

RESOLUTION NO.: 197 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

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

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

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

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

SITE NAME:
SITE NUMBER:
ATTY/DATE

LEASE AGREEMENT

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

WITNESSETH

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

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

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

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

3. TERM; RENTAL.

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

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

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

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

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

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

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

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

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

8. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

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

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

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

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

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

21. ENVIRONMENTAL.

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

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

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

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

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

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

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

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

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

LESSOR:

By: _____

Its: _____

Date: _____

WITNESS

LESSEE:

By: _____

Its: _____

Date: _____

WITNESS

EXHIBIT "A"

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

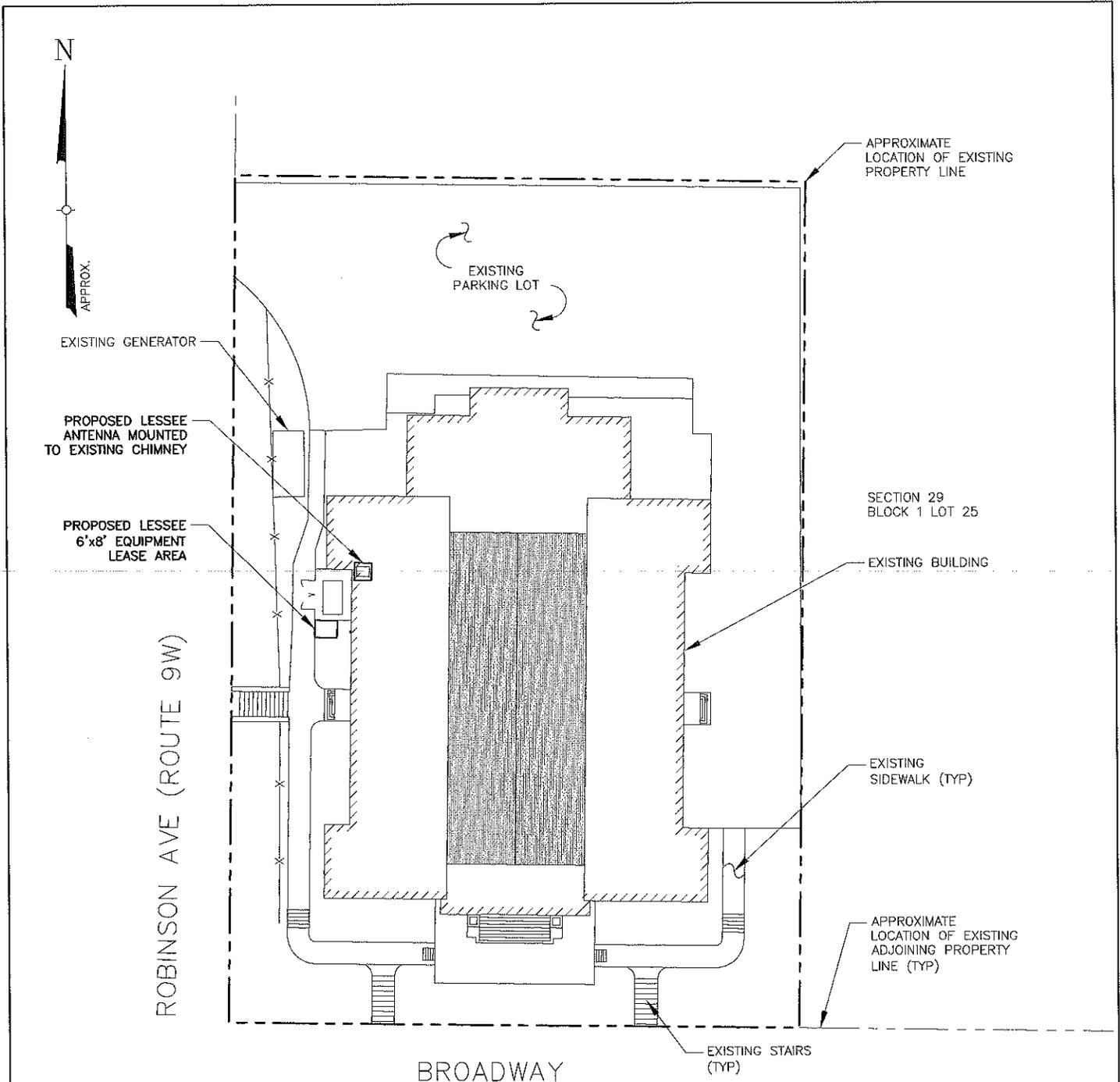
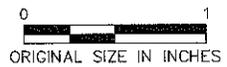


EXHIBIT A

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 Calkins Road, Rochester, NY 14623

