



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
August 11, 2014
7:00 p.m.

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call

Executive Session:

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

Communications:

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

Presentations:

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

Comptroller's Report:

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

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

11. Resolution No. 188-2014

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

12. Resolution No. 189-2014

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

13. Resolution No. 190-2014

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

14. Resolution No. 191-2014

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

15. Resolution No. 192-2014

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

16. Resolution No. 193-2014

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

17. Resolution No. 194-2014

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

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

18. Resolution No. 195-2014

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

19. Resolution No. 196-2014

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

20. Resolution No. 197-2014

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

21. Resolution No. 198-2014

A resolution authorizing the City Manager to accept a proposal and execute an agreement with quality Environmental Solutions & Technologies, Inc. (Ques&T) for asbestos and lead paint surveys for the greenhouse demolition project at Downing Park at a cost of \$3,094.000

22. Resolution No. 199-2014

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

23. Resolution No. 200-2014

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

24. Resolution No. 201-2014

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

25. Resolution No. 202-2014

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

26. Resolution No. 203-2014

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

27. Resolution No. 204-2014

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

28. Resolution No. 205-2014

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

29. Resolution No. 207-2014

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

30. Resolution No. 208-2014

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

31. Resolution No. 209-2014

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

32. Resolution No. 210-2014

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

33. Ordinance No. 2-2014

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

34. Ordinance No. 3-2014

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

35. Ordinance No. 4-2014

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

Old Business:

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

RESOLUTION NO.: 206 - 2014

OF

AUGUST 11, 2014

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

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

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

WHEREAS, this Council finds that adjourning the public hearing until the proposed legislation has been reviewed and revised is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the public hearing scheduled for the regular meeting of the City Council on August 11, 2014 at 7:00 pm to receive comments concerning "A Local Law Adding Chapter 276 entitled 'Tobacco' and Enacting Article I entitled 'Tobacco Retail License' to the Code of Ordinances of the City of Newburgh" is hereby adjourned.

RESOLUTION NO.: 188 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

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

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

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

Terms and Conditions Sale

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

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

STANDARD TERMS:

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

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

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

Property Proposal Summary

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

Offer Information:

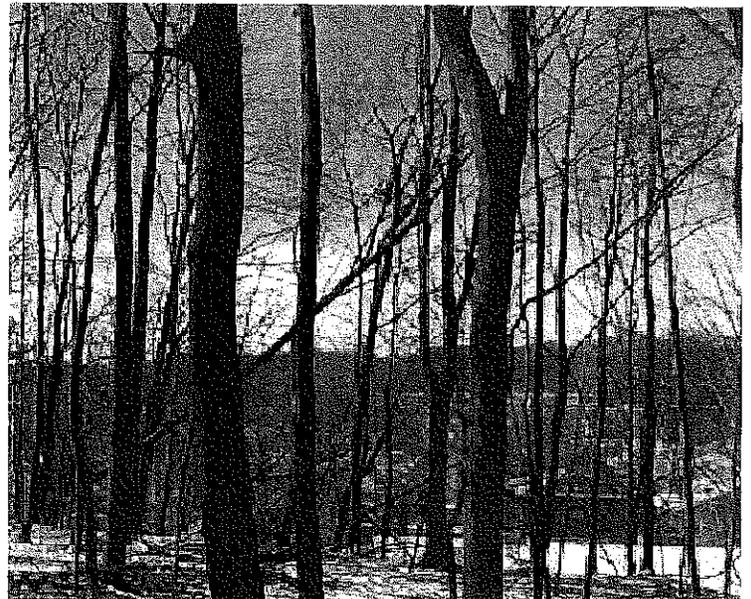
Name: Michael Papaleo

Offer Price:

Construction Estimate:

Proof of Financing:

Other Income:



received
3/6/2014

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

February 26, 2014

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

Dear Mr. James Slaughter:

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

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

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

Sincerely,



Michael Papaleo

c.c. Courtney Kain



City of Newburgh

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

Joanne M. Majewski, IAO
Assessor

David Kohl
Assistant Assessor

May 8, 2014

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

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

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

The properties are described as follows:

230 Prospect Street, SBL 7-1-41

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

231 Prospect Street, SBL 7-1-46

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

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

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

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

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

Respectfully submitted,


Joanne Majewski, IAO
Assessor

RESOLUTION NO.: 189 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

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

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

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

Terms and Conditions Sale

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

STANDARD TERMS:

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

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

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

Property Proposal Summary

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

Offer Information:

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





City of Newburgh

DEPARTMENT OF PLANNING & DEVELOPMENT

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

TEL: (845) 569-9400

FAX: (845) 569-9700

January 27, 2014

Kebreau Nazaire
P. O. Box 10731
Newburgh NY 12550

Dear Kebreau:

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

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

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

Sincerely,



James A. Slaughter, Director
Planning & Development

359 First St

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

459 First Street
Newburgh, NY 12550

RECEIVED
JUN 17 2014
DEPT. P. & D.

