\$ 3,409	85.24%	\$ 3,454	67.73%	\$ 5,100	67.73%	\$ 3,409	85.24%	\$ 4,000	85.24%	
	City Comptroller Total		\$ 2,206	43.25%	\$ 3,409	85.24%	\$ 3,454	67.73%	\$ 5,100	67.73%	\$ 3,409	85.24%	\$ 4,000	85.24%	
	DPW: Municipal Buildings	OVERTIME..	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 1,000	0.00%	\$ -	0.00%	\$ 1,000	0.00%	
	DPW: Municipal Buildings Total		\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 1,000	0.00%	\$ -	0.00%	\$ 1,000	0.00%	
	DPW: Property Management - Maintenance	OVERTIME..	\$ 139	13.92%	\$ -	0.00%	\$ 139	13.92%	\$ 1,000	13.92%	\$ -	0.00%	\$ 1,000	0.00%	
	DPW: Property Management - Maintenance Total		\$ 139	13.92%	\$ -	0.00%	\$ 139	13.92%	\$ 1,000	13.92%	\$ -	0.00%	\$ 1,000	0.00%	
	Engineering	OVERTIME..	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 5,000	0.00%	
	Engineering Total		\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 5,000	0.00%	
	Information Systems	OVERTIME..	\$ -	0.00%	\$ 709	35.47%	\$ 1,268	63.41%	\$ 2,000	63.41%	\$ 1,016	50.79%	\$ 2,000	50.79%	
	Information Systems Total		\$ -	0.00%	\$ 709	35.47%	\$ 1,268	63.41%	\$ 2,000	63.41%	\$ 1,016	50.79%	\$ 2,000	50.79%	
	Traffic Violations Bureau	OVERTIME	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 69	0.00%	\$ -	0.00%	\$ 100	0.00%	
	Traffic Violations Bureau Total		\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 69	0.00%	\$ -	0.00%	\$ 100	0.00%	
	General Government Support Total		\$ 2,345	25.57%	\$ 4,119	31.44%	\$ 4,862	53.02%	\$ 9,169	53.02%	\$ 4,425	33.78%	\$ 13,100	33.78%	
	Public Safety	Code Compliance	OVERTIME..	\$ 866	45.60%	\$ 571	11.43%	\$ 866	45.60%	\$ 1,900	45.60%	\$ 571	11.43%	\$ 5,000	11.43%
		Code Compliance Total		\$ 866	45.60%	\$ 571	11.43%	\$ 866	45.60%	\$ 1,900	45.60%	\$ 571	11.43%	\$ 5,000	11.43%
DPW: On-Street Parking		OVERTIME..	\$ 31	100.00%	\$ -	0.00%	\$ 31	100.00%	\$ 31	100.00%	\$ -	0.00%	\$ -	0.00%	
DPW: On-Street Parking Total			\$ 31	100.00%	\$ -	0.00%	\$ 31	100.00%	\$ 31	100.00%	\$ -	0.00%	\$ -	0.00%	
DPW: Traffic Control		OVERTIME..	\$ 4,650	66.43%	\$ 368	7.36%	\$ 5,200	74.29%	\$ 7,000	74.29%	\$ 1,006	20.13%	\$ 5,000	20.13%	
DPW: Traffic Control Total			\$ 4,650	66.43%	\$ 368	7.36%	\$ 5,200	74.29%	\$ 7,000	74.29%	\$ 1,006	20.13%	\$ 5,000	20.13%	
Fire		OVERTIME..	\$ 496,581	44.52%	\$ 544,143	58.32%	\$ 674,601	60.50%	\$ 1,115,000	60.50%	\$ 663,718	71.14%	\$ 933,000	71.14%	
FIRE TRAINING		OVERTIME..	\$ -	0.00%	\$ 524	2.62%	\$ 1,436	11.96%	\$ 12,000	11.96%	\$ 524	2.62%	\$ 20,000	2.62%	
Fire Total			\$ 496,581	44.04%	\$ 544,667	57.15%	\$ 676,037	59.99%	\$ 1,127,000	59.99%	\$ 664,242	69.70%	\$ 953,000	69.70%	
Police		OVERTIME..	\$ 567,291	56.73%	\$ 508,783	63.60%	\$ 690,645	69.06%	\$ 1,000,000	69.06%	\$ 643,263	83.54%	\$ 770,000	83.54%	
COMMUNITY OUTREACH		OVERTIME	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 10,000	0.00%	
COURT OVERTIME..		OVERTIME	\$ 96,922	80.77%	\$ 120,057	100.05%	\$ 113,561	94.63%	\$ 120,000	94.63%	\$ 150,087	100.06%	\$ 150,000	100.06%	
SPECIAL EVENT/DETAIL		OVERTIME..	\$ 691	6.91%	\$ 535	5.35%	\$ 1,151	11.51%	\$ 10,000	11.51%	\$ 670	6.70%	\$ 10,000	6.70%	
Police Total			\$ 664,994	58.84%	\$ 629,375	66.95%	\$ 805,357	71.27%	\$ 1,130,000	71.27%	\$ 794,019	84.47%	\$ 940,000	84.47%	
Public Safety Total			\$ 1,166,833	51.49%	\$ 1,174,981	61.74%	\$ 1,487,492	65.65%	\$ 2,265,931	65.65%	\$ 1,459,839	76.71%	\$ 1,903,000	76.71%	