Verizon Wireless Lease Information
Newburgh City Office Micro

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

Rent - \$4800 per year

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

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information				
Name of Action or Project: Verizon Small Cells Proposal				
Project Location (describe, and attach a location map): 300 Broadway - northeast corner of the intersection of Robinson Avenue and Broadway in the City of Newburgh, Orange County, New York.				
Brief Description of Proposed Action: Verizon Wireless intends to lease approximately forty-eight (48) sq.ft. of roof space and forty-eight (48) sq.ft. of ground space at the City of Newburgh Courthouse to install a small cells - short range mobile cell site.				
Name of Applicant or Sponsor: City of Newburgh City Manager - Michael Ciaravino		Telephone: 845-569-7301 E-Mail: mciaravino@cityofnewburgh-ny.gov		
Address: City Hall, 83 Broadway				
City/PO: Newburgh	State: New York	Zip Code: 12550		
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>	YES <input checked="" 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 type="checkbox"/>	YES <input checked="" 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				

<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)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</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?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</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?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</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 Ciaravino</u> Date: <u>July 30, 2014</u></p> <p>Signature: _____</p>		

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:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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"/>

Project:

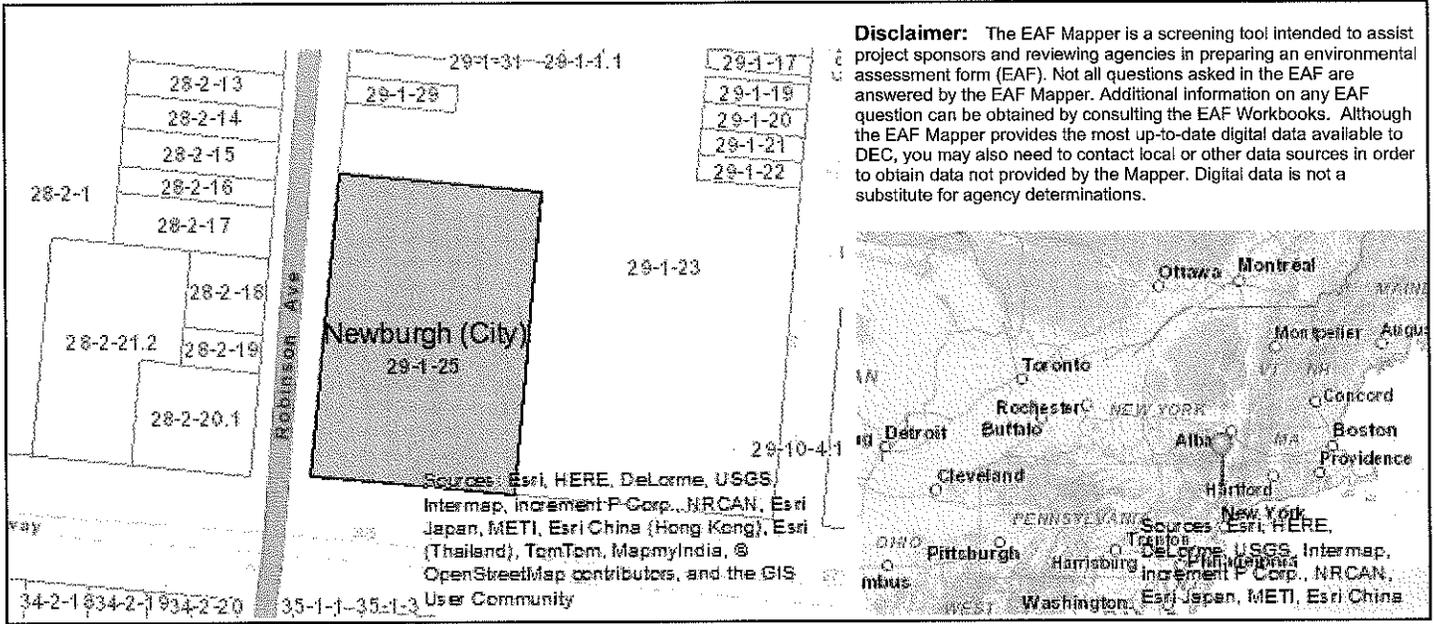
Date:

**Short Environmental Assessment Form
Part 3 Determination of Significance**

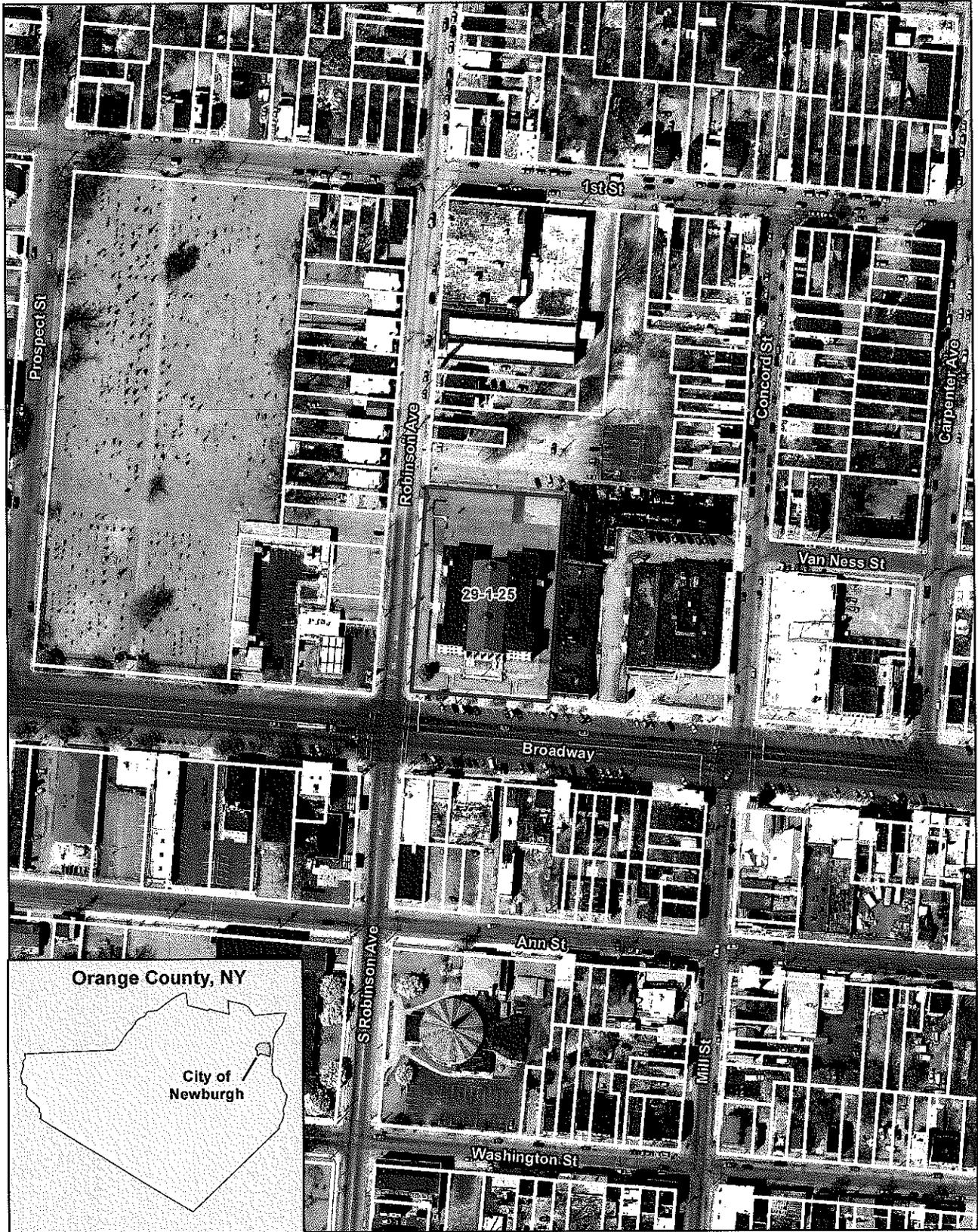
For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify 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)



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



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1 Inch = 200 Feet

LFF
7/30/14

RESOLUTION NO.: 198 . 2014

OF

AUGUST 11, 2014

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

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

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

WHEREAS, the cost for these services will be \$3,094.00 and funding shall be derived from CD1.8686.0110.8155.2013; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos and lead paint surveys for the Downing Park Greenhouse Demolition Project, 207 Carpenter Avenue, Newburgh, New York at a cost of \$3,094.00.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

July 30, 2014

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason Morris

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

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

Dear Mr. Morris,

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

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

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

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

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

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

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

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

Sincerely,



Paul A. Rodriguez

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

Cc: QuES&T File

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

QuES&T agrees to provide the following services:

➤ **Pre-Demolition Surveys**

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

Provide Niton-certified XRF Technician

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

QuES&T Services – CONT'D

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

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

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

This proposal is based on the following assumptions:

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

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

*****PRICING*****

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

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

NOTES:

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

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

ACCEPTANCE OF PROPOSAL #P14-3963

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

City of Newburgh – Authorized Representative:

By _____
Signature Print Name & Title Date

Quality Environmental Solutions & Technologies, Inc.:

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

QuES&T

Quality Environmental Solutions & Technologies, Inc.

