City of Newburgh Council Work Session

Sesión de trabajo del Concejal de la Ciudad de Newburgh

August 6, 2015

6:00 p.m.

AGENDA

1. Reminders:

   a. A presentation from Westchester Community Opportunity Program Inc. (WestCOP) Supportive Services for Veterans. (Councilwoman Cindy Holmes)

   b. An introduction of Chris Hanson, new appointee for the Architectural Review Commission.

   c. A Public hearing will be held to hear public comment concerning a Local Law rescinding the language contained in Chapter 34, Article I of the Code of the City of Newburgh entitled "Code of Ethics" and amending Chapter 34 to enact a new Article I entitled "Code of Ethics" to the Code of Ordinances of the City of Newburgh

2. Economic Development and Planning:

   a. Resolution No. 185 -2015
   A resolution to authorize the conveyance of real property known as 279 liberty Street (Section 18, Block 5, Lot 8) and 146 Chambers Street (Section 18, Block 5, Lot 29) at private sale to the Boys and Girls Club of Newburgh for the amount of $10,000.00. (Deirdre Glenn)

   b. Resolution No. 186-2015
   A resolution to authorize the conveyance of real property known as 37 Hasbrouck Street (Section 38, Block 4, Lot 17), 42 Hasbrouck Street (Section 38, Block 3, Lot 49) and 53 Hasbrouck Street (Section 38, Block 4, Lot 11) at private sale to Liz Pastore D/B/A Prestige Building Co. for the amount of $25,500.00. (Deirdre Glenn)

c. Resolution No. 187-2015
A resolution to authorize the conveyance of real property known as 118 Johnston Street (Section 18, Block 10, Lot 15) and 127 Johnston Street (Section 18, Block 2, Lot 21) at private sale to Mark Epstein for the amount of $9,000.00. (Deirdre Glenn)

d. Resolution No. 188-2015
A resolution to authorize the conveyance of real property known as 266 Carpenter Avenue (Section 7, Block 7, Lot 42) at private sale to Veronica Moreno for the amount of $20,000.00. (Deirdre Glenn)

e. Resolution No. 189-2015
A resolution authorizing the transfer of real property known as 169 1/2 Liberty Street (Section 30, Block 5, Lot 12.1) to the Newburgh Community Landbank at private sale. (Deirdre Glenn)

f. Resolution No. 190–2015
A resolution authorizing the City Manager to execute an amended License Agreement with Veterans Leading the Way to permit access to City owned property located at 41 Wisner Avenue (Section 32, Block 1, Lot 8) for the purposes of redeveloping the property. (Deirdre Glenn)

3. Agreements and Grants:

a. Resolution No. 191 -2015
A resolution authorizing the City Manager to apply for and accept if awarded a grant from the Center for Community Progress for the Technical Assistance Scholarship Program to provide up to 200 hours of direct technical assistance with a cash match in an amount up to $10,000.00. (Councilwoman Karen Mejia)

b. Resolution No. 192 -2015
A resolution authorizing the City Manager to execute an agreement and accompanying service orders on behalf of the city of Newburgh with Lightower Fiber Network to provide for increases to the Wide Area Network ("WAN") computer networking and internet services for all City departments at a cost of $4,600.00 per month for a term of thirty six (36) months plus a one-time installation cost of $500.00 for the addition of "WAN" services at the West End Firehouse located at 492 Broadway. (Glenn Kurcon & John Aber)

c. Resolution No. 193-2015
A resolution designating Mobile Life Support Services, Inc. as the emergency medical services provider in the city of Newburgh and authorizing the City

Manager to designate emergency medical service providers in the City of Newburgh. (Mayor Kennedy)

d. Resolution No. 194-2015
A resolution authorizing the City Manager to enter into a Memorandum of Understanding with SUNY Orange to participate in the Student Internship Program. (Michelle Mills)

e. Resolution No. 195-2015
A resolution authorizing the City Manager to enter into an agreement with Hudson Vista Medical P.C. to provide occupational health services to the City of Newburgh. (Tim Kramer & Michael Ciaravino)

f. Resolution No. 196-2015
A resolution authorizing the City Manager to accept donations in support of the City of Newburgh's Back to School Party in the park event.
(Councilwoman Holmes)

g. Resolution No. 197 -2015
A resolution authorizing the City Manager to enter into an agreement with Shamrock Shows, Inc. for the amusement rides, attractions, and concessions at the City of Newburgh International Festival. (Councilwoman Angelo)

h. Resolution No. 198 -2015
A resolution amending the 2015 Personnel Analysis Book to add one temporary part-time Records Management position. (Michael Ciaravino & John Aber)

i. Draft Resolution No. 199-2015
A resolution to remove the "Have you been convicted of a crime?" question from the City of Newburgh application for employment form. (Mayor Kennedy)

Una resolución para remover la pregunta: ¿Usted ha sido declarado culpable de un crimen? De la aplicación de empleo de la Ciudad de Newburgh.

4. Engineering

a. Resolution No. 200 -2015
Resolution amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer $15,000.00 from general fund contingency to engineering – repairs/other equipment and consultants services in connection with asbestos testing and shoring materials for City Hall. (Jason Morris)

b. Resolution No. 201 -2015
A resolution authorizing the City Manager to accept a proposal from Envirologic of New York, Inc. for asbestos testing services for City Hall at a cost of $860.00. (Jason Morris)

c. Resolution No. 202 -2015
A resolution of the City Council of the City of Newburgh, New York consenting to a lot line revision at the border of 139 Ellis Avenue and 141 Ellis Avenue. (Jason Morris)

5. Ordinances:

a. Ordinance No. 11-2015
An ordinance amending section 288-77 of the Code of Ordinances to establish a 15-minute Parking Zone at 115 and 117 Liberty Street. (Deirdre Glenn)

b. Draft Ordinance No. 12-2015
An ordinance amending section 163-1 "Schedule of Code Fees" of Chapter 163 "Fees" of the Code of the City of Newburgh . (Deirdre Glenn)

6. Discussion Items:

a. First St. Fishing Pier Rehabilitation

b. Draft Resolution No. 2015
A resolution authorizing the City Manager to execute assignments of a promissory note, mortgages and subordination agreements and to execute releases of restrictive covenants to enable Dubois Street Redevelopment LP to transfer the Dubois Street neighborhood redevelopment project to the Newburgh Community Land Bank or its designee. (Deirdre Glenn)

c. Downing Park Greenway System (Alexandra Church)

d. Workforce Development Contract (Mayor Kennedy)

e. Discussion on Consolidated Iron Site (Mayor Kennedy)

f. Mill and Fill - List of streets to be paved (Mayor Kennedy)

7. Executive Session:

a. Proposed/Pending litigation/Litigio Pendiente

RESOLUTION NO.: 185- 2015

OF

AUGUST 10, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 279 LIBERTY STREET (SECTION 18, BLOCK 5, LOT 8) AND 146 CHAMBERS STREET (SECTION 18, BLOCK 5, LOT 29) AT PRIVATE SALE TO THE BOYS AND GIRLS CLUB OF NEWBURGH FOR THE AMOUNT OF $10,000.00

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 279 Liberty Street and 146 Chambers Street, being more accurately described as Section 18, Block 5, Lot 8 and Section 18, Block 5, Lot 29, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 properties 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 properties 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 19, 2015 being seventy (70) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
279 Liberty Street	18 – 5 – 8	Boys & Girls Club of Newburgh	$10,000.00
146 Chambers Street	18 – 5 – 29		

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

Terms and Conditions Sale
279 Liberty Street, City of Newburgh (18-5-18)
146 Chambers Street, City of Newburgh (18, 5, 29)

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 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. 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 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. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcels so designated in accordance with same.
7. 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.

8. 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.
9. 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.
10. 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 19, 2015. *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.
11. 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 <u>not</u> 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.
12. 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.
13. 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.**
14. 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.
15. 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.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which

have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 186 - 2015

OF

AUGUST 10, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 37 HASBROUCK STREET (SECTION 38, BLOCK 4, LOT 17), 42 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 49) AND 53 HASBROUCK STREET (SECTION 38, BLOCK 4, LOT 11) AT PRIVATE SALE TO LIZ PASTORE D/B/A PRESTIGE BUILDING CO. FOR THE AMOUNT OF $25,500.00

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 37 Hasbrouck Street, 42 Hasbrouck Street and 53 Hasbrouck Street , being more accurately described as Section 38, Block 4, Lot 17, Section 38, Block 3, Lot 49 and Section 38, Block 4 and Lot 11 respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 19, 2015, being seventy (70) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
37 Hasbrouck Street	38 – 4 – 17	Liz Pastore	$ 15,000.00
42 Hasbrouck Street	38 – 3 – 49		$ 4,000.00
53 Hasbrouck Street	38 – 4 – 11		$ 6,500.00

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

Terms and Conditions Sale
37 Hasbrouck Street, City of Newburgh (38-4-17)
42 Hasbrouck Street, City of Newburgh (38-3-49)
53 Hasbrouck Street, City of Newburgh (38-4-11)

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 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. 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 19, 2015. *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 purchaser shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> 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, 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 purchaser 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.

RESOLUTION NO.: ___187____- 2015

OF

AUGUST 10, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 118 JOHNSTON STREET (SECTION 18, BLOCK 10, LOT 15) AND 127 JOHNSTON STREET (SECTION 18, BLOCK 2, LOT 21) AT PRIVATE SALE TO MARK EPSTEIN FOR THE AMOUNT OF $9,000.00

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 118 Johnston Street and 127 Johnston Street, being more accurately described as Section 18, Block 10, Lot 15 and Section 18, Block 2, Lot 21, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 properties 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 properties 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 19, 2015 being seventy (70) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
118 Johnston Street	18 – 10 – 15	Mark Epstein	$1,000.00
127 Johnston Street	18 – 2 – 21		$8,000.00

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
118 Johnston Street, City of Newburgh (18-10-15)
127 Johnston Street, City of Newburgh (18-2-21)

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 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. 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. The Purchaser is currently the owner of an adjacent parcel identified as 120 Johnston Street, Section 18, Block 10, Lot 1, and will combine the parcels identified as 120 Johnston Street and 118 Johnston Street as one lot of record within one (1) year of the date of conveyance of 118 Johnston Street.
7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.

8. 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.
9. 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.
10. 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.
11. 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 19, 2015. *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.
12. 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 <u>not</u> 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.
13. 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.
14. 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.**
15. 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.
16. 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.

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

RESOLUTION NO.: 188 - 2015

OF

AUGUST 10, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 266 CARPENTER AVENUE (SECTION 7, BLOCK 7, LOT 42) AT PRIVATE SALE TO VERONICA MORENO FOR THE AMOUNT OF $20,000.00

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 266 Carpenter Avenue, being more accurately described as Section 7, Block 7, Lot 42 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 19, 2015, being seventy (70) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
266 Carpenter Avenue	7 – 7 – 42	Veronica Moreno	$20,000.00

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
266 Carpenter Avenue, City of Newburgh (7-7-42)

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. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City and County taxes and 2014-2015 School Taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units.
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 19, 2015. *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 <u>not</u> 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 ten (10) 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.

