



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*  
August 11, 2014  
7:00 p.m.

Mayor/Alcaldesa :

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

City Clerk / Secretaria de la ciudad:

3. Roll Call / *Lista de asistencia*

Presentations / Presentaciones:

1. A Certificate of Recognition in Honor of the late Joan Shapiro, Mayor of the City of Newburgh from 1980-1988.

*Certificado de reconocimiento en honor a la ex alcaldesa, Joan Shapiro, Alcaldesa de la Ciudad de Newburgh 1980 - 1988.*

2. Certificates of Recognition in honor of local senior citizens for service to the community

*Certificados de reconocimiento en honor a miembros de la edad avanzada por servicio comunitario*

3. Courtney Allen, producer of "At Risk" will present the preview of her series

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

Executive Session / Sesión Ejecutiva:

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

*Cuestiones que conducen al nombramiento, empleo, promoción, descenso de categoría, disciplina, suspensión, destitución o remoción de una persona en particular*

Communications / Comunicaciones:

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

*Aprobación del acta de la reunión del 14 de julio 2014*

Comptroller's Report / Reporte de el Contralor:

5. Monthly Financial Summary / Resumen Mensual Financiero

Adjourning Public Hearing / Aplazar la audiencia pública

6. (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.

*(Resolución No. 206-2014) Una resolución para aplazar la audiencia pública programada para el 11 de Agosto de 2014 para escuchar los comentarios del público en relación con una ley local añadiendo Capítulo 276 titulado "Tabaco" del Código de Ordenanzas de la Ciudad de Newburgh.*

Comments from the public regarding the agenda / Comentarios del público con respecto a la agenda:

City Manager's Report / Reporte del Gerente de la Ciudad:

7. 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.

*Una resolución que autorice el traspaso de bienes inmuebles conocido como 230 Prospect Street (Sección 7, Bloque 1, Lote 41) y 231 Prospect Street, (Sección 7, Bloque 1, Lote 46) en venta privada a Michael Papaleo por la cantidad de \$ 1,500.00 .*

8. 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.

*Una resolución que autorice el traspaso de bienes inmuebles conocido como 459 First Street (Sección 27, Bloque 1, Lote 14) en venta privada a Nazaire Kebreau por la cantidad de \$ 5,000.00.*

9. 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

*Una resolución que autorice al Gerente de la Ciudad para ejecutar un contrato con la Industria de Nueva York para los Descapacitados para proporcionar servicios de custodia para los edificios de propiedad de la ciudad conocidos como 55 Broadway y 123 Grand Street con un costo de \$101,887.35*

10. 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.

*Una resolución que autorice al Gerente de la Ciudad a entrar en un acuerdo con el Instituto de Desarrollo de la Fuerza Laboral (WDI) para desarrollar un Consejo Consultivo Empresarial de los empleadores locales para proporcionar oportunidades de empleo para residentes calificados de la Ciudad de Newburgh a un costo para de \$40,000 dólares.*

11. 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 26<sup>th</sup> annual International Festival.

*Una resolución que autorice al Gerente de la Ciudad para entrar en varios acuerdos para celebrar el 26th Anual Festival Internacional y proporcionar artistas intérpretes y otros servicios.*

12. 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 26<sup>th</sup> annual International Festival.

*Una resolución que autorice al Gerente de la Ciudad para entrar en un acuerdo con C & N Diversiones para juegos mecánicos, atracciones y concesiones relacionados con el 26th Anual Festival Internacional*

13. 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.

*Una resolución que autorice al Gerente de la Ciudad para solicitar y aceptar en caso de adjudicación, los fondos de la Oficina de la Juventud del Condado de Orange por la cantidad de \$40,000.00 sin fondos complementarios requeridos de la Ciudad para dar un programa de baloncesto durante todo el año en la Ciudad de Newburgh*

14. 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.

*Una resolución que autorice al Gerente de la Ciudad para solicitar y aceptar si se le adjudica una beca de la División de Seguridad Nacional y Servicios de Emergencia del Estado de Nueva York, en una cantidad que no exceda \$ 100,000.00 para la ciudad de Newburgh Departamento de Bomberos sin fondos complementarios requeridos.*

15. 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.