Expense Description	Department Name	ACCOUNT DESCRIPTION	2013			2014			2013			2014		
			Overtime - General Fund		Overtime - General Fund		Overtime - General Fund		Overtime - General Fund		Overtime - General Fund		Overtime - General Fund	
			Activity	% to budget	Adjusted Budget	% to budget								
Culture and Recreation	Delano-Hitch Pool	OVERTIME..	\$ -	0.00%	\$ -	0.00%	\$ 1,833	73.34%	\$ 2,500	73.34%	\$ 3,154	0.00%		
	Delano-Hitch Pool Total		\$ -	0.00%	\$ -	0.00%	\$ 1,833	73.34%	\$ 2,500	73.34%	\$ 3,154	0.00%		
	DPW: DH Park & Stadium	OVERTIME..	\$ -	0.00%	\$ 50	0.45%	\$ 1,446	13.15%	\$ 11,000	13.15%	\$ 293	2.66%		
	DPW: DH Park & Stadium Total		\$ -	0.00%	\$ 50	0.45%	\$ 1,446	13.15%	\$ 11,000	13.15%	\$ 293	2.66%		
	DPW: Parks	OVERTIME..	\$ 2,716	54.31%	\$ 245	4.09%	\$ 3,956	79.11%	\$ 5,000	79.11%	\$ 252	4.20%		
	DPW: Parks Total		\$ 2,716	54.31%	\$ 245	4.09%	\$ 3,956	79.11%	\$ 5,000	79.11%	\$ 252	4.20%		
	POW	OVERTIME	\$ -	0.00%	\$ -	0.00%	\$ 259	36.96%	\$ 700	36.96%	\$ -	0.00%		
	POW Total		\$ -	0.00%	\$ -	0.00%	\$ 259	36.96%	\$ 700	36.96%	\$ -	0.00%		
	Recreation	OVERTIME..	\$ -	0.00%	\$ 666	0.00%	\$ 1,803	64.40%	\$ 2,800	64.40%	\$ 2,316	0.00%		
	Recreation Total		\$ -	0.00%	\$ 666	0.00%	\$ 1,803	64.40%	\$ 2,800	64.40%	\$ 2,316	0.00%		
	Summer Camp	OVERTIME	\$ -	0.00%	\$ -	0.00%	\$ 992	99.23%	\$ 1,000	99.23%	\$ 726	0.00%		
	Summer Camp Total		\$ -	0.00%	\$ -	0.00%	\$ 992	99.23%	\$ 1,000	99.23%	\$ 726	0.00%		
	Culture and Recreation Total		\$ 2,716	11.81%	\$ 961	5.65%	\$ 10,290	44.74%	\$ 23,000	44.74%	\$ 6,740	39.65%		
	Transportation	DPW: Garage	OVERTIME..	\$ 22,031	74.43%	\$ 1,599	13.32%	\$ 26,198	88.51%	\$ 29,600	88.51%	\$ 3,133	26.11%	
		DPW: Garage Total		\$ 22,031	74.43%	\$ 1,599	13.32%	\$ 26,198	88.51%	\$ 29,600	88.51%	\$ 3,133	26.11%	
DPW: Police Garage		OVERTIME..	\$ 893	14.88%	\$ 16,750	67.00%	\$ 893	14.88%	\$ 6,000	14.88%	\$ 16,750	67.00%		
DPW: Police Garage Total			\$ 893	14.88%	\$ 16,750	67.00%	\$ 893	14.88%	\$ 6,000	14.88%	\$ 16,750	67.00%		
DPW: Snow Removal		OVERTIME..	\$ -	0.00%	\$ 37,011	67.29%	\$ -	0.00%	\$ 55,000	0.00%	\$ 37,011	67.29%		
DPW: Snow Removal Total			\$ -	0.00%	\$ 37,011	67.29%	\$ -	0.00%	\$ 55,000	0.00%	\$ 37,011	67.29%		
DPW: Streets and Bridges		OVERTIME..	\$ 8,039	41.44%	\$ 6,307	63.07%	\$ 9,523	49.09%	\$ 19,400	49.09%	\$ 6,676	66.76%		
DPW: Streets and Bridges Total			\$ 8,039	41.44%	\$ 6,307	63.07%	\$ 9,523	49.09%	\$ 19,400	49.09%	\$ 6,676	66.76%		
Transportation Total			\$ 30,963	28.15%	\$ 61,667	60.46%	\$ 36,613	33.28%	\$ 110,000	33.28%	\$ 63,570	62.32%		
Grand Total			\$ 1,202,857	49.95%	\$ 1,241,728	61.02%	\$ 1,539,256	63.92%	\$ 2,408,100	63.92%	\$ 1,534,574	75.41%		

RESOLUTION #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 p.m. 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 p.m. 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.

Mayor Kennedy read the resolution to the audience.

Councilwoman Abrams noted that she was happy about this because she thought that this would stop the criminals from selling tobacco which kills four hundred thousand Americans every year. She prays that no one ever has to see a loved one die from emphysema or lung cancer. They were going to try to do what they could as a City Council to stop the marketing of this poison in our City to our children. They were trying to get the stores to put their signs behind something so that they are not visible because it's advertising but they were informed by the Lawyers for the Tobacco Companies that such a law infringes on their freedom of speech. As a result, they received a letter stating that they can't do this so she is in

favor of taking it back and revisiting it and she hopes that very shortly they will be able to pass a better resolution restricting the sale of tobacco in this City to anyone under the age of twenty-one.

Mayor Kennedy said that they will be reviewing this particular piece of legislation and they are working with legal advice to insure that what they pass will stand the test of the legal system and be able to help move our City forward. They look forward to working with Team Newburgh who has been a great partner in this project.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Kamesha Burden, 26 Mullins Lane, said that she is one of the representatives of Pop Warner and she was told that the Council was trying to take their Tag Sale away. The City is not giving them any money and standing on the street is the only means of funding that they have. They do not have uniforms to fit the children and there are over four hundred children in the program so they need funding from the City of Newburgh. They stand on the corner of Water and Washington Street where they have been harassed and they are asking for help.

Tanya Neil, 106 Renwick Street, Executive Board member for Pop Warner, said that she and her two daughters have been out there every day since March raising money for these kids. They keep hearing that Newburgh is supposed to be giving them money but they have never seen it. They have been cussed at and harassed but if they don't stand up for these kids who will so they are asking for donations. Everyone wants the kids off the streets and this program is for girls and boys ages five to fifteen.

Pastor Austin, Youth Empowerment Center, said that on Saturday, August 23rd the youth at the Youth Empowerment Center have decorated beautiful boxes in honor of our Deputy Mayor, Regina Angelo, founding member Deidre Glenn's mother, Bonnie Collins and Timothy Hayes-El as well as others who are the founding members of the Youth Empowerment Center. She told the Council that they will be receiving an Annual Report summarizing what they have accomplished and she noted that good work is being done at the Youth Empowerment Center contrary to a lot of conflicting information. They have accomplished all of their goals in spite of obstacles but they have sixteen computers that have been sitting in a closet since January because they can't get Wi-Fi. They were told that this isn't a feeding program but you can't educate minds that are hungry. When children show up and say that they are hungry, you have to feed them and they have provided over four hundred meals this year since September.

Michael Gabor, City of Newburgh, said that it is good to see that they will be appointing members to the Board of Ethics and he hopes that they will consider the Board members that are not already serving on other Boards.

Dawn Wilkin from Team Newburgh and Megan DuBois-O'connor from Power Against Tobacco said that they wanted to encourage the Council to continue to be proactive when it comes to this law. This is about getting a lot of the paraphernalia that is right next to the candy and gum out of there. It sends a message that it is normal and accepted but it's not. She wanted to correct what the Times Herald Record reported because it was erroneous and completely incorrect. It did not get to the heart of the issue which is why they are having these problems with the tobacco companies and the New York State Convenience Store Association. This is

about getting those crack pipes and things like that off of these counters that are being disguised as tobacco products and protecting the kids. It is not about being punitive to those who choose to smoke and when you are eighteen you can do what you want. But when you are under eighteen who has the voice of the children? She said that she is still receiving phone calls and e-mails from parents in this community asking where this Law is so she wants the Council to know that they have their support. She hopes that they will continue to look at it.