RESOLUTION NO.: _____ - 2015

OF

AUGUST 10, 2015

A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY KNOWN AS 169 1/2 LIBERTY STREET (SECTION 30, BLOCK 5, LOT 12.1) TO THE NEWBURGH COMMUNITY LANDBANK AT PRIVATE SALE

WHEREAS, the Newburgh Community Land Bank was incorporated pursuant to Article 16 and Section 402 of the Not-for-Profit Corporation Law and is a Type C Not-For-Profit corporation as defined in Section 201 of the Not-For-Profit Corporation Law; and

WHEREAS, the mission of the Newburgh Community Land Bank is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, the Newburgh Community Land Bank is ready to acquire City-owned properties consistent with its mission to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, the Newburgh Community Land Bank has requested real property known as 1691/2 Liberty Street, more accurately described as Section 30, Block 5, Lot 12.1 on the official Tax Map of the City of Newburgh; and

WHEREAS, this Council has determined that transferring title to 1691/2 Liberty Street (Section 30, Block 5, Lot 12.1) is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, 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; and

Property address	Section, Block, Lot	Purchaser
169 1/2 Liberty Street	30 – 5 – 12.1	Newburgh Community Land Bank

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh the properties are to be transferred to the Newburgh Community Land Bank subject to the Disposition Policies of the Newburgh Community Land Bank annexed hereto and made part hereof as Schedule "A"; and

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

"SCHEDULE A"

Priorities Concerning the Disposition of Properties Newburgh Community Land Bank

The acquisition, use, and disposition of such properties shall at all times be consistent with the authority granted by the City of Newburgh, the laws of the state of New York, the articles of incorporation and bylaws of the City of Newburgh Land Bank, and the public purposes set forth therein.

As approved by the Board of Directors on September 19, 2012.

1. Priorities Concerning the Disposition of Properties

The disposition of properties shall be based upon a combination of three different factors. The first factor involves the intended or planned use of the property. The second factor considers the nature and identity of the transferee of the property. The third factor addresses the impact of the property transfer on the short and long term neighborhood and community development plans. Within each factor is a ranking of priorities. The disposition of any given parcel will be based upon an assessment of the most efficient and effective way to maximize the aggregate policies and priorities. The Board and Staff of the Land Bank shall at all times retain flexibility in evaluating the appropriate balancing of the priorities for the use of property, priorities as to the nature of the transferee of properties, and priorities concerning neighborhood and community development.

Priorities for Use of Property

1. Quality housing.
2. Return of the property to productive tax paying status.
3. Commercial and mixed use development.
4. Long term "banking" of properties for future strategic uses.
5. Provision of financial resources for operating functions of the Land Bank.

Priorities as to the Nature of the Transferee

1. Individuals who will own and occupy the residential property.
2. Qualified Landlords or real estate investors.
3. Qualified real estate developers; Entities that are a partnership, limited liability corporation, or joint venture comprised of a private nonprofit corporations and a private for-profit entity.
4. Businesses that will own and occupy commercial property.
5. Qualified nonprofits corporations that will hold title to the property on a long-term basis (primarily rental properties) or hold title to the property for purposes of subsequent redevelopment and re-conveyance to private third parties for homeownership.
6. Local government entities for public purpose use.

2. Land Disposition Policies

These policies pertain to transfers of property that may be vacant, improved or ready to occupy.

1. Individuals and entities that were the prior owners of property at the time of the tax foreclosure which transferred title to the Treasurer shall be ineligible to be the transferee of such property from the Treasurer.
2. The transferee must not own any real property that: a) has any un-remediated citation or violation of the state and local codes and ordinances; b) a history of chronic code citations or violations of the state and local codes and ordinances; c) is tax delinquent; d) was transferred to a local government as a result of tax foreclosure proceedings.
3. The transferee must not have any judgments against them during the past 5 years regarding a landlord/tenant issue.
4. All tax incentives and financing necessary for the development to be completed must be committed for the development prescribed in the development agreement prior to actual disposition.
5. Options to purchase real estate may be available for a specified percentage of the purchase price with a negotiated time frame to be determined by the Land Bank. This fee will be credited to the parcel price at closing. If closing does not occur, the fee is forfeited. All option agreements are subject to all policies and procedures of the Land Bank pertaining to property transfers.
6. A precise narrative description of future use of the property is required. The future use must be in-line with local development plans. The development agreement shall apply to stated use.
7. The proposed use must be consistent with current zoning requirements or a waiver for non-conforming use is a condition precedent to the transfer.
8. Transactions shall be structured in a manner that permits the Land Bank to enforce recorded covenants or conditions upon title pertaining to development and use of the property for a specified period of time. Such restrictions may be enforced, in certain cases, through reliance on subordinate financing held by the Land Bank.
9. Any non-local residents or entities with a local agent may acquire Land Bank property only with an enforceable plan to place the property into immediate productive use (meaning the property is to be occupied immediately or with the immediate commencement of some form of development project that fits the stated mission of the Land Bank). This applies to all real property.

10. Any exception to the policies governing disposition shall be taken to the governing body of the Land Bank for approval.
11. If code or ordinance violations exist with respect to the property at the time of the transfer, the development or transfer agreements shall specify a maximum period of time for elimination or correction of such violations, with the period of time be established as appropriate to the nature of the violation of the anticipated redevelopment or reuse of the property.
12. The subject property must not have been used by the transferee or a family member of the transferee as his or her personal residence at any time preceding the submission of application (except in rental cases).
13. The Land Bank will consider 'Land Leasing' as a method of disposition in any transactions.
14. Where part or all of the consideration for the transfer is the prospective affordability of the housing units, affordability requirements may be set forth in the transfer agreement and enforceable through recorded covenants, conditions or limitations upon title.

The following additional policies shall apply to properties to be transferred to individual transferees as part of a homeownership program.

1. The owner-occupant must complete renovations and move into the structure with in a time frame negotiated by the Land Bank.
2. The property may not be used solely as rental property.
3. For properties transferred for cash consideration below full fair market value of the property, the owner-occupant must reside in the property as his or her primary residence for at least a 5-year period. If the property is sold prior to the 5-year period, the transferee must either: a) sell the property for no more than the purchase price from the Land Bank plus all cost of property improvements; or b) repay the land bank the difference between the purchase price and the initial fair market value.

RESOLUTION NO.: 190 - 2015

OF

AUGUST 10, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED LICENSE AGREEMENT WITH VETERANS LEADING THE WAY TO PERMIT ACCESS TO CITY OWNED PROPERTY LOCATED AT 41 WISNER AVENUE (SECTION 32, BLOCK 1, LOT 8) FOR THE PURPOSES OF REDEVELOPING THE PROPERTY

WHEREAS, by Resolution No. 155-2015 of July 13, 2015, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Veterans Leading the Way and their contracted agents to allow access to 41 Wisner Avenue, more accurately described as Section 32, Block 1, Lot 8, on the official tax map of the City of Newburgh, for the purposes of performing certain predevelopment activities in connection with a site assessment to determine whether to purchase the property; and

WHEREAS, Veterans Leading the Way and their contracted agents have completed the site investigation and intend to complete the purchase of the property; and

WHEREAS, Veterans Leading the Way have requested continued access to the property prior to the purchase of the property to commence the redevelopment of the property and such access requires an amendment to the existing license agreement, a copy of such amended license agreement is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such amended license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

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 the attached amended license agreement with Veterans Leading the Way and their contracted agents to allow access to 41 Wisner Avenue for the purposes of performing certain redevelopment activities in connection with the proposed purchase of the property.

AMENEDED LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and fifteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and VETS LEADING THE WAY, INC., a not-for-profit organization having an address of 819 Tower Avenue, Maybrook, New York 12543, and their consultants, agents, volunteers and contractors as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, volunteers, agents and contractors, known as 41 Wisner Avenue, and more accurately described as Section 32, Block 1, Lot 8 on the official tax map of the City of Newburgh.

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 41 Wisner Avenue Street in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform certain tasks in connection with the redevelopment of said property owned by Licensor, including but not limited to brush clearing, cleaning, excavating, inspection, filling, boring, testing, sampling, remediation, restoration, construction and any and all other work appurtenant thereto.

Second: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality.

Fourth: Licensee will perform all work in connection with the remediation and redevelopment of an inactive commercial property, including environmental testing, demolition and construction work, review of City of Newburgh and other records, review of governmental environmental records and data, and other measures relating to environmental testing,

underground tanks, potential contamination issues, evaluation of structures and related tasks in connection with said property. Licensee shall post evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars or in all contracts by which Licensee retains consultants and contractors to perform these tasks, they shall post evidence of and shall maintain throughout the term of such contracts public liability insurance naming the Licensor as additional insured under insurance coverage concerning the performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Sixth: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH: THE CITY OF NEWBURGH

LICENSOR

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.

VETERANS LEADING THE WAY

LICENSEE

By: _____

RESOLUTION NO.: ___191____ - 2015

OF

AUGUST 10, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE CENTER FOR COMMUNITY PROGRESS FOR THE TECHNICAL ASSISTANCE SCHOLARSHIP PROGRAM TO PROVIDE UP TO 200 HOURS OF DIRECT TECHNICAL ASSISTANCE WITH A CASH MATCH IN AN AMOUNT UP TO $10,000.00

WHEREAS, the Center for Community Progress ("Community Progress") is seeking applications from public and nonprofit partners for the Technical Assistance Scholarship Program ("TASP"), which serves communities that are ready to engage in a forward-thinking technical assistance process to assess, reform, develop and/or implement systems to address large-scale vacancy and abandonment in their respective communities; and

WHEREAS, selected applicants for TASP will each receive up to 200 hours of direct technical assistance from a team of experts that specializes in relevant aspects of vacant, abandoned, and problem property reclamation; and

WHEREAS, through TASP, Community Progress serves communities looking for innovative solutions in a number of areas spanning the spectrum of vacant property revitalization from prevention all the way to reuse with topics including: Data and Information Systems, Property Tax Collection and Enforcement Reform; Strategic Code Enforcement, Land Bank and Land Banking Program Evaluation, and Vacant Land Maintenance and Reuse Strategies; and

WHEREAS, Community Progress will select up to four applicants and will commit up to 200 hours of technical assistance and request a cash match in an amount up to $10,000.00; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded 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 is hereby authorized to apply for and accept if awarded a grant from the Center for Community Progress for the Technical Assistance Scholarship Program to provide up to 200 hours of direct technical assistance with a cash match in an amount up to $10,000.00; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _____ - 2015