*Una resolución que autorice al Gerente de la Ciudad que modifique la Orden de Autoridad de Alumbramiento Público con CH Energy Group, Inc.*

16. 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.

*Una resolución que autorice al Gerente de la Ciudad para entrar en un contrato de arrendamiento con Orange County-Poughkeepsie LLP d / b / a / Verizon Wireless para permitir la instalación, operación y mantenimiento de equipos de comunicaciones inalámbricas de utilidad pública en la sede del Palacio de Justicia de la ciudad localizado en el 300 Broadway.*

17. 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 \$3,094.00

*Una resolución que autorice al Gerente de la Ciudad para aceptar una propuesta y ejecutar un acuerdo con QuES&T Environmental Testing para las encuestas de asbesto y pintura con plomo para el proyecto de demolición de efecto invernadero en el parque Downing por un costo de \$3,094.00*

18. Resolution No. 199-2014

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

*Una resolución que autorice al Gerente de la Ciudad para entrar en un acuerdo con Enviologic de Nueva York, Inc. para servicios de pruebas ambientales en la estación de bomberos del West End con un costo de \$4,215.00*

19. 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.

*Una resolución para la modificación del 2014 Libro de Análisis Personal para eliminar una posición de mecanógrafo y añadir una posición de cuenta de Secretario en el Departamento de Policía*

20. 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.

*Una resolución que autoriza añadir dos (2) posiciones de Sargento temporal y dos posiciones (2) de Agente de policía temporal en el Departamento de Policía*

21. 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

*Una resolución que modifica la Resolución No: 247-2013, el presupuesto de 2014 para la Ciudad de Newburgh, Nueva York para transferir \$5,600.00 de Edificios Municipal-Servicios de Proveedores y \$9,600.00 de Recreación-Otros Servicios para cubrir el saldo de los servicios de custodia a través de las Industrias del Estado de Nueva York para los Discapacitados, Inc. hasta el 31 de diciembre 2014*

22. 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.

*Una resolución en memoria de la Reubicación de 2013 Fondos Anticipación Notas de Bond en la cantidad de \$75,000.00 dólares desde 104 S. Lander Street hasta el Centro de Actividades*

23. 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

*Autorizar al Gerente de la Ciudad a aceptar la donación de una fotografía por Ruedi Hofmann para el Ayuntamiento de Newburgh de parte de la tienda Newburgh Art Supply*

24. 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.

*Una resolución que autorice al Gerente de la Ciudad para solicitar y aceptar si se le adjudica una beca de la oficina de la División de Seguridad Nacional y Servicios de Emergencia – Oficina del Condado de Terrorismo bajo el Equipo Canino de becas Estado de Nueva York en una cantidad que no exceda de \$60,000 dólares sin fondos de contrapartida*

25. 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

*Una resolución que modifica la Resolución NO. 247-2013, el Presupuesto 2014 para la Ciudad de Newburgh, Nueva York para transferir \$230,000.00 del Fondo de Alcantarillado al Fondo Alcantarillado Sanitarias-Equipos /Infraestructura*

26. 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)

*Una resolución de derogación a la Resolución No. 105-2013 de 13 de mayo 2013 con respecto a la re-compra de bienes inmuebles ubicados en la 72 Hasbrouck Street (Sección 38, bloque 3, Lote 61)*

27. Resolution No. 209-2014

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

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

28. Resolution No. 210 -2014

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

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

29. Resolution No. 211-2014

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

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

30. Resolution No. 212-2014

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

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

31. Resolution No. 213-2014

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

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

32. Resolution No. 214-2014

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

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

33. Resolution No. 215- 2014

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

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

34. Ordinance No. 2-2014

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

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

35. Ordinance No. 3-2014

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

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

36. Ordinance No. 4-2014

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

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

Old Business / Asuntos Pendientes:

New Business / Nuevos Negocios:

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

Further Comments from the Council / Nuevas observaciones del Consejo:

Adjournment / Aplazamiento:

RESOLUTION NO.: 206 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

RESOLUTION NO.: 188 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

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

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

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

**Terms and Conditions Sale**  
**230 Prospect Street, City of Newburgh (7-1-41)**  
**231 Prospect Street, City of Newburgh (7-1-46)**

**STANDARD TERMS:**

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

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

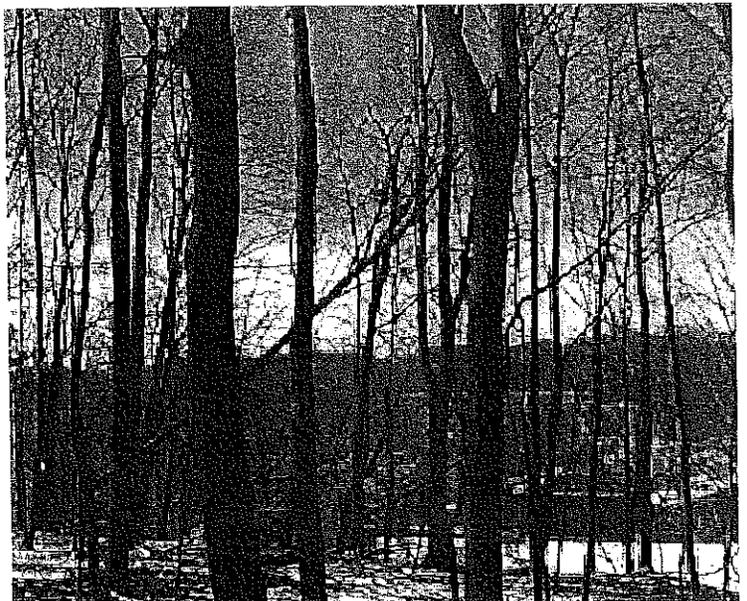
9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 10, 2014. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is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

## Property Proposal Summary

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

### Offer Information:

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



received

3/6/2014

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

February 26, 2014

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

Dear Mr. James Slaughter:

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

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

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

Sincerely,



Michael Papaleo

c.c. Courtney Kain



# City of Newburgh

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

Joanne M. Majewski, IAO  
Assessor

David Kohl  
Assistant Assessor

May 8, 2014

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

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

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

The properties are described as follows:

**230 Prospect Street, SBL 7-1-41**

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

**231 Prospect Street, SBL 7-1-46**

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

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

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

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

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

Respectfully submitted,

  
Joanne Majewski, 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.

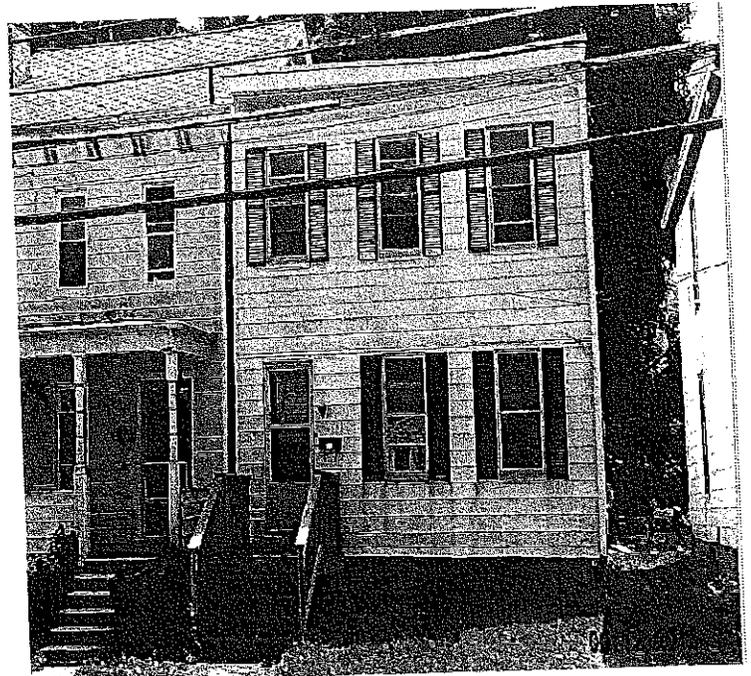
9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 10, 2014. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is 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](http://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