Janet Gianopoulos, City of Newburgh, said it was mentioned at the Work Session on Thursday that there is free Wi-Fi and computers at the Newburgh Public Library which sounds like a great opportunity for the young people. She told the City Manager that she hopes he continues to clean the windows because we need transparency and good business here. She said that resolution #191-2014 indicates that there is a mentality that the residents of Newburgh are not capable of doing things. We already have business organizations and this indicates that they are going to be spending more of our money for another one. She asked if there is a time frame for that conclusion. In regard to resolution #201-2014, she asked what the dollar figure is. The resolution on the Agenda indicates the hiring of new positions but there is no dollar figure. Ordinance #3-2014 again seems to indicate that the residents of Newburgh are incapable because nearby there are people holding car washes and selling cookies to raise money. In regard to the Tag Sales, she doesn't think that we should mess with the public safety of our roadways but if they insist on suspending safety rules, which she does not support, then they need to know in advance when and where they are going to suspend them.

Omari Shakur, City of Newburgh, said in regard to resolution #201-2014 that he thought everyone hired to work in the City of Newburgh has to reside in the City of Newburgh.

Mayor Kennedy said that it is encouraged.

Mr. Shakur continued that they are tired of all of the Police Officers in our City that don't live here. They want Police Officers that live here who will be around our children and that way they will have safer police because when you talk about gangs they are the biggest gang that we have here. He told the Council that they need to straighten out their Police Department because our kids are dying because people are afraid to call the police and interact with them. Most of the people who work for this City and in this building don't live here which means their kids don't go to school here and they don't care about the crime.

Sheila Murphy, City of Newburgh, sees that they are starting the Ethics Board but wants to know when they are going to start the Police Advisory Committee because we know that there is a problem with the relationship between the community and the Police Officers. When she sat on that Board there was no relationship between the Board and the Officers and now the new Officers are disrespectful. She recently saw someone get pulled over in her community so she stopped to see what

was going on and the Officer told her to shut up and be quiet or he was going to arrest her. The Council needs to get the Police Advisory Committee up and running as soon as possible. She added that it is a shame that our youth has to come down here to beg for money when we have CDBG funding for our youth. When Mayor Kennedy was running for Mayor, she said that we were not going to duplicate activities that we already have but then she came up with the Youth Empowerment Center. She said that a lot of things going on there with Pastor Austin have not been addressed and she is tired of things being pushed under the rug.

There being no one else wishing to speak this portion of the meeting was closed.

Mayor Kennedy noted that there are a lot of children here in regard to Ordinance #3-2014 so they are going to vote on that one first.

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.

§ 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.
- 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.

Councilwoman Angelo said that she is a little hesitant to vote for this and asked how old the children are that will be doing this. They should be at least eighteen years old if they are standing in the road. She is afraid that one of these kids is going to get hit by a car. She add that every year she gives a donation but she is worried about these kids so they are going to have to be watched.

Councilwoman Lee asked Corporation Counsel to explain Ordinance #3-2014.

Timothy Kramer, Assistant Corporation Counsel, explained that the Ordinance does state that no person under the age of 18 may conduct solicitation activity on any street or roadway normally reserved for vehicular traffic. There will be restrictions on roadways and intersections where Tag Days cannot be held which are high volume traffic areas such as the entire length of Broadway, Marine Drive/Water Street and Robinson Avenue. A permit will be required to have a Tag Day so applicants will have to apply.

Councilman Brown said that this Ordinance is not abolishing Tag Day it's making Tag Day safer for the people who are out there soliciting.

Mayor Kennedy added that this is not about Pop Warner it is about all organizations and we have many organizations in this City. The whole point of this is that everybody be treated fairly and this Ordinance applies to all organizations that would have a Tag Day. They will have to have a permit and declare the days that they will be out there and where they will be. It asks that the children not stand in the middle of the street but to the side so that they are safer. This Ordinance applies to all fund raisers that are using the Tag Day method and they want to be fair and not show favoritism to one group over another group. She said to please read the Ordinance when applying for a permit so that this can be done safely and within the law.

Councilwoman Abrams moved and Councilwoman Lee seconded that the Ordinance be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Lee, Mayor Kennedy – 5

Nays – Councilwoman Holmes – 1

ADOPTED

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.

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.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

Terms and Conditions Sale

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

STANDARD TERMS:

17. 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.
18. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
19. 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.
20. 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.
21. **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.
22. 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.
23. 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.

24. 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.
25. 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.
26. 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.
27. 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.
28. 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.**
29. 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.
30. 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.
31. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

32. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 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.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED



Request for Price Concurrence

Date Sent: July 24, 2014

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

REQUEST # 1

PLEASE UPDATE
INFORMATION IF
NEEDED

Member Agency: Occupations

Service: Custodial

Location: Police Department, 55 Broadway, Newburgh
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

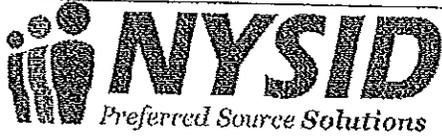
**Contract Notes: Revised Periodic Cleaning #2b on specs. Strip & Wax 2x annually,
Daily cleaning #2. Buff weekly and strip and wax 2 times annually.
Window cleaning is not included in the pricing.
This was confirmed with Mr. George Garrison, Superintendent of Public Works**

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: _____
Date: _____

Bob Hammel 845-249-8199
bhammel@nysid.org



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.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Lee, Mayor Kennedy – 5

Nays – Councilwoman Holmes - 1

ADOPTED

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.

Councilwoman Lee moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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.

Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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 to 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 Manger 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: _____

BY: _____

Michael G. Ciaravino,

Robert Rivera

City Manager

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.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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.

Councilman Brown noted that he received an e-mail from a young man who works for an engineering firm that has been doing business with he believes the City of Poughkeepsie and possibly Beacon. He is selling to Municipalities the fact that they could do similar projects here for less money by using LED lighting. He asked him to look at this resolution to determine what it would actually cost the City in terms of dollars and he forwarded a copy of that to the City Manager, City Comptroller and Council Members. By us allowing Central Hudson to do these lights for free is going to almost double what it is going to cost us per year. He asked him to set up a meeting with the City Manager to see exactly what services he can provide in terms of saving us money with these new LED lights. He was told that Central Hudson doesn't have this technology right now which is why the cost is what it is so maybe we need to have a discussion with Central Hudson also to find out when they might be able to provide that technology and possibly cut our costs some. When he heard that it was free or at low cost, it peaked his interest but essentially it is not free it's going to double our cost.

Mayor Kennedy said that it is actually free to install it with the ongoing costs to manage it. She said that she echoes what Councilman Brown is saying because the LED lighting is about eighty percent cheaper with some upfront costs. We actually

have a lot people approaching us wanting to do an energy audit on many things and she thinks that they should schedule something. She asked if this resolution is for the lights on Colden Street. They needs lights at that location because it is a safety issue.

Jason Morris, City Engineer, said that this is for the replacement of three existing pole mounted lights and the installation of three new pole mounted lights on the east side of Colden Street from Washington Street to South William Street.

Councilman Brown said that this is primarily for safety.

Councilwoman Abrams said it is important because they had customers stating that their cars were being broken into while they were parked there so this should help.