OF

AUGUST 10, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AND ACCOMPANYING SERVICE ORDERS ON BEHALF OF THE CITY OF NEWBURGH WITH LIGHTOWER FIBER NETWORK TO PROVIDE FOR INCREASES TO THE WIDE AREA NETWORK ("WAN") COMPUTER NETWORKING AND INTERNET SERVICES FOR ALL CITY DEPARTMENTS AT A COST OF $4,600.00 PER MONTH FOR A TERM OF THIRTY SIX (36) MONTHS PLUS A ONE TIME INSTALLATION COST OF $500.00 FOR THE ADDITION OF "WAN" SERVICES AT THE WEST END FIREHOUSE LOCATED AT 492 BROADWAY

WHEREAS, by Resolution No.: 18-2011 of January 24, 2011, the City of Newburgh entered into an agreement with Hudson Valley Datanet d/b/a Lightower Fiber Network to provide Wide Area Network ("WAN") and internet services including related equipment at all locations required by the City, scalable bandwidth for all WAN and internet connections and with built-in redundancies to protect against WAN outages, network monitoring and help desk services and on-site support, all to enhance the capacity of the City to employ advanced computer and telecommunications technology to meet its current and future operational demands; and

WHEREAS, such enhanced functioning will require, among other things, an increased available bandwidth, increased network capacity, significantly decreased user downtime, a guaranteed level of service, and the ability to combine voice and data networks which will reduce telephone system costs and reduce the cost of maintenance of telephone infrastructure; and

WHEREAS, such agreement will be expiring and the City of Newburgh wishes to renew such agreement for a term of thirty six (36) months; and

WHEREAS, the renewal agreement includes an upgrade in service to the City's internet capacity and will add services to the West End Firehouse located at 492 Broadway; and

WHEREAS, after the one-time installation cost of Five Hundred ($500.00) Dollars for the addition of 492 Broadway, said renewal agreement is being provided at a total monthly cost of $4,600.00; and

WHEREAS, such funding for this service will be derived from the A.1680.0448 budget;

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

NOW, THEREFORE, BE IT RESOLVED, that the City Manager be and he is hereby authorized to execute an agreement and accompanying service orders, in substantially the form attached hereto with such other provisions as the Information Services Manager and/or the Corporation Counsel may require, with Lightower Fiber Network to provide for increases to the Wide Area Network ("WAN") Computer Networking and internet services for all City departments at a cost of $4,600.00 per month for a term of thirty six (36) months, plus a one-time installation cost of $500.00 for the addition of "WAN" services at the West End Firehouse located at 492 Broadway.

lightower fiber networks

Multi-Loc Ethernet Order Form

Ver 2015-03-06

SO# 2015-0001

Order Type: Renewal - Change

CUSTOMER CONTACT DETAIL

Company
Company Name: City of Newburgh
Cust.Order #:

Billing Address and Contact
Name: Accounts Payable
Billing Address: 83 Broadway, Newburgh
Phone:
State: NY
Zip Code: 12550
Fax:
Email:

Technical Contact
Name: Glenn Kurcon
Primary Phone Number: 845-569-7324
Email: gkurcon@cityofnewburgh-ny.gov
Alternate Phone Number:

ETHERNET NETWORK PRIMARY ENDPOINT DETAIL

Ethernet Service Information
Service Type: Ethernet LAN (E-LAN)
Jumbo Frames Required?: No
SLA Level: 99.9%
Total Bandwidth: 30Mbps
Eth NRC: 0
Eth MRC: 550

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth	30Mbps			
COS MRC	550			

Internet[1]
Service Type: Dedicated Internet Access
☐ Burstable
Max Burst:
SLA Level: IP
Bandwidth: 100Mbps
Public IP Addresses[2]:
[2] subject to Provider approval, IP Address & BGP Request Form required
☐ DNS (forms required) ☐ BGP (forms required)
IP NRC: 0
IP MRC: 725
[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information
Company: City of Newburgh
Address: 55 Broadway
Contact: Glenn Kurcon
Floor/Suite:
Phone: 845-569-7324
City: Newburgh
Email: gkurcon@cityofnewburgh-ny.gov
State: NY
Zip Code: 12550

Service Location Details
Circuit: Single Circuit
1000LX
POE: Single
Extended Demarc: No
Default Hand-off is 1000LX
Riser: Single
Demarc Location: Current LT Demarc
ERP: Yes
Comments:

ETHERNET NETWORK ENDPOINT 2 DETAIL

Ethernet Service Information
Service Type: Ethernet LAN (E-LAN)
Jumbo Frames Required?: No
SLA Level: 99.9%
Total Bandwidth: 30Mbps
Eth NRC: 0
Eth MRC: 550

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth	30Mbps			
COS MRC	550			

Internet[1]
Service Type:
☐ Burstable
Max Burst:
SLA Level:
Bandwidth:
Public IP Addresses[2]:
[2] subject to Provider approval, IP Address & BGP Request Form required
☐ DNS (forms required) ☐ BGP (forms required)
IP NRC:
IP MRC:
[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information
Company: City of Newburgh
Address: 102-104 S Lander Street
Contact: Glenn Kurcon
Floor/Suite:
Phone: 845-569-7324
City: Newburgh
Email: gkurcon@cityofnewburgh-ny.gov
State: NY
Zip Code: 12550

Service Location Details
Circuit: Single Circuit
Termination: 1000LX
POE: Single
Extended Demarc: No
Default Hand-off is 1000LX
Riser: Single
Demarc Location: Current LT Demarc
ERP: Yes
Comments:

ETHERNET NETWORK ENDPOINT 3 DETAIL

Ethernet Service Information
Service Type: Ethernet LAN (E-LAN)
Jumbo Frames Required?: No
SLA Level: 99.9%
Total Bandwidth: 30Mbps
Eth NRC: 0
Eth MRC: 550

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth	30Mbps			
COS MRC	550			

Internet[1]
Service Type:
☐ Burstable
Max Burst:
SLA Level:
Bandwidth:
Public IP Addresses[2]:
[2] subject to Provider approval, IP Address & BGP Request Form required
☐ DNS (forms required) ☐ BGP (forms required)
IP NRC:
IP MRC:
[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information
Company: City of Newburgh
Address: 493 Little Britain Rd
Contact: Glenn Kurcon
Floor/Suite:
Phone: 845-569-7324
City: Newburgh
Email: gkurcon@cityofnewburgh-ny.gov
State: NY
Zip Code: 12553

Service Location Details
Circuit: Single Circuit
Termination: 1000LX
POE: Single
Extended Demarc?: No
Default Hand-off is 1000LX
Riser: Single
Demarc Location: Current LT Demarc
ERP: Yes
Comments:

Customer Initials _____ Provider Initials _____

lightower fiber networks

Multi-Loc Ethernet Order Form

Ver 2015-03-06

SO# 2015-0001

Order Type: Renewal - Change

ETHERNET NETWORK ENDPOINT 4 DETAIL

Ethernet Service Information

Service Type: Ethernet LAN (E-LAN) | Jumbo Frames Required?: No | SLA Level: 99.9%

Total Bandwidth: 30Mbps | Eth NRC: 0 | Eth MRC: 550

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth	30Mbps			
COS MRC	550			

Internet[1]

Service Type: | ☐ Burstable | Max Burst: | SLA Level:

Bandwidth:

Public IP Addresses[2]:

[2] subject to Provider approval, IP Address & BGP Request Form required

☐ DNS (forms required) ☐ BGP (forms required) | IP NRC: | IP MRC:

[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information

Company: City of Newburgh | Address: 88 Pierces Rd

Contact: Glenn Kurcon | Floor/Suite: 1st floor

Phone: 845-569-7324 | City: Newburgh

Email: gkurcon@cityofnewburgh-ny.gov | State: NY | Zip Code: 12550

Service Location Details

Circuit: Single Circuit | Termination: 1000LX (Default Hand-off is 1000LX)

POE: Single | Extended Demarc: No

Riser: Single | Demarc Location: Current LT Demarc

ERP: Yes | Comments:

ETHERNET NETWORK ENDPOINT 5 DETAIL

Ethernet Service Information

Service Type: Ethernet LAN (E-LAN) | Jumbo Frames Required?: No | SLA Level: 99.9%

Total Bandwidth: 30Mbps | Eth NRC: 0 | Eth MRC: 550

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth	30Mbps			
COS MRC	550			

Internet[1]

Service Type: | ☐ Burstable | Max Burst: | SLA Level:

Bandwidth:

Public IP Addresses[2]:

[2] subject to Provider approval, IP Address & BGP Request Form required

☐ DNS (forms required) ☐ BGP (forms required) | IP NRC: | IP MRC:

[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information

Company: City of Newburgh | Address: 401 Washington Street

Contact: Glenn Kurcon | Floor/Suite: 1st floor

Phone: 845-569-7324 | City: Newburgh

Email: gkurcon@cityofnewburgh-ny.gov | State: NY | Zip Code: 12550

Service Location Details

Circuit: Single Circuit | Termination: 1000LX (Default Hand-off is 1000LX)

POE: Single | Extended Demarc: No

Riser: Single | Demarc Location: Current LT Demarc

ERP: Yes | Comments:

ETHERNET NETWORK ENDPOINT 6 DETAIL

Ethernet Service Information

Service Type: Ethernet LAN (E-LAN) | Jumbo Frames Required?: No | SLA Level: 99.9%

Total Bandwidth: 30Mbps | Eth NRC: 0 | Eth MRC: 550

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth	30Mbps			
COS MRC	550			

Internet[1]

Service Type: | ☐ Burstable | Max Burst: | SLA Level:

Bandwidth:

Public IP Addresses[2]:

[2] subject to Provider approval, IP Address & BGP Request Form required

☐ DNS (forms required) ☐ BGP (forms required) | IP NRC: | IP MRC:

[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information

Company: City of Newburgh | Address: 123-125 Grand Street

Contact: Glenn Kurcon | Floor/Suite: 1st floor

Phone: 845-569-7324 | City: Newburgh

Email: gkurcon@cityofnewburgh-ny.gov | State: NY | Zip Code: 12550

Service Location Details

Circuit: Single Circuit | Termination: 1000LX (Default Hand-off is 1000LX)

POE: Single | Extended Demarc: No

Riser: Single | Demarc Location: Current LT Demarc

ERP: Yes | Comments:

ORDER SUMMARY

Pricing and Contract Term

Order Contact: Glenn Kurcon

Contact Email: gkurcon@cityofnewburgh-ny.gov

Salesperson: Finny Connell

Installation Interval: 30-40 Days

Contract Renewal Start Date:

	Total NRC*	Total MRC*	Burst MRC*
Internet	$0.00	$725.00	
Ethernet	$0.00	$3,300.00	

*Pricing shown does not reflect applicable taxes and fees.