8. 457

359 First St

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

459 First Street  
Newburgh, NY 12550

RECEIVED  
JUL 11 2004  
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 <sup>th</sup>	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 – 4<sup>th</sup> Floor  
 City, State Zip: Newburgh, NY 12550  
 Phone: 845-569-7322 Ext: \_\_\_\_\_ Fax: 845-569-7490 E-Mail: JAber@cityofnewburgh-ny.gov

Member Agency: Occupations  
 Service: Custodial  
 Location: Police Department, 55 Broadway, Newburgh  
Code Compliance, 123 Grand Street, Newburgh  
 Proposed Price: 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.**  
 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](mailto: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](mailto: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 Date: \_\_\_\_\_  
[bhammel@nysid.org](mailto:bhammel@nysid.org)



## Request for Price Concurrence

The information contained herein is proprietary and confidential



See attached documents in lieu of signed form

The information contained herein is proprietary and confidential

RESOLUTION NO.: 191 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

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

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

## 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 26<sup>th</sup> 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 26<sup>TH</sup> ANNUAL INTERNATIONAL FESTIVAL

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

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

## AGREEMENT FOR VENDOR SERVICES

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

### ARTICLE 1. SCOPE OF WORK

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

### ARTICLE 2. TERM OF AGREEMENT

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

### ARTICLE 3. COMPENSATION

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

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

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

### ARTICLE 4. EXECUTORY CLAUSE

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

## ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

## ARTICLE 6. CONFLICT OF INTEREST

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

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

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

## ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

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

#### ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

#### ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

#### ARTICLE 10. BOOKS AND RECORDS

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

**ARTICLE 11. RETENTION OF RECORDS**

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

**ARTICLE 12. AUDIT BY THE CITY AND OTHERS**

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

**ARTICLE 13. INSURANCE**

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

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

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

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

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

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

- A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
- B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;
- C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and
- D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

#### ARTICLE 14. INDEMNIFICATION

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

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

#### ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

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

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

#### ARTICLE 16. TERMINATION

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

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

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

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

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

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

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

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

#### ARTICLE 17. GENERAL RELEASE

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

#### ARTICLE 18. SET-OFF RIGHTS

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

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

#### ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City 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 FOLLOW

ACTION:

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

UPGRADE EXISTING LIGHTS & ADD NEW LGHTS

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

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

MUNICIPALITY \_\_\_\_\_ BY \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_ TITLE \_\_\_\_\_