Renovation Proposal

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

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

Construction Timetable

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

Contact:

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

459 FIRST STREET

From Rick M. [Signature]

4/8/2014

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

RESOLUTION NO.: 190 - 2014

OF

AUGUST 11, 2014

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

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

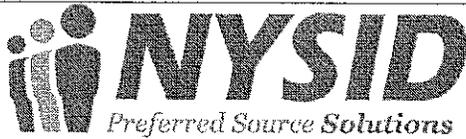
WHEREAS, such custodial services shall be provided by NYSID Member Agency Occupations; and

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

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

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

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



Request for Price Concurrence

Date Sent: July 24, 2014 REQUEST # 1

Contracting Agency: City of Newburgh

Customer Contact: John J. Aber PLEASE UPDATE INFORMATION IF NEEDED.

Job Title: Comptroller

Street Address: 83 Broadway – 4th Floor

City, State Zip: Newburgh, NY 12550

Phone: 845-569-7322 Ext: _____ Fax: 845-569-7490 E-Mail: J.Aber@cityofnewburgh-ny.gov

Member Agency: Occupations

Service: Custodial

Location: Police Department, 55 Broadway, Newburgh
Code Compliance, 123 Grand Street, Newburgh

One-year contract with 2 one-year options with CPI adjustment for each of the executed option years.
First year, Police Department, \$69,573.35
Code Compliance, \$32,314.00, with CPI adjustment after first year anniversary,
Please Note: All Contracts with Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits dependent upon the annual (July 1) NYS Department of Labor Published Prevailing Wage for that schedule.

Proposed Price: _____

If a Renewal, Current Contract #: _____

Proposed Renewal Term: _____

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

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

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

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



Request for Price Concurrence

The information contained herein is proprietary and confidential

See attached documents in lieu of signed form

The information contained herein is proprietary and confidential

RESOLUTION NO.: 191 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

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

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

CONTRACTUAL AGREEMENT

PARTIES

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

City of Newburgh
83 Broadway
Newburgh, NY 12550

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

PURPOSE OF CONTRACT

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

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

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

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

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

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

SCOPE OF SERVICES

Under this contract, WDI will provide the following:

City Communication Plan

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

Business Support

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

Vocational Focus

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

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

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

MEASUREMENTS – Benchmarks that will be reviewed to Determine Success

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

City

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

Businesses

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

Providers

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

Data

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

TIMEFRAME

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

COMPENSATION AND REPORTS REQUIRED FOR PAYMENT

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

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

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

TERMINATION

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

Edward Murphy
Executive Director
Workforce Development Institute

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

Date

Date

RESOLUTION NO.: 192 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

RESOLUTION NO.: 193 - 2014

OF

AUGUST 11, 2014

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

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

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

AGREEMENT FOR VENDOR SERVICES

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

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. TERM OF AGREEMENT

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

ARTICLE 3. COMPENSATION

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

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

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

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation,

partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

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

ARTICLE 13. INSURANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 14. INDEMNIFICATION

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

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

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

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

ARTICLE 16. TERMINATION

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

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

- A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

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

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

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

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

ARTICLE 17. GENERAL RELEASE

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

ARTICLE 18. SET-OFF RIGHTS

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

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

ARTICLE 19. NO ARBITRATION

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

ARTICLE 20. GOVERNING LAW

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

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

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

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

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

ARTICLE 22. ENTIRE AGREEMENT

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

ARTICLE 23. MODIFICATION

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

ARTICLE 24: CLOSE OUT & CLEAN UP

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

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

THE CITY OF NEWBURGH

C & N AMUSEMENTS

BY: _____
Michael G. Ciaravino,
City Manager

BY: _____
Robert Rivera

DATE: _____

DATE: _____

APPROVED AS TO FORM

MICHELLE KELSON
Corporation Counsel

JOHN J. ABER,
City Comptroller

SCHEDULE A
SCOPE OF SERVICES

RIDES:

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

35% OF RIDE GROSS AFTER \$30,000.00

TABLES:

\$100.00 PER CONCESSION

RESOLUTION NO.: 194 - 2014

OF

AUGUST 11, 2014

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

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

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

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

WHEREAS, no City matching funds is required; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the Orange County Youth Bureau in the amount of \$40,000.00 requiring no City match for the Recreation Department to fund a year round basketball program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 195 - 2014

OF

AUGUST 11, 2014

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

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

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

WHEREAS, no City matching funds are required; and

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

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

RESOLUTION NO.: 196 -2014

OF

AUGUST 11, 2014

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

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

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

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

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

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH
 83 BROADWAY
 NEWBURGH NY 12550

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

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

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

ACTION:

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

UPGRADE EXISTING LIGHTS & ADD NEW LGHTS

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

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

MUNICIPALITY _____ BY _____
 _____, 20__ TITLE _____
 W.O.NO. 6686A/R DATE WORK COMPLETED _____ BY _____