Term (Months): 36

Order Comments

ORDER ACCEPTANCE

THIS SERVICE ORDER IS ENTERED INTO BETWEEN PROVIDER AND CUSTOMER AND SHALL BE EFFECTIVE AS OF THE LAST DATE OF SIGNATURE BELOW. THIS SERVICE ORDER IS MADE EXPRESSLY SUBJECT TO THE AGREEMENT BY AND BETWEEN PROVIDER AND CUSTOMER DATED December 21, 2006, WHICH IS INCORPORATED HEREIN BY REFERENCE.

lightower fiber networks

Multi-Loc Ethernet Order Form

Ver 2015-03-06

SO# 2015-0001

Order Type: Renewal - Change

Customer	Provider
City of Newburgh	Lightower Fiber Networks II, LLC
Signature	Signature:
Name/Title	Name/Title:
Date	Date:

LIGHTOWER INTERNAL USE ONLY*

☐N ☐P Promo Code ____ OPP ID ____ Existing Service ID ____ Existing Circuit ID ____

*For Provider's internal use only. Nothing in this section shall constitute or be considered a representation, understanding or agreement of any type or nature by Provider, nor shall it establish any liability, responsibility or obligation of Provider, but is only for Provider's internal informational use.

lightower fiber networks

Multi-Loc Ethernet Order Form

Ver 2015-03-06

SO#: 2015-0002

Order Type: New

CUSTOMER CONTACT DETAIL

Company
Company Name: City of Newburgh
Cust.Order #:

Billing Address and Contact
Name: Accounts Payable
Billing Address: 83 Broadway,Newburgh
Phone:
State: NY
Zip Code: 12550
Fax:
Email:

Technical Contact
Name: Glenn Kurcon
Primary Phone Number: 845-569-7324
Email: gkurcon@cityofnewburgh-ny.gov
Alternate Phone Number:

ETHERNET NETWORK PRIMARY ENDPOINT DETAIL

Ethernet Service Information
Service Type: Ethernet LAN (E-LAN)
Jumbo Frames Required?: No
SLA Level: 99.9%
Total Bandwidth: 30Mbps
Eth NRC: 0
Eth MRC: 550

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth	30Mbps			
COS MRC	550			

Internet[1]
Service Type:
☐ Burstable
Max Burst:
SLA Level:
Bandwidth:
Public IP Addresses[2]:
[2]subject to Provider approval, IP Address & BGP Request Form required
☐ DNS (forms required) ☐ BGP (forms required)
IP NRC:
IP MRC:
[1]Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information
Company: City of Newburgh
Address: 55 Broadway
Contact: Glenn Kurcon
Floor/Suite:
Phone: 845-569-7324
City: Newburgh
Email: gkurcon@cityofnewburgh-ny.gov
State: NY
Zip Code: 12550

Service Location Details
Circuit: Single Circuit
Termination: 1000LX
POE: Single
Extended Demarc: No
Default Hand-off is 1000LX
Riser: Single
Demarc Location: Current LT Demarc
ERP: Yes
Comments:

ETHERNET NETWORK ENDPOINT 2 DETAIL

Ethernet Service Information
Service Type: Ethernet LAN (E-LAN)
Jumbo Frames Required?: No
SLA Level: 99.9%
Total Bandwidth: 30Mbps
Eth NRC: 500
Eth MRC: 575

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth	30Mbps			
COS MRC	575			

Internet[1]
Service Type:
☐ Burstable
Max Burst:
SLA Level:
Bandwidth:
Public IP Addresses[2]:
[2]subject to Provider approval, IP Address & BGP Request Form required
☐ DNS (forms required) ☐ BGP (forms required)
IP NRC:
IP MRC:
[1]Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information
Company: City of Newburgh
Address: 492 Broadway
Contact: Glenn Kurcon
Floor/Suite: 1st floor
Phone: 845-569-7324
City: Newburgh
Email: gkurcon@cityofnewburgh-ny.gov
State: NY
Zip Code: 12550

Service Location Details
Circuit: Single Circuit
Termination: 1000LX
POE: Single
Extended Demarc: No
Default Hand-off is 1000LX
Riser: Single
Demarc Location: 1st floor
ERP: Yes
Comments:

ETHERNET NETWORK ENDPOINT 3 DETAIL

Ethernet Service Information
Service Type:
Jumbo Frames Required?: No
SLA Level: 99.9%
Total Bandwidth:
Eth NRC:
Eth MRC:

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth				
COS MRC				

Internet[1]
Service Type:
☐ Burstable
Max Burst:
SLA Level:
Bandwidth:
Public IP Addresses[2]:
[2]subject to Provider approval, IP Address & BGP Request Form required
☐ DNS (forms required) ☐ BGP (forms required)
IP NRC:
IP MRC:
[1]Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information
Company:
Address:
Contact:
Floor/Suite:
Phone:
City:
Email:
State:
Zip Code:

Service Location Details
Circuit:
Termination: 1000LX
POE:
Extended Demarc?:
Default Hand-off is 1000LX
Riser:
Demarc Location:
ERP:
Comments:

Customer Initials _____

Provider Initials _____

lightower fiber networks

Multi-Loc Ethernet Order Form

Ver 2015-03-06

SO# 2015-0002

Order Type: New

ETHERNET NETWORK ENDPOINT 4 DETAIL

Ethernet Service Information

Service Type: | Jumbo Frames Required? No | SLA Level 99.9%

Total Bandwidth: | Eth NRC: | Eth MRC:

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth				
COS MRC				

Internet[1]

Service Type: | ☐ Burstable | Max Burst: | SLA Level:

Bandwidth:

Public IP Addresses[2]:

[2] subject to Provider approval, IP Address & BGP Request Form required

☐ DNS (forms required) ☐ BGP (forms required) | IP NRC: | IP MRC:

[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information

Company: | Address:
Contact: | Floor/Suite:
Phone: | City:
Email: | State: | Zip Code:

Service Location Details

Circuit: | Termination 1000LX (Default Hand-off is 1000LX)
POE: | Extended Demarc:
Riser: | Demarc Location:
ERP: | Comments:

ETHERNET NETWORK ENDPOINT 5 DETAIL

Ethernet Service Information

Service Type: | Jumbo Frames Required? No | SLA Level 99.9%

Total Bandwidth: | Eth NRC: | Eth MRC:

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth				
COS MRC				

Internet[1]

Service Type: | ☐ Burstable | Max Burst: | SLA Level:

Bandwidth:

Public IP Addresses[2]:

[2] subject to Provider approval, IP Address & BGP Request Form required

☐ DNS (forms required) ☐ BGP (forms required) | IP NRC: | IP MRC:

[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information

Company: | Address:
Contact: | Floor/Suite:
Phone: | City:
Email: | State: | Zip Code:

Service Location Details

Circuit: | Termination 1000LX (Default Hand-off is 1000LX)
POE: | Extended Demarc:
Riser: | Demarc Location:
ERP: | Comments:

ETHERNET NETWORK ENDPOINT 6 DETAIL

Ethernet Service Information

Service Type: | Jumbo Frames Required? No | SLA Level 99.9%

Total Bandwidth: | Eth NRC: | Eth MRC:

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth				
COS MRC				

Internet[1]

Service Type: | ☐ Burstable | Max Burst: | SLA Level:

Bandwidth:

Public IP Addresses[2]:

[2] subject to Provider approval, IP Address & BGP Request Form required

☐ DNS (forms required) ☐ BGP (forms required) | IP NRC: | IP MRC:

[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information

Company: | Address:
Contact: | Floor/Suite:
Phone: | City:
Email: | State: | Zip Code:

Service Location Details

Circuit: | Termination 1000LX (Default Hand-off is 1000LX)
POE: | Extended Demarc:
Riser: | Demarc Location:
ERP: | Comments:

ORDER SUMMARY

Pricing and Contract Term

Order Contact: Glenn Kurcon
Contact Email: gkurcon@cityofnewburgh-ny.gov

Salesperson: Finny Connell
Installation Interval: 30-40 Days

	Total NRC*	Total MRC*	Burst MRC*
Internet			
Ethernet	$500.00	$575.00	

Term (Months): 36

*Pricing shown does not reflect applicable taxes and fees

Order Comments

ORDER ACCEPTANCE

THIS SERVICE ORDER IS ENTERED INTO BETWEEN PROVIDER AND CUSTOMER AND SHALL BE EFFECTIVE AS OF THE LAST DATE OF SIGNATURE BELOW. THIS SERVICE ORDER IS MADE EXPRESSLY SUBJECT TO THE AGREEMENT BY AND BETWEEN PROVIDER AND CUSTOMER DATED December 21, 2005, WHICH IS INCORPORATED HEREIN BY REFERENCE.

lightower fiber networks

Multi-Loc Ethernet Order Form

Ver 2015-03-06

SO# 2015-0002

Order Type: New

Customer	Provider
City of Newburgh	Lightower Fiber Networks II, LLC
Signature	Signature
Name/Title	Name/Title
Date	Date

LIGHTOWER INTERNAL USE ONLY*

☐N ☐P Promo Code ____ OPP ID ____ Existing Service ID ____ Existing Circuit ID ____

**For Provider's internal use only. Nothing in this section shall constitute or be considered a representation, understanding or agreement of any type or nature by Provider, nor shall it establish any liability, responsibility or obligation of Provider, but is only for Provider's internal informational use.*

lightower fiber networks

Multi-Loc Ethernet Order Form

Ver 2015-03-06

SO#: 2015-0002

Order Type: New

CUSTOMER CONTACT DETAIL

Company
Company Name: City of Newburgh
Cust.Order #:

Billing Address and Contact
Name: Accounts Payable
Billing Address: 83 Broadway,Newburgh
Phone:
State: NY
Zip Code: 12550
Fax:
Email:

Technical Contact
Name: Glenn Kurcon
Primary Phone Number: 845-569-7324
Email: gkurcon@cityofnewburgh-ny.gov
Alternate Phone Number:

ETHERNET NETWORK PRIMARY ENDPOINT DETAIL

Ethernet Service Information
Service Type: Ethernet LAN (E-LAN)
Jumbo Frames Required?: No
SLA Level: 99.9%
Total Bandwidth: 30Mbps
Eth NRC: 0
Eth MRC: 550

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth	30Mbps			
COS MRC	550			

Internet[1]
Service Type:
☐ Burstable
Max Burst:
SLA Level:
Bandwidth:
Public IP Addresses[2]:
[2]subject to Provider approval, IP Address & BGP Request Form required
☐ DNS (forms required) ☐ BGP (forms required)
IP NRC:
IP MRC:
[1]Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information
Company: City of Newburgh
Address: 55 Broadway
Contact: Glenn Kurcon
Floor/Suite:
Phone: 845-569-7324
City: Newburgh
Email: gkurcon@cityofnewburgh-ny.gov
State: NY
Zip Code: 12550

Service Location Details
Circuit: Single Circuit
Termination: 1000LX
POE: Single
Extended Demarc: No
Default Hand-off is 1000LX
Riser: Single
Demarc Location: Current LT Demarc
ERP: Yes
Comments:

ETHERNET NETWORK ENDPOINT 2 DETAIL

Ethernet Service Information
Service Type: Ethernet LAN (E-LAN)
Jumbo Frames Required?: No
SLA Level: 99.9%
Total Bandwidth: 30Mbps
Eth NRC: 500
Eth MRC: 575

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth	30Mbps			
COS MRC	575			

Internet[1]
Service Type:
☐ Burstable
Max Burst:
SLA Level:
Bandwidth:
Public IP Addresses[2]:
[2]subject to Provider approval, IP Address & BGP Request Form required
☐ DNS (forms required) ☐ BGP (forms required)
IP NRC:
IP MRC:
[1]Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information
Company: City of Newburgh
Address: 492 Broadway
Contact: Glenn Kurcon
Floor/Suite: 1st floor
Phone: 845-569-7324
City: Newburgh
Email: gkurcon@cityofnewburgh-ny.gov
State: NY
Zip Code: 12550

Service Location Details
Circuit: Single Circuit
Termination: 1000LX
POE: Single
Extended Demarc: No
Default Hand-off is 1000LX
Riser: Single
Demarc Location: 1st floor
ERP: Yes
Comments:

ETHERNET NETWORK ENDPOINT 3 DETAIL

Ethernet Service Information
Service Type:
Jumbo Frames Required?: No
SLA Level: 99.9%
Total Bandwidth:
Eth NRC:
Eth MRC:

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth				
COS MRC				

Internet[1]
Service Type:
☐ Burstable
Max Burst:
SLA Level:
Bandwidth:
Public IP Addresses[2]:
[2]subject to Provider approval, IP Address & BGP Request Form required
☐ DNS (forms required) ☐ BGP (forms required)
IP NRC:
IP MRC:
[1]Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information
Company:
Address:
Contact:
Floor/Suite:
Phone:
City:
Email:
State:
Zip Code:

Service Location Details
Circuit:
Termination: 1000LX
POE:
Extended Demarc?:
Default Hand-off is 1000LX
Riser:
Demarc Location:
ERP:
Comments:

Customer Initials _____

Provider Initials _____

lightower fiber networks

Multi-Loc Ethernet Order Form

Ver 2015-03-06

SO# 2015-0002

Order Type: New

ETHERNET NETWORK ENDPOINT 4 DETAIL

Ethernet Service Information

Service Type: | Jumbo Frames Required? No | SLA Level 99.9%

Total Bandwidth: | Eth NRC: | Eth MRC:

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth				
COS MRC				

Internet[1]

Service Type: | ☐ Burstable | Max Burst: | SLA Level:

Bandwidth:

Public IP Addresses[2]:

[2] subject to Provider approval, IP Address & BGP Request Form required

☐ DNS (forms required) ☐ BGP (forms required) | IP NRC: | IP MRC:

[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information

Company: | Address:
Contact: | Floor/Suite:
Phone: | City:
Email: | State: | Zip Code:

Service Location Details

Circuit: | Termination 1000LX (Default Hand-off is 1000LX)
POE: | Extended Demarc:
Riser: | Demarc Location:
ERP: | Comments:

ETHERNET NETWORK ENDPOINT 5 DETAIL

Ethernet Service Information

Service Type: | Jumbo Frames Required? No | SLA Level 99.9%

Total Bandwidth: | Eth NRC: | Eth MRC:

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth				
COS MRC				

Internet[1]

Service Type: | ☐ Burstable | Max Burst: | SLA Level:

Bandwidth:

Public IP Addresses[2]:

[2] subject to Provider approval, IP Address & BGP Request Form required

☐ DNS (forms required) ☐ BGP (forms required) | IP NRC: | IP MRC:

[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information

Company: | Address:
Contact: | Floor/Suite:
Phone: | City:
Email: | State: | Zip Code:

Service Location Details

Circuit: | Termination 1000LX (Default Hand-off is 1000LX)
POE: | Extended Demarc:
Riser: | Demarc Location:
ERP: | Comments:

ETHERNET NETWORK ENDPOINT 6 DETAIL

Ethernet Service Information

Service Type: | Jumbo Frames Required? No | SLA Level 99.9%

Total Bandwidth: | Eth NRC: | Eth MRC:

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
COS Bandwidth				
COS MRC				

Internet[1]

Service Type: | ☐ Burstable | Max Burst: | SLA Level:

Bandwidth:

Public IP Addresses[2]:

[2] subject to Provider approval, IP Address & BGP Request Form required

☐ DNS (forms required) ☐ BGP (forms required) | IP NRC: | IP MRC:

[1] Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com

Service Location & Contact Information

Company: | Address:
Contact: | Floor/Suite:
Phone: | City:
Email: | State: | Zip Code:

Service Location Details

Circuit: | Termination 1000LX (Default Hand-off is 1000LX)
POE: | Extended Demarc:
Riser: | Demarc Location:
ERP: | Comments:

ORDER SUMMARY

Pricing and Contract Term

Order Contact: Glenn Kurcon
Contact Email: gkurcon@cityofnewburgh-ny.gov

Salesperson: Finny Connell
Installation Interval: 30-40 Days

	Total NRC*	Total MRC*	Burst MRC*
Internet			
Ethernet	$500.00	$575.00	

Term (Months): 36

*Pricing shown does not reflect applicable taxes and fees

Order Comments

ORDER ACCEPTANCE

THIS SERVICE ORDER IS ENTERED INTO BETWEEN PROVIDER AND CUSTOMER AND SHALL BE EFFECTIVE AS OF THE LAST DATE OF SIGNATURE BELOW. THIS SERVICE ORDER IS MADE EXPRESSLY SUBJECT TO THE AGREEMENT BY AND BETWEEN PROVIDER AND CUSTOMER DATED December 21, 2005, WHICH IS INCORPORATED HEREIN BY REFERENCE.

lightower fiber networks

Multi-Loc Ethernet Order Form

Ver 2015-03-06

SO# 2015-0002

Order Type: New

Customer	Provider
City of Newburgh	Lightower Fiber Networks II, LLC
Signature	Signature
Name/Title	Name/Title
Date	Date

LIGHTOWER INTERNAL USE ONLY*

☐N ☐P Promo Code ____ OPP ID ____ Existing Service ID ____ Existing Circuit ID ____

**For Provider's internal use only. Nothing in this section shall constitute or be considered a representation, understanding or agreement of any type or nature by Provider, nor shall it establish any liability, responsibility or obligation of Provider, but is only for Provider's internal informational use.*

RESOLUTION NO.: _____ - 2015

OF

AUGUST 10, 2015

A RESOLUTION DESIGNATING MOBILE LIFE SUPPORT SERVICES, INC. AS THE EMERGENCY MEDICAL SERVICES PROVIDER IN THE CITY OF NEWBURGH AND AUTHORIZING THE CITY MANAGER TO DESIGNATE EMERGENCY MEDICAL SERVICE PROVIDERS IN THE CITY OF NEWBURGH

WHEREAS, the Orange County Department of Emergency Services has requested that each municipality within Orange County designate the emergency medical service providers in the municipality and authorize a municipal official to make changes to such designations in the future as the need arises; and

WHEREAS, Resolution No. 99 – 2015 of April 27, 2015, the City of Newburgh entered into a contract with Mobile Life Support Services, Inc. to provide emergency medical services in and for the City of Newburgh; and

WHEREAS, it is necessary and appropriate for the City of Newburgh to designate Mobile Life Support Services, Inc. as the primary emergency medical service provider in and for the City of Newburgh; and

WHEREAS, it is necessary and appropriate for the City of Newburgh to designate the Newburgh Fire Department as a secondary basic life support emergency medical service provider in and for the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following are the emergency medical service providers in and for the City of Newburgh:

Name of District:	City of Newburgh
BLS Service Provider:	Mobile Life Support Services, Inc.
	City of Newburgh Fire Department
ALS Service Provider:	Mobile Life Support Services, Inc.

BE IT FURTHER RESOVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to change the designated emergency medical service provider in and for the City of Newburgh as necessary and to notify the Orange County Department of Emergency Services of such change in emergency medical service provider in an timely manner; the same as being in the best interests of the City of Newburgh.

RESOLUTION NO.: _____ - 2015

OF

AUGUST 10, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SUNY ORANGE TO PARTICIPATE IN THE STUDENT INTERNSHIP PROGRAM

WHEREAS, the Internship Program at SUNY Orange provides college students with the opportunity to build upon, apply, and assess the theory and concepts that are developed through the College's degree programs and allow the student to obtain hands-on application skills; and

WHEREAS, the City of Newburgh has expressed an interest in participating in this program, which will benefit the City by providing service to the City in meeting cyclical, project and short-term employment needs and enhance human resource flexibility while providing opportunities to prepare and train a local workforce and create a candidate pool for permanent employment; and

WHEREAS, participation in the SUNY Orange Internship Program requires the City to enter into a memorandum of understanding with SUNY Orange; and

WHEREAS, this Council finds that entering into a memorandum of understanding with SUNY Orange for this purpose 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 memorandum of understanding and other necessary documents with SUNY Orange to participate in the Internship Program which provides employment and learning opportunities for college students.

SUNY Orange

Internship Program

Memorandum of Understanding

This Memorandum of Understanding is between SUNY Orange located at 115 South Street, Middletown, NY hereafter referred to as the College, and

_____.

Company Name, Address, City, State, Zip

The purpose of this memorandum is to provide SUNY Orange students, enrolled in the College's Internship Program, with the opportunity to develop hands-on skills and increase their knowledge and understanding of their chosen major.

The Partners agree to the following:

Role and Responsibility of the College:

- Recruiting students for the internships and holding pre-assignment meeting with the interns to go over the details of the Memorandum of Understanding.
- Approving the assignment of an intern to an organization after analyzing the organization's intent to provide a high quality learning experience.
- Providing a faculty mentor for the general academic oversight of the students and for liaison with a designated site supervisor.
- Handling all disciplinary problems and removing an intern from an organization when it would seem detrimental to allow him/her to remain.
- Arrange, when possible, for a personal on-site visit with both intern and supervisor.
- Keeping in strictest confidence any proprietary information, materials, and/or procedures that are part of a student's internship experience.
- Indemnifying the Site against any liability, loss, or expense which may result from any negligent act of any student or college instructor, and for which the Site might otherwise be liable or might otherwise sustain loss or expense. The College will be responsible for providing, at the Site's request, proof of insurance with limits of liability clearly stated.

- Ensuring that all records relating to a student's performance while at the site shall be made available to the student and not to other persons as required by the Family Educational Rights and Privacy Act of 1974.

Role and Responsibility of the Site:

- Assigning a supervisor who will oversee the intern's educational experience. This person will serve as a mentor who will guide and supervise the student.

- Posting internship description on the Career Portal which includes:
  - ✓ Internship description
  - ✓ Qualification and skill requirements
  - ✓ Educational benefits
  - ✓ Financial assistance and other benefits

- Helping the intern to understand how his/her job relates to the total organizational community and helping the intern develop a professional attitude about his/her work.