Mayor Kennedy said that we have the potential to save some real money looking at LED lights all over the City which would be a big step forward but we have to look at what the upfront costs would be.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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 WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE _____ IN ACCORDANCE OF THE _____ OF _____ AT A MEETING HELD ON _____, 20____ AS FOLLOW (COUNCIL/BOARD)

ACTION:
 INSTALL
 OR
 REMOVE

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		
INSTALL	MH 20500	4208	A	151-03	COLDEN ST		13.82CR
INSTALL	MH 20500	4209	A		COLDEN STREET		19.06
REMOVE	HPS 16000	4210	A	151-03	COLDEN ST		19.06
INSTALL	MH 20500	4210	A	151-03	COLDEN ST		13.82CR
INSTALL	MH 20500	35241	A		COLDEN STREET		19.06
REMOVE	HPS 16000	4212	A	151-03	COLDEN ST		19.06
INSTALL	MH 20500	4212	A	151-03	COLDEN ST		13.82CR
INSTALL	MH 20500	4213	A		COLDEN STREET		19.06
							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.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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.

LESSOR:

By: _____

Its: _____

Date: _____

WITNESS

LESSEE:

By: _____

Its: _____

Date: _____

WITNESS

EXHIBIT "A"

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

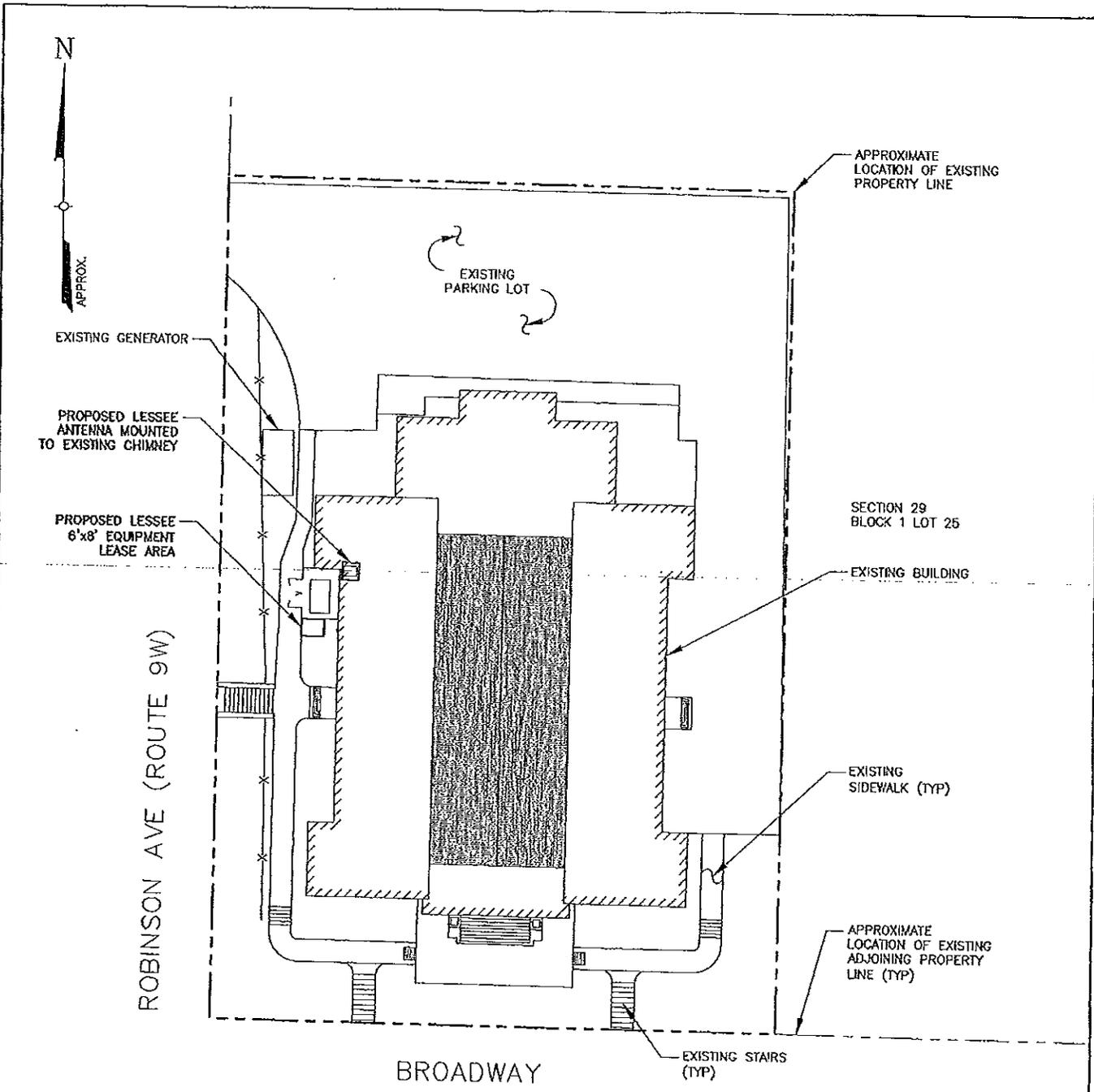
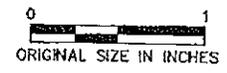


EXHIBIT A

SCALE: 1" = 50'



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 Colkins 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 - $6' \times 8' = 48$ 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.			NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
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 <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
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.				
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> 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	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input type="checkbox"/> NO <input type="checkbox"/> YES		

<p>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: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>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: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>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: _____ _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: <u>City Manager - Micheal Claravino</u> Date: <u>July 30, 2014</u></p> <p>Signature: _____</p>		

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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

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

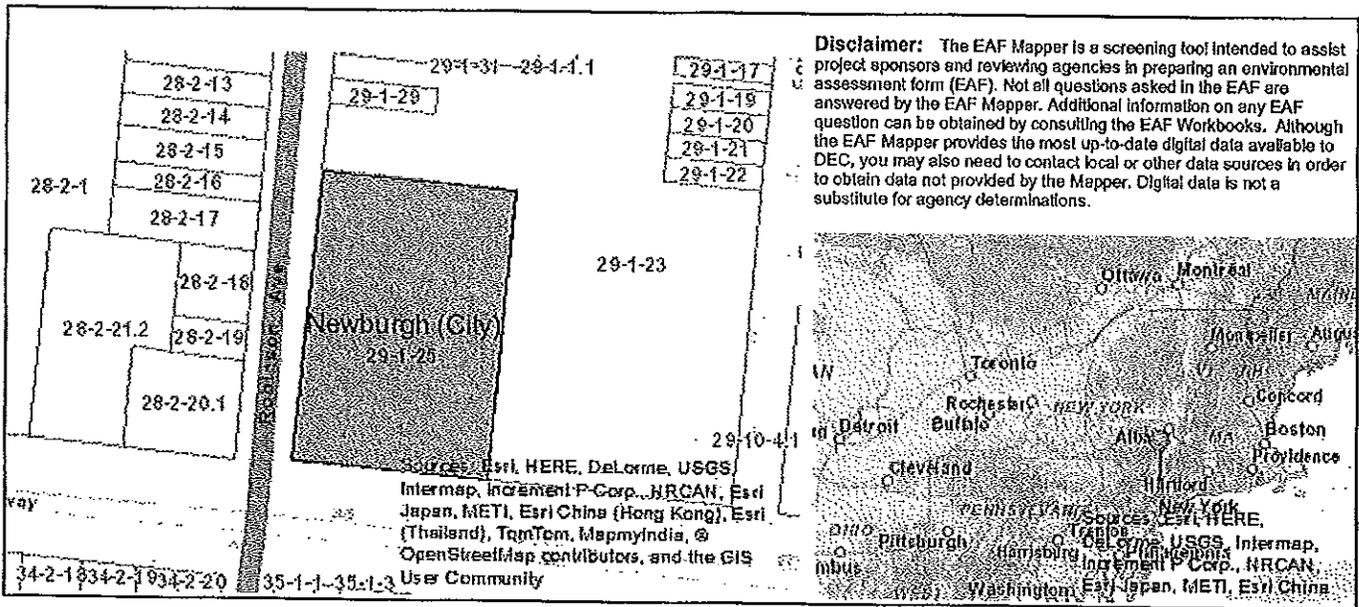
Signature of Responsible Officer in Lead Agency