I. ASBESTOS SERVICES:

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

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

Item 2: Asbestos Laboratory Services

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

NOTE A:

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

II. SAFETY & ENVIRONMENTAL SERVICES:

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

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

Item 2: Laboratory Services

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

Item 3: Equipment Charges

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

NOTE A:

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

III. INDUSTRIAL HYGIENE SERVICES:

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

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

Item 2: Microbiological Laboratory Services

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

Item 3: Equipment Charges

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

NOTE A:

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

IV. MISCELLANEOUS SERVICES

Item 4: Miscellaneous Services

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

RESOLUTION NO.: 199 - 2014

OF

AUGUST 11, 2014

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

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

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

WHEREAS, the cost for these services will be \$4,215.00 and such funding shall be derived from A.3412.0448 Fire Department - Other Services; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Envirologic of New York, Inc. for environmental testing services for the West End Firehouse at a cost of \$4,215.00.



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

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

Dear Mr. Morris,

Thank you for allowing Envirologic of New York, Inc. (ENVIROLOGIC) the opportunity to provide you a quote for Environmental Consulting Services for your renovation/demolition project for **492 Broadway, Newburgh, New York**. The following proposal is based on the estimated costs for the inspection of the building for asbestos lead and mold. This proposal is based on observed and assumed suspect materials that were identified during a building walkthrough by Mr. Kyle Mungavin (ENVIROLOGIC) on Thursday, July 17th, 2014. The services include:

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

Item 1 - Asbestos Inspection \$2,715.00

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



Item 2 - Lead Paint Inspection \$750.00

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

Item 3 - Mold Assessment \$750.00

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

Notes:

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

TOTAL ESTIMATED PROJECT COST = \$4,215.00

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

Sincerely,

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

RESOLUTION NO.: 200 - 2014

OF

AUGUST 11, 2014

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 2014 Personnel Analysis Book be and hereby is amended to delete one typist position and add one account clerk position in the Police Department.

RESOLUTION NO.: 201 -2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

RESOLUTION NO.: 202 - 2014

OF

AUGUST 11, 2014

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

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

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

RESOLUTION NO.: 203 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

RESOLUTION NO.: 204 - 2014

OF

AUGUST 11, 2014

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donation with the appreciation and thanks of the City of Newburgh extended to Newburgh Art Supply and Ruedi Hofmann for their generous contribution.

RESOLUTION NO.: 205 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

WHEREAS, this Council has determined that applying for and acceptance of such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the New York State Division of Homeland Security and Emergency Services, Office of Counter Terrorism under the 2014 Explosive Detection Canine Team Grant in an amount not to exceed \$60,000.00, with no City matching funds required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 207 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

RESOLUTION NO.: 208--2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

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

RESOLUTION NO.: 209 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

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

RESOLUTION NO.: 210 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

Terms and Conditions of Sale

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

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

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

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

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

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

17. Conveyance shall be by quitclaim deed only, containing a description of the properties as they appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price and closing fees/costs. Purchaser and tenant(s) remain in possession of the properties until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

18. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject properties, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the properties. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

19. The description of the properties shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

20. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he is the former owner(s) of the properties against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the properties. The purchaser agrees that neither he nor his assigns shall convey the properties until after the date of the deed conveying title to the purchaser. If such conveyance is in violation of these terms and conditions, the purchaser understands that he may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

JESSE BLACKMON

Date: _____

ORDINANCE NO.: 2 - 2014

OF

AUGUST 11, 2014

AN ORDINANCE AMENDING SECTION 163-2 "MISCELLANEOUS FEES" OF
CHAPTER 163 "FEES" OF THE CODE OF THE CITY OF NEWBURGH

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

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

§ 163-2. Miscellaneous fees.

Geographic information systems

Mapping

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

Printing (by paper size)

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

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

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

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

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

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

Section 2. This ordinance shall take effect immediately.

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

ORDINANCE NO.: 3 - 2014

OF

AUGUST 11, 2014

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

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

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

Chapter 268, TAG DAYS

§ 268-1. Definitions.

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

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

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

§ 268-2. Permit required.

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

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

§ 268-3. Application.

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

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

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

§286-4. Limitations and prohibitions.

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

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

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

§ 268-35. Penalties for offenses.

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

Section 2. This ordinance shall take effect immediately.

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

ORDINANCE NO.: 4 - 2014

OF

AUGUST 11, 2014

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

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

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

- A. Any person making a complaint as to the correctness of a water bill must do so within 30 ~~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.

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