- Recommending to the college the removal of an intern when his/her performance or behavior is unacceptable to the organization.

- Evaluating the intern's performance through constructive criticism and suggestions and submitting an evaluation of the student's performance.

- Providing the student with a letter of recommendation for his/her portfolio, providing the student's work was acceptable.

- Providing equal opportunity for SUNY Orange students. The college prohibits discrimination on the basis of race, color, creed, nationality, religion, sex, age, marital status, or condition of handicap in all educational programs, sponsored activities, or employment terms and conditions. The Site agrees to support this policy when dealing with students assigned under this program.

- **Unpaid Internship:**
  Accident insurance is provided for students. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.

- **Paid Internship:**
  The Site will provide the student with all benefits as stipulated by NY State labor laws, since the student will be considered an employee of the Site.

Role and Responsibility of the Student:

- The student is responsible for his/her own transportation to and from the internship site.

- Before a student can secure an internship site, he/she has to complete an application and interview with the department chairperson.

- The student will interview with an employer for an internship position, if the employer stipulates the interview as a requirement for securing the position.

- The student is expected to report to his/her direct supervisor for instruction and direction and to carry out the policies and duties set forth by the supervisor.

- During the internship, the student will be responsible for completing the required course work as assigned by the faculty mentor and outlined in the course syllabus.

- Keeping in strictest confidence any proprietary information, materials, and/or procedures of the site the student is assigned to.

- While at the site, the student is expected to act in a professional manner as a member of the organization. This includes:
    - ✓ Being properly groomed and appropriately dressed
    - ✓ Performing the work to the best of the student's ability
    - ✓ Being timely when reporting for work, meetings, and appointments related to the internship
    - ✓ Maintaining professional relationships with company employees, customers, etc.
    - ✓ Adhering to company policies governing the observation of confidentiality and the handling of confidential information
    - ✓ Exercising tact and diplomacy in evaluating the organization's philosophy, policies and operating procedures

- If required by the site, a student may need to have a background check completed before he/she can begin their internship.

This is to acknowledge that all partners have read the Memorandum of Understanding and by signing this form agree to its terms.

Site Representative Signature	Print Name	Date
SUNY Orange Representative Signature	Print Name	Date
SUNY Orange VPAF Signature	Print Name	Date

SUNY ORANGE
CAREER SERVICES

Employer
Internship Program Manual

2014 – 2015

SUNY ORANGE
CAREER SERVICES

Introduction:

The internship program at SUNY Orange provides students with the opportunity to build upon, apply, and assess the theory and concepts that are developed through the College's degree programs, and it is a culminating experience in the students' program of study. Internships are learning experiences which allow the student to obtain hands-on application skills.

Specifically internships:

- Assist students in integrating classroom instruction with practical work experiences.
- Provide students with an opportunity to understand the function of organizations.
- Help students explore their strengths and weaknesses in relation to the work requirements.
- Offer students a first-hand understanding of employer expectations and demands.
- Provide SUNY Orange with a means of evaluating the academic preparedness of our students.
- Assist the region in its economic and human resource development needs.
- Build a complete resume of education and work experience.

Internships further the students' professional growth by exposing them to "real-world" work, allowing students to gain career-related experiences while earning college credits. Internships are typically one-time educational work experiences of a fixed duration, related to a student's major or career goal. Typically, a worksite supervisor will act as the student's mentor, guiding and monitoring their performance. A faculty member will oversee the student's academic progress and monitor the internship experience. Internships can be paid or unpaid.

The following programs currently offer internships to their students:

Accounting	Business Management	Human Services
Electrical Technology - Telecommunications	Office Technologies	Marketing
Early Childhood Education	Visual Communications	Criminal Justice
CIT – Networking Web Development	Medical Office Assistant	Arts & Communications

Internship Benefits:

Internships are a three-way partnership among the college, the student and the employer, and provide a mutually beneficial experience for all parties.

Employer Benefits

- Create a candidate pool for permanent employees
- Provide new ideas and new viewpoints
- Prepare and train the region's workforce
- Help employers meet the cyclical, project, or short-term needs without long term commitment
- Engage highly motivated interns who can put education and skills to work
- Enhance human resource flexibility with effective short-term employees
- Interns may serve as public relations ambassadors
- Assist the college in strengthening and enhancing departmental curricula in order to produce qualified workers in the future

Student Benefits

- Acquire professional work experience and skills
- Gain a competitive edge over other candidates when seeking employment
- Have the opportunity to test interests and abilities in the real world
- Make professional contacts in a given field of study
- Develop professional portfolio materials
- Earn college credit while gaining valuable work experience
- Enhance self-confidence and esteem, as well as professionalism
- Broaden knowledge related to specific career goals
- Enhance personal growth and develop interpersonal skills

College Benefits

- Provides a formal mechanism to maintain continuous positive communication with employers through experiential learning programs
- Keep college curriculum design and program updated through constant input from the employment sector
- Help to evaluate the academic preparedness of students
- Improve student and faculty access to state-of-the-art equipment and technology by using the workplace as a laboratory extension of the classroom
- Enhance public support for higher education as post-graduation employment results improve

Roles and Responsibilities:

In order to make the internship a positive experience for all parties involved, each one of the partners must commit to a set of responsibilities.

Role and Responsibility of SUNY Orange:

- Recruit students for internships and hold pre-assignment meetings with the interns to review internship requirements.
- Approve the internship description to ensure that it provides a quality learning experience.
- Provide a faculty mentor for credit students who will ensure academic oversight and serve as liaison with a designated site supervisor.
- Handle all disciplinary problems and remove an intern from an organization when it would seem detrimental to allow him/her to remain.
- Personal on-site visits with both intern and supervisor may be scheduled.
- Keep in strictest confidence any proprietary information, materials, and/or procedures that are part of a student's internship experience.
- Indemnify the Site against any liability, loss, or expense which may result from any negligent act of any student or college instructor, and for which the Site might otherwise be liable or might otherwise sustain loss or expense. The College will be responsible to provide, at the Site's request, proof of insurance with limits of liability clearly stated.
- Ensure that all records relating to a student's performance while at the site shall be made available to the student and not to other people as required by the Family Educational Rights and Privacy Act of 1974.
- Accident insurance is provided for credit interns. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.

Role and Responsibility of the Employer:

- Review and sign the Memorandum of Understanding (Attachment I).
- Provide a valuable learning experience with learning outcomes and objectives.
- Assign a supervisor who will oversee the intern's educational experience. This person will serve as a mentor who will guide and supervise the student.
- Register your company on the Career Portal. The portal is free. This portal is open to the general public, including our students and alumni. Full time, part time, and internship positions can be posted on this website. We require that you post your internship description on this website. Please use Attachment II, Internship Request Form, and include all of that information when uploading the internship job description. The link to the Career Portal is http://www.collegecentral.com/sunyorange/employer/cfm.
- Help the intern to understand how his/her job relates to the total organizational community.
- Recommend to the college the removal of an intern when his/her performance or behavior is unacceptable to the organization.
- Evaluate, in writing, the intern's performance through constructive criticism and suggestions (*Attachment III and IV*).
- Provide the student with a letter of recommendation for his/her portfolio as long as the student's work was acceptable.
- Provide equal opportunity for SUNY Orange students. The college prohibits discrimination on the basis of race, color, creed, nationality, religion, sex, age, marital status, or condition of handicap in all educational programs, sponsored activities, or employment terms and conditions. The Site agrees to support this policy when dealing with students assigned under this program.
- Follow the DOL Fair Labor Standards Act governing the use of student interns (Attachment V).
- Ensure that all records relating to a student's performance while at the site, shall be made available to the student and not to other people as required by the Family Education Rights and Privacy Act of 1974.
- Unpaid Internship: Accident insurance is provided for students. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so than an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.
- Paid Internship: The site will provide the student with all benefits as stipulated in NY State Labor Laws, since the student will be considered an employee of the Site.

Role and Responsibility of the Student:

- The student is responsible for his/her own transportation to and from the internship site.
- Before a student can secure an internship, he/she has to complete an application (*Attachment VI*) and interview with the department chairperson, if the internship is for credit. The student must also complete a resume before going on an interview.
- Students will interview with an employer for an internship position, if the employer stipulates the interview as a requirement for securing the position.
- The student is expected to report to his/her direct supervisor for instruction and direction and to carry out the policies and duties set forth by the supervisor.
- During the internship, the student will be responsible for completing the required course work as assigned by the faculty mentor and outlined in the course syllabus.
- The students must keep in strictest confidence any proprietary information, materials, and/or procedures of the site the student is assigned to.

- While at the site, the student is expected to act in a professional manner as a member of the organization. This includes:

  - ✓ Being properly groomed and appropriately dressed
  - ✓ Performing the work to the best of the student's ability
  - ✓ Being timely when reporting for work, meetings, and appointments related to the internship
  - ✓ Maintaining professional relationships with company employees, customers, etc.
  - ✓ Adhering to company policies governing the observation of confidentiality and the handling of confidential information
  - ✓ Exercising tact and diplomacy in evaluating the organization's philosophy, policies and operating procedures

- If required by the site, a student may need to have a background check, physical, and/or drug test completed before he/she can begin his/her internship.

Program Requirements:

Academic Majors and Work Assignments
It is important that the student's internship assignments relate closely to his/her academic major, or area of professional interest. The benefit to the student is the ability to "try out" a major in the workplace. This ensures that the student will maintain interest and enthusiasm in their work, and the work will provide a basis for evaluating abilities related to their chosen profession.

Salary
Internships can be paid or unpaid. Wages for SUNY Orange internship students vary depending upon a student's academic major and past work experience. The salary decision is made exclusively by the employer and should be discussed with the student candidates before the position is offered. Employers are not required to provide health insurance and fringe benefits, but may at their discretion.

Unpaid positions for **academic credit** are included as part of the program.

Unpaid, **not-for-credit** internship position are arrangements made between the student and the organization and are not subject to college oversight. However, the college will provide a Certificate of Insurance as long as the intern is a registered student during the semester they are completing their internship.

Student Work Hours
Depending on the student's major, there are different kinds of internships. The credit hours received by the student and the time of year of the internship may determine the number of hours the student would work per week and over that period of time (number of weeks or months). Semester blocks typically start in September and January, or June for the summer sessions; however, we try to be flexible in order to meet the timing of the employer's needs. When the college is closed due to adverse weather conditions or other emergencies, a student scheduled to report to work for his internship will not be required to report. The student should, however, contact his/her Supervisor and advise him/her that he/she will not be reporting to work. Students must complete an attendance log recording hours worked. The attendance log must be signed by the supervisor *(Attachment IX).*

Learning Contract

Students earn college credit for documenting the learning that has taken place through their work assignment. Early in the semester, students may be required to develop a Learning Contract *(Attachment VII),* listing their learning objectives, which they will accomplish over the course of their placement. Work supervisors should review the students' objectives and make recommendations for targeted learning, training, and skill development during the placement.