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

RESOLUTION NO.: 197 - 2014

OF

AUGUST 11, 2014

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

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

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

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

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

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

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

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

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

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

SITE NAME:  
SITE NUMBER:  
ATTY/DATE

### LEASE AGREEMENT

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

### WITNESSETH

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

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

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

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

3. TERM; RENTAL.

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

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

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

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

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

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

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

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

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

8. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

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

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

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

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

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

21. ENVIRONMENTAL.

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

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

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

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

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

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

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

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

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

WITNESS

\_\_\_\_\_

WITNESS

\_\_\_\_\_

**LESSOR:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

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

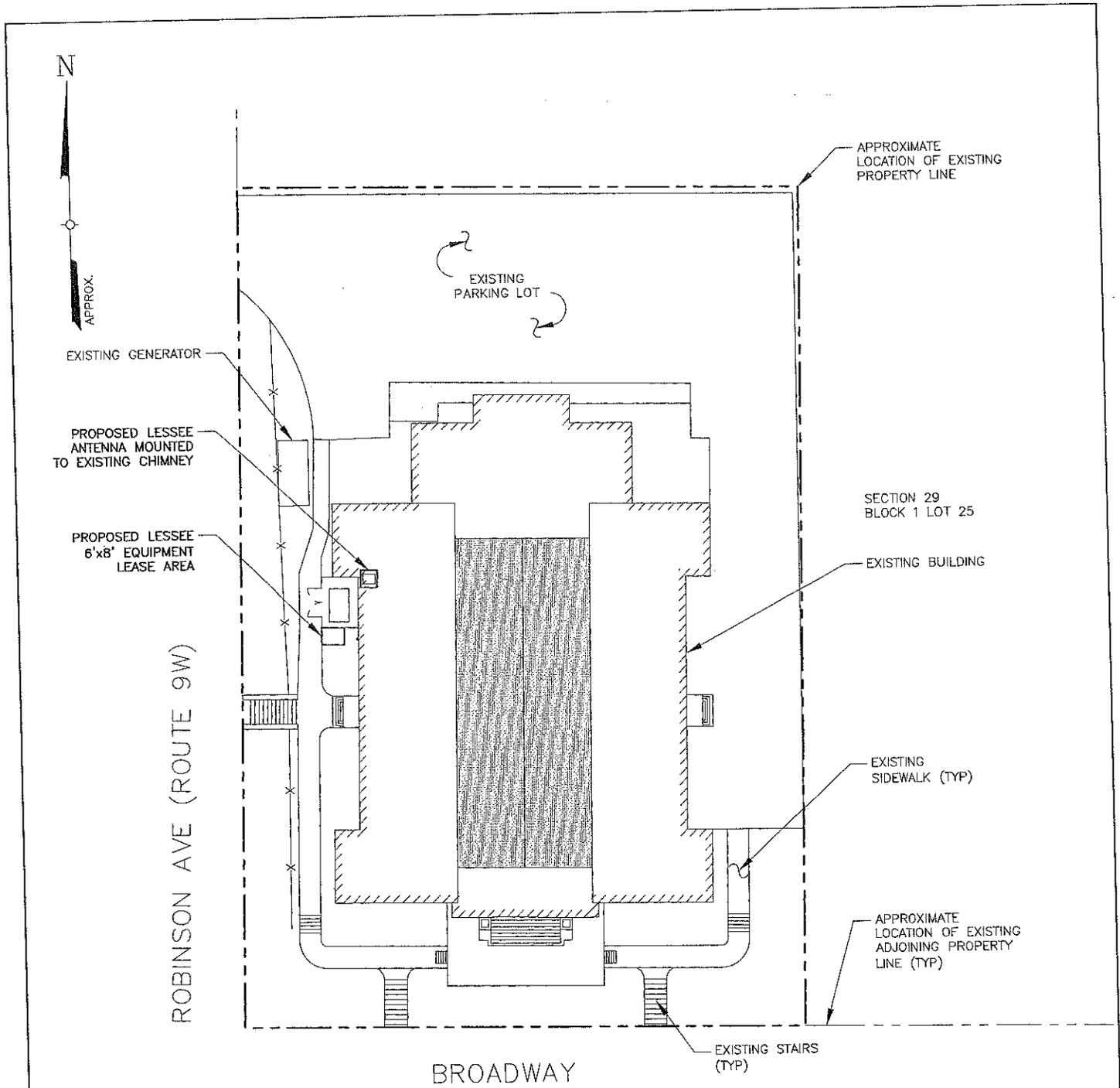


EXHIBIT A

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

# Short Environmental Assessment Form

## Part I - Project Information

### Instructions for Completing

**Part I - 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.

<b>Part I - Project and Sponsor Information</b>			
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"/>
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:			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 1.3 acres			
b. Total acreage to be physically disturbed? _____ .001 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 1.65 acres			
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			



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

**Agency Use Only [If applicable]**

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

**Short Environmental Assessment Form  
 Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

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

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<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"/>

Agency Use Only [If applicable]

Project:

Date:

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

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

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

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

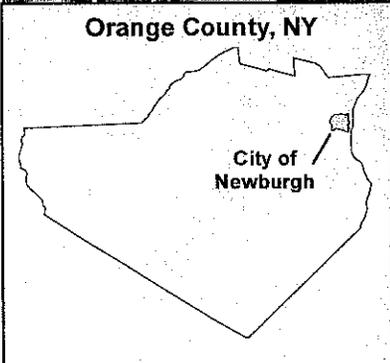
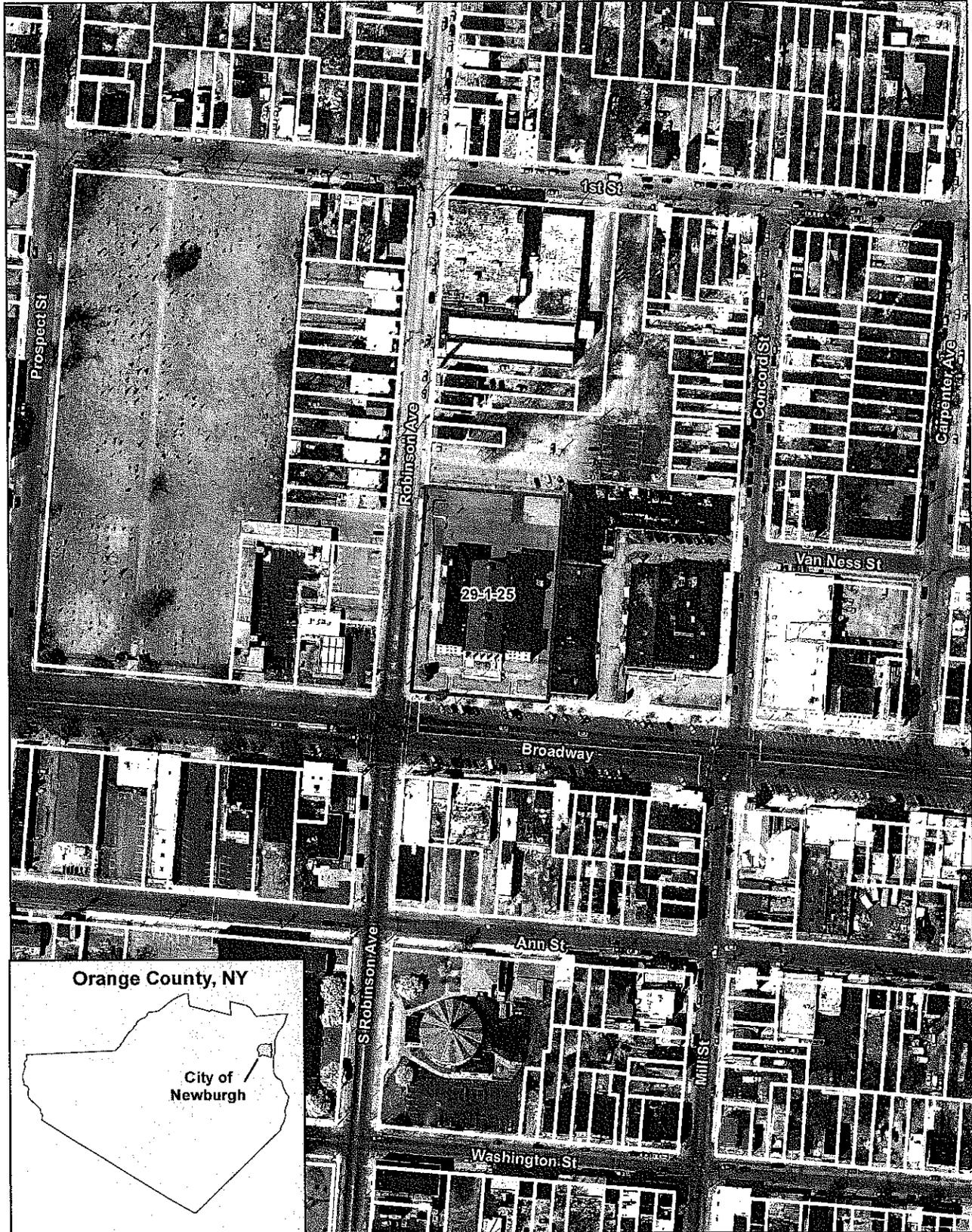
\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**





FOR VISUAL REFERENCE ONLY  
DEPICTION IS NOT TO SCALE  
AND SHOULD NOT BE USED FOR  
CONSTRUCTION OR ANY OTHER  
PURPOSES WITHOUT THE  
APPROPRIATE AUTHORITY

1 Inch = 200 Feet

LFF  
7/30/14