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
This City of Newburgh does not guarantee
the accuracy or completeness of the
information shown on this map. The
information shown on this map is for
informational purposes only and should
not be used for any other purpose.

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.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 4992-2006

www.Qualityenv.com

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

ENVIRONMENTAL CONSULTING & TRAINING

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

ENVIRONMENTAL CONSULTING & TRAINING

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.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED



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



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@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.

Councilwoman Lee recommended that this be tabled or she will just vote no because she is not confident that the Police Department is going to do what the Council has asked. She would like them to make the decision before she votes yes to anything because she is not confident that when they make requests that they are heard.

Councilwoman Holmes moved and Councilwoman Lee seconded that the resolution be tabled.

Ayes – Councilwoman Holmes, Councilwoman Lee – 2

**Nays – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown,
Mayor Kennedy – 4**

DEFEATED

Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown,
Mayor Kennedy – 4**

Nays – Councilwoman Holmes, Councilwoman Lee – 2

ADOPTED

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.

Councilwoman Lee said that she is not willing to vote to give the Police Department anything at this point until she is confident that they are doing what they were asked to do. So far she does not feel confident so she would like this resolution to be tabled.

Councilwoman Holmes moved and Councilwoman Lee seconded that the resolution be tabled.

Ayes – Councilwoman Holmes, Councilwoman Lee – 2

Nays – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Mayor Kennedy – 4

DEFEATED

Councilwoman Angelo moved and Councilwoman Brown seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Mayor Kennedy – 4

Nays – Councilwoman Holmes, Councilwoman Lee – 2

ADOPTED

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

Councilwoman Angelo moved and Councilman Brown seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy - 6

ADOPTED

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.

Councilwoman Lee said that she will be voting no for the reasons that she mentioned earlier which she wants the Police Department to do a better job at.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Mayor Kennedy - 5

Nays - Councilwoman Lee - 1

ADOPTED

**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

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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 Gifft 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.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

**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.

Councilwoman Lee moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

Terms and Conditions of Sale

33. 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.
34. 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.
35. The purchaser shall continue to be responsible for all water, sewer and sanitation charges.
36. 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.

37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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.

43. 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.
44. 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.
45. 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.
46. 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.
47. 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.

48. 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.
49. 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.
50. 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.
51. 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.
52. 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

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

**** Resolution #212-2014 was withdrawn**

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

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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

Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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

Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Lee, Mayor Kennedy – 5

Nays – Councilwoman Holmes - 1

ADOPTED

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	<u>\$40.00 per hour billed in 15 minute increments for work exceeding 30 minutes in length</u> (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
--	--

	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 per order	15% of the total fee

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.

Jason Morris, City Engineer explained that the idea of this Ordinance is to not charge groups acting in the best interest of the City of Newburgh when they wish to acquire data from the GIS Department. When Institutions such as Colleges and non-profits ask the City for data, this would allow us to waive the fee. They are looking to help the City of Newburgh so we shouldn't be charging them a fee for the data that they wish to acquire.

Councilwoman Lee said if they are looking to help the City of Newburgh, did we ask for their help? Who decides?

Jason Morris said that in the Ordinance there is a chain of command that will decide if their data request is in the best interest of the City of Newburgh.

Councilman Brown asked for an example of what the fee would be.

Jason Morris said for example if Cornell came to the City of Newburgh for GIS data it may take a few hours of time to compile that information for a fee of about \$150.00.

Councilwoman Lee asked what kind of data they would be looking for.

Jason Morris said that they might be looking for water and sewer data such as manhole locations and parcel information and things like that.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

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 ~~10~~ days after the rendition of the bill by making a written application to the Water Department.

Section 2. This ordinance shall take effect immediately.

Mayor Kennedy said that this is something that she asked for in order to give people a little more time if they are having a problem with their water bills. This would give them thirty days to resolve the problem.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Mayor Kennedy – 6

ADOPTED

NEW BUSINESS

Councilwoman Holmes asked if they could address that they are seeking members for the Police Community Relations and Review Board.

Mayor Kennedy said that she would like to schedule a date for a community event to recruit members for all of our Boards. She would like to plan this for the next few weeks.

Councilwoman Abrams said that it is contingent on how many people volunteer.

Mayor Kennedy said she knows that with the new Police Community Relations and Review Board she believes that the legislation says that two members should be from each Ward so this is one Board where the Ward members can do some recruiting in their particular Wards.

There being no further new business this portion of the meeting was closed.

PUBLIC COMMENTS REGARDING GENERAL MATTERS

Jessie McClain, City of Newburgh, wished to speak about a situation that she feels is unfair to her family. We hear about harsh punishments for drug dealers and other petty crimes but this woman has committed murder. She left the scene of the crime and tried to cover up the evidence and she is walking away with just a slap on the wrist. Her family has a big concern about this and how everyone is just sitting around watching it happen. This woman left the scene of the crime, tried to fix the vehicle and she was under the influence of alcohol. Her Nephew will never see his father again. She added that in regard to the money that is going to 104 S. Lander Street she is a parent from the Heights. When is some of this money going to be for the kids instead of new trucks? Their kids are eating the same twenty dollar pizzas from Little Caesars every weekend and the same turkey and cheese sandwiches with stale donated chips. Donations are given but the kids are not getting the use of it. She asked when they are going to come up to this program and check out what's going on. She is the parent of a ten year old who has been bullied in this program for the last six months and nothing has been done. When are we going to get a program that will show these kids how to get along and keep their minds busy as well as give them some projects to do? She watched Black History Month go by and they didn't do one thing. She is concerned about where the money is going because she is out there with these kids and on a hot day she provides them with popsicles. She is a bus stop mom every single day so she has a communication with these kids in the Heights and she knows that they want something to do. There is nothing going on in this program for these kids so can we get a program here in the City of Newburgh that is for our kids? She is speaking as a parent who cares about these kids. When it rains tomorrow these kids won't be at that program because they will be in her living room playing the Wii Game.