Evaluations

SUNY Orange requires the site supervisor complete an Intern Evaluation at mid-point (Attachment III) and at the end of the internship assignment *(Attachment IV).* This form provides the intern with invaluable feedback and factors into the grade the student will receive for the internship experience. Additionally, it offers the employer a chance to comment on the overall internship partner program.

Students are encouraged to complete an Internship Site Evaluation *(Attachment VIII)* which provides the college with information that can be used to continually enhance and improve internship sites.

ATTACHMENT I

SUNY Orange

Internship Program

Memorandum of Understanding

This Memorandum of Understanding is between SUNY Orange located at 115 South Street, Middletown, NY hereafter referred to as the College, and

_____.

Company Name, Address, City, State, Zip

The purpose of this memorandum is to provide SUNY Orange students, enrolled in the College's Internship Program, with the opportunity to develop hands-on skills and increase their knowledge and understanding of their chosen major.

The Partners agree to the following:

Role and Responsibility of the College:

- Recruiting students for the internships and holding pre-assignment meeting with the interns to go over the details of the Memorandum of Understanding.
- Approving the assignment of an intern to an organization after analyzing the organization's intent to provide a high quality learning experience.
- Providing a faculty mentor for the general academic oversight of the students and for liaison with a designated site supervisor.
- Handling all disciplinary problems and removing an intern from an organization when it would seem detrimental to allow him/her to remain.
- Arrange, when possible, for a personal on-site visit with both intern and supervisor.
- Keeping in strictest confidence any proprietary information, materials, and/or procedures that are part of a student's internship experience.
- Indemnifying the Site against any liability, loss, or expense which may result from any negligent act of any student or college instructor, and for which the Site might otherwise be liable or might otherwise sustain loss or expense. The College will be responsible for providing, at the Site's request, proof of insurance with limits of liability clearly stated.
- Ensuring that all records relating to a student's performance while at the site shall be made available to the student and not to other persons as required by the Family Educational Rights and Privacy Act of 1974.

Role and Responsibility of the Site:

- Assigning a supervisor who will oversee the intern's educational experience. This person will serve as a mentor who will guide and supervise the student.

- Posting internship description on the Career Portal which includes:
  - ✓ Internship description
  - ✓ Qualification and skill requirements
  - ✓ Educational benefits
  - ✓ Financial assistance and other benefits

- Helping the intern to understand how his/her job relates to the total organizational community and helping the intern develop a professional attitude about his/her work.

- Recommending to the college the removal of an intern when his/her performance or behavior is unacceptable to the organization.

- Evaluating the intern's performance through constructive criticism and suggestions and submitting an evaluation of the student's performance.

- Providing the student with a letter of recommendation for his/her portfolio, providing the student's work was acceptable.

- Providing equal opportunity for SUNY Orange students. The college prohibits discrimination on the basis of race, color, creed, nationality, religion, sex, age, marital status, or condition of handicap in all educational programs, sponsored activities, or employment terms and conditions. The Site agrees to support this policy when dealing with students assigned under this program.

- **Unpaid Internship:**
  Accident insurance is provided for students. All accidents must be reported to the Department, Chairperson, Campus Nurse, and Field Experience Supervisor so that an accident report can be completed. Accident insurance claims are submitted to the insurance carrier when appropriate.

- **Paid Internship:**
  The Site will provide the student with all benefits as stipulated by NY State labor laws, since the student will be considered an employee of the Site.

Role and Responsibility of the Student:

- The student is responsible for his/her own transportation to and from the internship site.

- Before a student can secure an internship site, he/she has to complete an application and interview with the department chairperson.

- The student will interview with an employer for an internship position, if the employer stipulates the interview as a requirement for securing the position.

- The student is expected to report to his/her direct supervisor for instruction and direction and to carry out the policies and duties set forth by the supervisor.

- During the internship, the student will be responsible for completing the required course work as assigned by the faculty mentor and outlined in the course syllabus.

- Keeping in strictest confidence any proprietary information, materials, and/or procedures of the site the student is assigned to.

- While at the site, the student is expected to act in a professional manner as a member of the organization. This includes:
  - ✓ Being properly groomed and appropriately dressed
  - ✓ Performing the work to the best of the student's ability
  - ✓ Being timely when reporting for work, meetings, and appointments related to the internship
  - ✓ Maintaining professional relationships with company employees, customers, etc.
  - ✓ Adhering to company policies governing the observation of confidentiality and the handling of confidential information
  - ✓ Exercising tact and diplomacy in evaluating the organization's philosophy, policies and operating procedures

- If required by the site, a student may need to have a background check completed before he/she can begin their internship.

This is to acknowledge that all partners have read the Memorandum of Understanding and by signing this form agree to its terms.

Site Representative Signature	Print Name	Date
SUNY Orange Representative Signature	Print Name	Date
SUNY Orange VPAF Signature	Print Name	Date

ATTACHMENT II

SUNY Orange

INTERNSHIP PROGRAM
REQUEST FORM

Instructions: Please use this form as a guide in completing your internship description posting on our Career Portal at
http://www.collegecentral.com/sunyorange/Employer.cfm

COMPANY INFORMATION:

Company Name: _____
Contact Person: _____
Address: _____
Company Website: _____
Telephone: ( ) _____ Fax: ( ) _____
Email: _____

Company Description: (briefly describe):
_____
_____
_____
_____

INTERNSHIP DESCRIPTION:

Internship Title: _____
Paid Internship: ( ) Yes ( ) No Salary: $_____

Internship Description: (Please include skills to be learned during the internship)
_____
_____
_____

Qualifications and Skill Requirements: (Please indicate academic major, required skills needed)
_____
_____
_____

Start Date: _____ End Date: _____ No. of Hours Per Week: _____

Deadline for Internship Posting: _____

ATTACHMENT III

SUNY Orange

Internship Program – (Mid-Point) Evaluation

Name of Student:_____ **Work Period:**_____

Cooperating Employer:_____ **Location:**_____

Immediate Supervisor:_____

RELATIONS WITH OTHERS

_____exceptionally well accepted
_____works well with others
_____gets along satisfactorily
_____has some difficulty working with others
_____works very poorly with others

JUDGMENT

_____excellent
_____above average
_____average
_____below average
_____poor

ATTITUDE APPLICATON TO WORK

_____outstanding in enthusiasm
_____very interested & industrious
_____average in diligence & interest
_____somewhat indifferent
_____definitely not interested

DEPENDABILITY

_____excellent
_____above average
_____average
_____below average
_____poor

ABILITY TO LEARN

_____learns very quickly
_____learns readily
_____average in learning
_____rather slow to learn
_____very slow to learn

QUALITY

_____excellent
_____above average
_____average
_____below average
_____poor

ATTENDANCE

_____regular
_____irregular

PUNCTUALITY

_____regular
_____irregular

GROOMING

_____satisfactory
_____unsatisfactory

OVERALL EVALUATION RATING

_____outstanding _____average _____marginal
_____very good _____unsatisfactory

Please outline what the student has learned so far on the back of this form, as well as any additional comments about the student's performance during the internship.

Signed:_____ **Date:**_____
(Company Representative & Title)

Signed:_____
(Student Employee)

ATTACHMENT IV

SUNY Orange

Internship Program – Final Evaluation

Name of Student:_____ Work Period:_____

Cooperating Employer_____ Location:_____

Immediate Supervisor:_____

RELATIONS WITH OTHERS

_____exceptionally well accepted
_____works well with others
_____gets along satisfactorily
_____has some difficulty working with others
_____works very poorly with others

JUDGMENT

_____excellent
_____above average
_____average
_____below average
_____poor

ATTITUDE APPLICATION TO WORK

_____outstanding in enthusiasm
_____very interested & industrious
_____average in diligence & interest
_____somewhat indifferent
_____definitely not interested

DEPENDABILITY

_____excellent
_____above average
_____average
_____below average
_____poor

ABILITY TO LEARN

_____learns very quickly
_____learns readily
_____average in learning
_____rather slow to learn
_____very slow to learn

QUALITY

_____excellent
_____above average
_____average
_____below average
_____poor

ATTENDANCE

_____regular
_____irregular

PUNCTUALITY

_____regular
_____irregular

GROOMING

_____satisfactory
_____unsatisfactory

OVERALL EVALUATION RATING

_____outstanding
_____very good
_____average
_____marginal
_____unsatisfactory

Please see the back of this form for additional questions and comments about the student's performance during the internship.

Signed:_____ Date:_____
(Company Representative & Title)

Signed:_____
(Student Employee)

(over)

1. Would you request another SUNY Orange Intern? [ ] Yes [ ] No [ ]Maybe

2. Do you have any recommendations for how we may better prepare students for professional employment in your organization (specifically, are there subject areas that need to be strengthened?)

3. Do you have any recommendations on how the administrative aspects of the internship program could be improved?

4. Comments about student's performance.

ATTACHMENT V

SUNY Orange

Internship Programs Under The Fair Labor Standards Act

This fact sheet provides general information to help determine whether interns must be paid the minimum wage and overtime under the Fair Labor Standards Act for the services that they provide to "for profit" private sector employers.

Background

The Fair Labor Standards Act (FLSA) defines the term "employ" very broadly as including to "suffer or permit to work". Covered and non-exempt individuals who are "suffered or permitted" to work must be compensated under the law for the services they perform for an employer. Internships in the "for profit" private sector will most often be viewed as employment, unless the test described below relating to trainees is met. Interns in the "for profit" private sector who qualify as employees rather than trainees typically must be paid at least the minimum wage and overtime compensation for hours worked over forty in a work week".*

The Test For Unpaid Interns

There are some circumstances under which individuals who participate in "for profit" private sector internships or training programs may do so without compensation. The Supreme Court has held that the term "suffer or permit to work" cannot be interpreted so as to make a person whose work serves only his or her own interest an employee of another who provides aid or instruction. This may apply to interns who receive training for their own educational benefit if the training meets certain criteria. The determination of whether an internship or training program meets this exclusion depends upon all of the facts and circumstances of each such program.

The following six criteria must be applied when making this determination:

- The internship, even though it includes actual operation of the facilities of the employer, is similar to training which would be given in an educational environment;
- The internship experience is for the benefit of the intern;
- The intern does not displace regular employees, but works under close supervision of existing staff;
- The employer that provides the training derives no immediate advantage from the activities of the intern; and on occasion its operations may actually be impeded;
- The intern is not necessarily entitled to a job at the conclusion of the internship; and
- The employer and the intern understand that the intern is not entitled to wages for the time spent in the internship

If all of the factors listed above are met, an employment relationship does not exist under the FLSA, and the Act's minimum wage and overtime provisions do not apply to the intern. This exclusion from the definition of employment is necessarily quite narrow because the FLSA's

definition of "employ" is very broad. Some of the most commonly discussed factors for "for profit" private sector internship programs are considered below.