Eric Stein, Orange County resident, said that he wrote a letter to the Mayor and City Council about a two part economic development project for putting outdoor sculptures in the public area to connect lower Broadway to the developed Waterfront. One part is to set up a program of community effort similar to what he did in the City of Port Jervis where they coordinated with other businesses and had a piece of sculpture put in downtown. The second part is to establish an international sculpture show which would bring a tremendous amount of economic development to the City. He would be willing to head this and work with the City Council and Economic Development as this is a huge project and it would take a lot of coordination. He sent a letter to everyone including the Orange County Partnership, our Congressman and everyone on the Board. He included one set of pictures to the Mayor to share with the rest of the City Council so he looks forward to hearing from the City after they discuss this.

Linda McDonald is the sister of John Lewis who was brutally murdered on South William Street with two other people. She is also the Aunt of Eric Geter who

was mowed down on Walsh Road on January 9th. They have been to Court over and over again and the Orange County District Attorney has been getting recognition for doing all of these drug busts but a crime is a crime. This woman mowed down her Nephew, left the scene and tried to cover up the incident yet they are offering her a plea deal. There is something wrong with this justice system because they are giving drug dealers fifteen to forty years when people are *choosing* to buy the drugs but people don't choose to get murdered. Her Nephew was a law abiding citizen who voted every year. He was a resident of the City of Newburgh so she is asking the Council if they can help the Jeter and Lewis families get justice. Can they stand with them and try to get the District Attorney to give this woman more time? They have been protesting in front of the District Attorney's office since last Tuesday.

Laura Garcia, City of Newburgh, wanted to thank Karen Mejia for translating the Agenda because it is very important. To the people who say that we are in America so we should speak English, she told them to go to BOCES and the Armory where they do ESL classes and you will see the number of Latinos trying to learn the language. It is one thing to speak the language and another to read it so when they can read and understand this type of document it is really very empowering. They should want to include the Latino community, who is the majority here with forty-seven percent. She is again grateful to Karen Mejia for translating this document and she is saddened for all the people who sent her racist e-mails.

Barbara Smith, Powell Avenue, thanked the Council for expeditiously acting on getting the Committees up and running. They will work diligently to make sure that they are adhering to what the Ethics Code states. In regard to resolution #198-2014, since this is a CDBG project why aren't these funds being directed for CDBG payment? She said that when the Land Bank was first established it was established with the premise that anything that is turned over to the Land Bank is going to help the City by lifting the burden from us, the taxpayers, for payments on empty buildings. In the Financial Report she would like to see something that shows how it is going to help the taxpayers in the 2015 Budget.

Janet Gianopoulos, City of Newburgh, said that the Land Bank was established in 2012 to lower our costs so they would like to know when their costs will be lowered since it was established nearly three years ago. She didn't receive a reply on the cost of the two new police officers and feels that it should appear in the resolution when the Council votes on it so that they are always aware of the funds. Referring back to the State Comptrollers advice regarding Council oversight, financial information provides the foundation for the Council to develop its Budget. The Council develops the Budget so do not leave it to the gentleman on the side of the room. The Council must be thinking right now and using the financial information that they have. They need to show the benefits of what they have charged the residents as she knows that they are taking one hundred dollars a month more from her now than they were a few years ago. They want to know what they are getting for these increased amounts and hopefully they won't increase again. The best way

to mark the City's 150th Anniversary next year is to indicate that we have reasonable taxes and a safe city.

Omari Shakur, City of Newburgh, said on behalf of the Geter family that they have been protesting and passing around cards asking people to call the District Attorney and ask "*Why*". Gosford Lembhard, whose brother was killed by the police and they were protesting, was charged with supposedly shooting at someone and no one was hurt but he got eighteen years. He feels that was pay back for them protesting and when it comes to people of color, they are putting people in Jail at record numbers. The City Council should set up some type of resolution asking the DA to reopen this crime because they saw that there was a video where this woman went back to the Bar and left with the cook. They say that it looked like someone dragged the body and pushed him in the water and since he believes that they found water in his lungs that means that he was alive. If that woman had stayed there, she might have been able to help him. He added they are going to have a "*Stop the Violence*" Event on August 23rd in Downing Park and he would like to get a Permit. They have people who want to donate and they want to make sure that everything is in order. He keeps hearing everyone say stop the violence and he remembers when they arrested the Bloods and the Kings that the City got \$800,000.00 from the Feds for stopping the violence. They would like to know if the money was ever received and if it's true because they could use some of that money to stop the violence in their community.

Sheila Murphy, City of Newburgh, said that they do have a Democratic Committee which meets once a month and if you attend three of those meetings then you can be on that Committee. There will be an Election in September for Ward 1 and Ward 2 so she encouraged everyone to get out and vote.

Kippy Boyle, Grand Street, said that when we are selling or turning over properties to other parties we have a standard terms of conditions of sale and that standard term says that there is an eighteen month time frame for the purchaser to get their Certificate of Occupancy and that they can obtain an extension. The extension is \$250.00 to give them more time to do something that they should have been doing over an eighteen month period. She would like our Corporation Counsel to really consider making some minor adjustments in these standard terms. It should say that at six or nine months there will be a review of that property and if there is a problem then City officials can note that they need to do better and then if they really need an extension after eighteen months she thinks that paying something like \$83.00 a month for that extension is an insult. She thinks that they should have to pay \$1,000.00 a month because it's our property and they are supposed to be showing us what a good job they are doing. When you are giving away GIS printouts, then she guesses that we need to make more money some other way. She added that she was at the Waterfront last Saturday to see where the new Urban Market had moved to. She thinks it is a nice location and she hopes that they do well but the parking lot for the Ferry was filled with wall to wall garbage. She would have picked up the garbage herself but there is not one garbage can to be found on Front Street.

Police Chief, Michael Ferrara, said that the Police Department needs the community support because they have to work with the community. He handles all of the complaints both criminal and from the community on actions of the Police Department on a regular basis. They need that information because they need to know what is going on and to help the community in any way he can. He reminded everyone that if they need anything they can call direct anytime and ask for the Police Chief.

Tammy Hollins, City of Newburgh, agreed that to get on the Democratic Committee you have to attend three meetings and then you can become a Committee member at which time you are then assigned a District. She noted that the Primary in September is going to be very important because it will determine the ethics part of the Mayor and the people she got to come onto the Democratic Committee in a way that nobody else has done before. It will also show the community and those who followed her that you can't come through the back door. She added that there was a Press Release on August 1st about the Land Bank and money to fix apartment buildings and home ownership. It was also stated that they were going to offer jobs to the City of Newburgh to do this work so she thinks that they need to keep their ears and eyes open because if we are going to take jobs for a private organization to build in this City and we can't get into those apartments or homes then that is like sleeping with the enemy. We don't need to work with people who are going to displace us.

Pastor Austin, City of Newburgh, said that the youth are with her tonight because they want to be here. They come to sit, watch and listen and ask questions about government. The Youth Empowerment Center is a bitter sweet experience because the Mayor responded to the request of the citizens to have services provided in a non-traditional way in the City of Newburgh. She noted that they have eighty-two children registered in the program and about forty of them attend on average. They do not eat snacks and you will not find one potato chip or soda in the Center. They receive nutritious meals that are prepared and in the winter they have soup along with other pasta dishes three days a week. They have cooked and served over three hundred meals so all they have to do is talk to the youth and they will tell you. Educationally they are supported by New York State certified teachers and all of their children passed their classes because she has all of their academic records. She communicated with their teachers and obtained their progress reports and every one of their students has a Library card. She invited everyone to come to the Center to see and asked the Council to please read the report because the facts will stand for themselves.

Roxie Royal, City of Newburgh, asked when we are going to revive the Police Community Relations Board because she will personally bring her letter to whoever she is supposed to bring it to requesting to be on that Board. As a longtime resident of the City, she worked with the neighborhood police unit when they had a station on Liberty Street. She also worked with the Police and residents concerning a lot of different problems concerning our youth and drugs as well as other things. This

Board is something that we really need because we need a relationship between the community and the Police Department. They are the protectors of the residents of this City and if we don't know what is going on it ties our hands with what we can do to make things better. She added that the local NAACP is having their first annual picnic at the Local 17 Labor Union Hall in Newburgh on Saturday, August 23rd from 12:00 Noon to 5:00 P.M. If anyone is interested in purchasing a ticket, they should see her.

Mayor Kennedy noted that she believes that is the same day as the Stop the Violence event in Downing Park.

Lilliam Harris, Hasbrouck Street, said that there are a lot of cats on her street and she loves animals but she has also seen a lot of raccoons in the City this year. She noted that the Park didn't get very much attention this year and she can't attend to it like she used to. She said that she has good communication with the Police here and she thinks that they are doing a good job with what they have. She doesn't think, however, that there should be any police chases in cars because there are too many people and children in the streets and someone is going to get hurt.

A resident of the City of Newburgh said that this was his first Council meeting and it has been very, very interesting.

There being no further comments this portion of the meeting was closed.

COUNCIL COMMENTS

Councilwoman Abrams said that several people mentioned the Police Community Relations Review Board which was just recently re-formed. It will have two members from each Ward and a Chairperson that the Council will elect. There will be a total of nine people; two from each of the four Wards and one Chairperson and anyone can apply. This Board unlike the ones in the past will have teeth and they will be able to review the police activity which is what it was created to do. It might go to mediation, arbitration or just the Committee itself to hash it out. She hasn't been able to find two people from her Ward yet who would be good for this or have the time and want to do it. It takes time to find people who want to be on these Boards but it should be happening soon. To the Jeter family she said that ever since that tragedy happened she has tried to think of what she could do personally to support them. She said that her heart goes out to them and she wishes that they could somehow overturn that oddly low sentence that the Judge has issued. A lot of the things said here tonight she thinks are true because it doesn't sound right. Maybe they need to go to Goshen and protest in front of the District Attorney's Office or maybe the Corporation Counsel can tell them what, if anything, they can do. She added that if anyone is thirsty on these hot days that the Juice Bar on Liberty Street in the heart of Ward 2 has reopened and is back in service.

Councilwoman Angelo asked for an update on the Skateboard Park.

Michael Ciaravino, City Manager, said that it is his understanding that not only is work continuing but there are a number of young people who have come to the table. He met with one of them personally for about two hours regarding some additional sources of funding that they are looking into and possibly expanding.

Councilwoman Angelo noted that Patty Sofokles' term on the Board of Assessment Review ends on September 30th of this year so possibly she will resign from that or finish it out before going on to the Board of Ethics. She said that Pop Warner will get a donation from her because she gives one every year. She added that if anyone gets up to the West End Post Office she was told that they were going to put new cement in and about a month ago she complained about some cement work being done up on Broadway because it is white. The cement work by the Post Office was done beautifully, however, and they are also going to put three new trees in with grates. She said that she has seen a lot of jaywalking on Broadway lately and she is not sure what can be done about it. People walk right in front of you and don't pay any attention to the stop lights which is dangerous. She thanked everyone for coming tonight.

Councilman Brown said that there was a taxpayer question about resolution #198-2014 and he asked the City Comptroller if those funds are coming from the General Fund or from CDBG money.

City Comptroller, John Aber, said that resolution #198-2014 is from the CDBG funds because it is all tied to the Greenhouse Project which is one hundred percent CDBG funded.

Councilman Brown also asked the City Comptroller to please explain how the transfer of property to the Land Bank benefits the taxpayers.

City Comptroller, John Aber, said that one of the big benefits for the City is that once a property is transferred to the Land Bank the City no longer pays the County or school taxes. In 2014, we paid over three million dollars just to the School alone for this year and we will be lucky if we get half of that back. As properties are conveyed over, we can start tracking how much we are actually saving.

Councilwoman Lee wonders how it is costing so much when they are repeatedly told that the value of these properties have gone down considerably. Some of them are not even worth \$18,000.00 and the school tax is based on the value of the property so how could we be paying so much?

City Comptroller, John Aber, said that what will happen and what happened with us this year is that as your assessed value goes down and you have tax levy needed to fund either the General Fund Budget or the School District, the School District determined how much they need to run. They will then divide that into the assessed value and come up with the Homestead and Non-Homestead rates.

Councilwoman Lee said that she understands that but on an abandoned property that is worth \$10,000.00, and we have a lot of them, she doesn't understand where we are losing so much money and why is transferring to the Land Bank a better idea than just giving it to anybody. She said that she is taking issue with the argument that it must go into the Land Bank in order to save the taxpayers money because we are not saving the taxpayers money that way. The school tax is based on the value of the property and if the property is worthless then how are we paying so much for school tax.

City Comptroller, John Aber, said that at the end of every fiscal school year he receives a file listing all of the properties that did not pay their school taxes. By law since we are a City entity we are required to make the School District whole. If it is a property that is currently owned by a resident and they didn't pay their school tax, we are required to pay that tax.

Councilwoman Lee said that she is not talking about those properties. We are talking about abandoned property and he suggested that those properties go into the Land Bank. What she is taking issue with is the argument that the Land Bank is a viable option over anything else with a property that isn't worth any money.

City Comptroller, John Aber, said that it is a viable option if the person that you are going to sell the property to does not actually close on the property. As we heard earlier, sometimes it takes over a year after the Council passes a resolution to close on a property. While they are doing that, the property is still on his books and he is required to pay those taxes.

Councilwoman Lee said that we are still required to pay the taxes but we might be paying \$300.00 a year on some of these properties but this argument is different. She is taking issue because this sounds more like he just used the Finance Department to sell or give properties as a foothold to giving properties to the Land Bank and she thinks that is a poor and very weak argument. She doesn't know how that became an option for the Chief Fiscal Officer.

City Comptroller, John Aber, said that he is not making an argument and it is not an option. He is just trying to answer her question. A question was asked about the taxes and he is explaining that in 2014 we paid over three million dollars to the School District and out of that he can give the breakdown of how many properties we still own that we are liable for versus how many properties were owned by residents who did not pay those taxes and we had to bear the burden. We will then levy those against their property and if they don't pay then eventually we will take that property.

Councilwoman Lee said that she understands that but transferring it to the Land Bank is not a viable option from what she can see unless he has figures that can tell her different.

City Comptroller, John Aber, said that every property that is on the table for the Council to vote on to go to the Land Bank his office has been asked to provide the total cost of the County and school tax. That information is provided in their document which is used when they vote so he can't answer that.

Councilwoman Lee said that we have a two percent tax cap.

City Comptroller, John Aber, said that the two percent tax cap is not on the assessed value. It is on the amount of levy that we use for the books.

Councilwoman Lee told Mr. Aber to stop teaching her. When she doesn't understand she will ask him. She is pointing out that he is using this as an argument and we have a deficit. He is about to present a Budget and she wants to make sure that he is not selling the argument that these properties are part of the reason that we have a deficit. We already used that argument. For the burnt out falling down buildings that we have which are not worth anything we don't have a very high school tax bill. She is thinking about this deficit that we have and she wants to know how it got there so it can't be based on what we are putting out for school taxes when it is not adding up.

City Comptroller, John Aber, said that at no point when he prepared the Budget for 2014 or 2015 did he factor in the benefit of transferring properties over. He was simply addressing the question about what one of the benefits could be as far as property tax.

Councilwoman Lee explained that that is not a viable option. He presented one side and she is presenting another side and she wants him to know that she knows.

Councilman Brown said that the reason why the City is not benefitting as much from the Land Bank and the transfer of properties is because we have been reluctant to transfer properties to the Land Bank. He thanked all of the vendors and supporters of National Night Out and he would like a list of all the vendors who participated and businesses who donated to be put on the website thanking them personally. He encouraged the City residents to support the businesses that supported that event. He added that he has never been to the Youth Empowerment Center so he doesn't have an idea on what they do exactly but he knows that it started out on a bad note and he thinks that has put a black eye on that Organization. He doesn't know what is going on over there right now so he doesn't have an opinion on it but he does plan to visit the Center between now and the end of the month at least twice just to see exactly how many kids are being serviced. Just because a few parents are saying that it is not good doesn't mean it is not good. It could very well be good for a few kids and if we are getting a few kids off of the streets then isn't that good? She provided a statement to the Council tonight and he would like to see the financial numbers to know how much money is being brought in and how much is being spent. We need to look there first as opposed to criticizing and pointing fingers. He spoke to some people who work with her at that Center and was told how much joy they get from being there showing these kids the differences they can have in life and helping them with their homework. He encouraged the people who have been negative to stop by the Center and see exactly who she is servicing but you can't make everyone happy. To Newburgh Pop-Warner he said that they are constantly in the streets trying to collect funds to keep that Organization going and he blames the management and Board of Directors for not coming up with other ways to raise funds or obtain grant money. He is going to encourage them to do that the next time he meets with them. He offered his condolences to the Geter family and said that he believes this is a miscarriage of justice. He hopes that the District Attorney will reconsider his offer because if what is said is true then it sounds like it should be a lot more time than what he is currently offering. He thanked everyone for coming out and wished them a good night.

Councilwoman Holmes thanked everyone for coming out and wished them a good night.

Councilwoman Lee said that she spent the last few days with her granddaughter who loves her unconditionally. She was happy to acknowledge our seniors today although she did forget Barbara Smith who they will acknowledge with the next round. She said that she spent time with the Geter family and she has been

following the case closely. She is very disappointed but it goes back to the poor voting patterns. Your voice is your vote and it is as simple as that. She wished everyone a good night and said to get home safe.

Mayor Kennedy said that she is happy they are moving forward with the Police Community Relations and Review Board and she complimented Councilwoman Holmes who was the key driver of those changes. She looks forward to diversity on that Board and she thinks it is very important that they have the four Wards represented. She wants everyone listening to understand that they have had an outstanding program at the Armory this summer with some really great things happening there. They have been full of children every time she has been over there so if you haven't been to the Armory to see what is going on it is amazing. She encouraged everyone to visit the Armory especially on Saturdays when she believes that most of the events are free. The Boys and Girls Club has had a great program also where they have been packed with kids doing all kinds of things. There are also some great youth programs going on at the Hope Center and she agrees with Councilman Brown that there are many ways to raise funds. The Rowing Club lost all of their funding too and they have been doing all kinds of creative things to raise money. She is happy that they finally got the Ethics Committee staffed. We need to compare to State Codes and make some serious updates in our current codes because it is way out of date. She noted that the Council does not develop the Budget which she heard mentioned earlier. The Department Heads develop the Budget under the direction of the City Manager. This Council then reviews that Budget sometimes going through it line by line. The Department Heads know their departments and it is the responsibility of the City Manager to oversee that and to keep us within the two percent tax bracket. In regard to garbage cans, she said that she has been screaming about them for two years. We need garbage cans all over this City and she is ready to say forget big, beautiful cans because she would be happy with just drums painted green. They need to be all up and down the main streets and in the Parks. She only saw two garbage cans at National Night Out when there should have been at least ten. If we want people to put things in the garbage, we have to provide them so they really need to rethink this. She wanted to mention about the jaywalking as well but more importantly in regard to the Geter family it breaks her heart that someone was hit and killed on that road and she expressed her condolences to the family. She said that many times when she is driving it makes her heart stop when she sees someone walking on the side of the road with no markings on them in the dark. People are supposed to walk against the traffic so that they can see vehicles coming so if anyone is walking at night, please wear something that can be seen because if they are wearing dark clothing they cannot be seen. She also wished to thank everyone who participated in National Night Out. It was a major push up because there were a lot of things that hadn't happened early on and Councilwoman Holmes and a lot of business people all came together at the last minute and pulled it out. In regard to the comments made about the Democratic Committee, there are two ways to get on that Committee. One is to attend three meetings and the other is by being put on. The Wards were all changed this time so everybody on the Committee has to get petitions signed to join. There were people who wanted to apply to be on the Committee so

they followed the process and did petitions and then there is an Election. She said that she hasn't yet seen the letter from Eric Stein on the public sculpture but as soon as she does she will get the information out to all of the Council members. She added that there is a bridge down on Route 32 and the businesses at that little strip mall are suffering so she encouraged everyone to support those businesses while that bridge is down because they need our support. She thanked everyone for coming and wished them a good night.

There being no further business to come before the Council the meeting adjourned at 10:45 p.m.

**LORENE VITEK
CITY CLERK**