(over)

Similar To An Education Environment And The Primary Beneficiary Of The Activity

In general, the more an internship program is structured around a classroom or academic experience as opposed to the employer's actual operations, the more likely the internship will be viewed as an extension of the individual's educational experience (this often occurs where a college or university exercises oversight over the internship program and provides educational credit). The more the internship provides the individual with skills that can be used in multiple employment settings, as opposed to skills particular to one employer's operation, the more likely the intern would be viewed as receiving training. Under these circumstances the intern does not perform the routine work of the business on a regular basis, and the business is not dependent upon the work of the intern. On the other hand, if the interns are engaged in the operations of the employer or are performing productive work (for example, filing, performing other clerical work, or assisting customers), then the fact that they may be receiving some benefits in the form of a new skill or improved work habits will not exclude them from the FSLA's minimum wage and overtime requirements because the employer benefits from the interns' work.

Displacement And Supervision Issues

If an employer uses interns as substitutes for regular workers or to augment its existing workforce during specific time periods, these interns should be paid at least the minimum wage and overtime compensation for hours worked over forty in a work week. If the employer would have hired additional employees or required existing staff to work additional hours had the interns not performed the work, then the interns will be viewed as employees and entitled to compensation under the FLSA. Conversely, if the employer is providing job shadowing opportunities that allow an intern to learn certain functions under the close and constant supervision of regular employees, but the intern performs no or minimal work, the activity is more likely to be viewed as a bona fide education experience. On the other hand, if the intern receives the same level of supervision as the employer's regular workforce, this would suggest an employment relationship, rather than training.

Job Entitlement

The internship should be of a fixed duration, established prior to the outset of the internship. Further, unpaid internships generally should not be used by the employer as a trial period for individuals seeking employment at the conclusion of the internship period. If an intern is placed with the employer for a trial period with the expectation that he or she will then be hired on a permanent basis, that individual generally would be considered an employee under the FLSA.

Where To Obtain Additional Information

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

For additional information, visit the US Department of Labor's Wage and Hour Division website: http://www.wagehour.dol.gov and/or call their toll free information and helpline, available 8AM to 5PM in your time zone, 1-866-4USWAGE (1-866-487-9243).

* The FLSA makes a special exception under certain circumstances for individuals who volunteer to perform services for a state or local government agency and for individuals who volunteer for humanitarian purposes for private non-profit food banks. WHD also recognizes an exception for individuals who volunteer their time, freely and without anticipation of compensation for religious, charitable, civic, or humanitarian purposes to non-profit organizations. Unpaid internships in the public sector and for non-profit charitable organizations, where the intern volunteers without expectation of compensation, are generally permissible. WHD is reviewing the need for additional guidance on internships in the public and non-profit sectors.

ATTACHMENT VI

SUNY Orange

Internship Program Application

Name_____ Applying for:_____
(Semester)

Address:_____ Phone: _____

City: _____State: _____ Cell: _____

E-Mail: _____

Curriculum:_____ GPA_____

Related Coursework Completed: _____

Relevant Experience: _____

Are you a FT or PT Student? _____ Anticipated Graduation: _____

Method of Transportation: [ ] Car [ ] Public

Is this an academic required internship? [ ] Yes [ ] No

What internship field would you prefer? _____

When are you available to begin work? _____
(state days and time of availability)

What geographical locations would you consider (towns)? _____

Are you currently employed in a job related to your major? [ ] Yes [ ] No

(If you wish to use your current job as your internship placement, please ask your employer to register on our Career Portal and upload an internship description.)

If applying for a non-credit internship, how did you hear about the Internship Program?
(please provide contact name and phone number)

_____

Do you have any health or physical disabilities that may limit the type of internship placement? [ ] Yes [ ] No

If yes, please explain:

_____

_____ _____
STUDENT SIGNATURE DATE

Attachment VII

SUNY Orange

Internship Program – Learning Contract

Student Name: _____

Date: _____

Business Name: _____

Department: _____

Semester: _____

Supervisor: _____

Briefly describe your job tasks:

_____

_____

Think about what you hope to accomplish in your position this semester. Note areas where you feel you can gain new skills, increase your knowledge or improve your attitude. Your objectives can be personal or related to specific job competencies. It is important that you be as specific as possible, as broad general statements are difficult to measure. After discussing your learning objectives with your work supervisor and faculty advisor, list them below.

OBJECTIVE #1:

_____

_____

Steps to accomplish the learning objective: _____

_____

_____

Method of measuring success: _____

_____

_____

(over)

OBJECTIVE #2:

_____

_____

Steps to accomplish the learning objective: _____

_____

_____

Method of measuring success: _____

_____

_____

OBJECTIVE #3:

_____

_____

Steps to accomplish the learning objective: _____

_____

_____

Method of measuring success: _____

_____

_____

The Site Supervisor agrees that the objectives stated herein are realistic and the Site Supervisor shall work with the student to achieve these objectives.

Student's Signature: _____

Supervisor's Signature: _____

Faculty Advisor's Signature: _____

Attachment VIII

SUNY Orange

Internship Program Evaluation

Student Name: _____

Employer: _____

Site Supervisor: _____

Directions: Type your answers to the following questions on a separate piece of paper using a minimum of three references per answer.

1) Briefly describe your job responsibilities.

2) Briefly explain how you accomplished your learning objectives.

3) Did you feel academically prepared for this position? If not, explain.

4) What did you like most about the internship experience?

5) What did you like least about the internship experience?

6) Did this experience confirm or challenge your present career goals?

7) Would you recommend this placement to another student?

8) What would make this a more valuable experience?

9) Other comments:

Attachment IX

SUNY Orange

INTERNSHIP ATTENDANCE LOG

STUDENT NAME:_____COURSE #:_____

FACULTY MENTOR:_____SEMESTER:_____

SUPERVISOR'S NAME:_____TELEPHONE #: _____

Week of	Hours	Supervisor's Initials
		Total Hours:

_____ _____ _____ _____

Student Signature Date Supervisor Signature Date

SUNY ORANGE

OFFICE OF CAREER & INTERNSHIP SERVICES

"Connecting Employers with a Ready & Able Workforce!"

George Shepard Student Center, Room 227
115 South Street
Middletown, NY 10940

PHONE: 845-341-4444
FAX: 845-341-4447
Email: careers@sunyorange.edu

RESOLUTION NO.: _____ - 2015

OF

AUGUST 10, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HUDSON VISTA MEDICAL P.C. TO PROVIDE OCCUPATIONAL HEALTH SERVICES TO THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh is required by federal and state law, as well as City policy and procedure, to provide occupational health services to its employees; and

WHEREAS, Hudson Vista Medical P.C. is a highly-qualified and experienced provider of occupational health services and can provide such services to the City of Newburgh at its office located at 407 Gidney Avenue, Newburgh, NY to offer maximum accessibility; and

WHEREAS, engaging Hudson Vista Medial P.C. to provide occupational health services to City employees is in the best interests of the City of Newburgh and its employees;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and hereby is authorized to enter into an agreement on behalf of the City of Newburgh with Hudson Vista Medical P.C. to provide occupational health services.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of _____, 2015, is made by and between Hudson Vista Medical, P.C. ("HVM"), having an office at 21 Laurel Avenue, Cornwall, New York, 12518, and the City of Newburgh ("City"), having an office at City Hall, 83 Broadway, Newburgh, NY 12550.

WHEREAS, City desires to furnish its employees with certain occupational health services; and

WHEREAS, HVM is capable and willing to provide these services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term. Except in the case of earlier termination as provided herein, the initial term of this Agreement will commence on _____, 2015 and terminate on _____, 2016. This Agreement will be renewed for one or more renewal terms of one (1) year from the expiration of the initial term or the last renewal term, as the case may be, unless either party gives the other party at least thirty (30) days' written notice prior to the expiration of the initial term or the last renewal term that the party will not renew the Agreement for the additional term.

2. Retention. City hereby retains HVM and HVM agrees to provide the City with the following professional medical services for City employees upon City's request: physical examinations, drug screening services, DOT physical examinations and DOT physical examinations with EKG.

a. If during a City employee's physical exam or other professional medical service, a medical abnormality is discovered, HVM will refer the employee to the employee's primary care physician for follow-up and treatment.

b. If during a City employee's physical exam or other professional medical service, HVM determines that the employee requires an immediate service (*e.g.*, a radiology exam or other diagnostic test), HVM will only perform this service if it obtains: (1) the employee's prior written consent for the immediate service; and (2) the employee's prior written consent that HVM will bill 100% of the cost for the immediate service to the employee or, with the employee's prior written consent, to the employee's own health insurance program.

c. HVM will provide the physical exams and other professional medical services at its 407 Gidney Avenue, Newburgh, NY 12550 location during its regular business hours.

d. HVM agrees to send the results of each professional medical service to a designated employee of City, provided that City has supplied HVM with a signed authorization from the respective employee for each disclosure.

e. City will provide signed authorization forms from City employees authorizing HVM to provide protected health information, as that term is defined by the Health Insurance Portability and Accountability Act ("HIPAA"), to a designated employee of City.

3. Compensation. City will compensate HVM at the following rates: Two Hundred Forty Dollars ($240.00) for each physical examination; Forty Dollars ($40.00) for each urine or other drug screening; One Hundred Five Dollars ($105.00) for each DOT physical examination; and One Hundred Fifty Dollars ($150.00) for each DOT physical examination with an EKG. If City requests that HVM perform any other service, the compensation to be paid to HVM will be determined by a prior written agreement signed by both parties.

HVM will submit monthly invoices for services to City in a form and substance that is satisfactory to City naming, at a minimum, the date and description of all services provided and the name of the City employee(s) for whom the services were provided. City will pay HVM within thirty (30) days from its receipt of an undisputed invoice. City, to the extent it disagrees with an invoice, may provide HVM with written notice of such disagreement within thirty (30) days of receipt of the invoice. Any invoice not disputed within thirty (30) days of receipt shall be deemed approved by City. The parties hereby expressly represent that the compensation of HVM for the services provided pursuant to this Agreement will reflect the fair market value for these services and is not in any way contingent upon the referral of patients to or from HVM and is not calculated on the basis of existing, projected or anticipated referrals of patients to or from HVM.

4. Medical Records and Confidentiality. City acknowledges that medical records generated as part of the provision of services pursuant to this Agreement will be the property of HVM. During the term of this Agreement and at all times following termination of the Agreement, HVM will maintain the confidentiality of all employee medical records in accordance with all applicable federal and state laws and regulations.

5. Notices. All notices required or permitted pursuant to this Agreement will be in writing and either hand-delivered or sent by facsimile or certified mail, return receipt requested, to the following addresses, or to such other addresses as a party may designate by like notice:

If to City, to:
Office of the City Manager
City of Newburgh
City Hall
83 Broadway
Newburgh, NY 12550

With a copy to:
Office of Corporation Counsel
City of Newburgh
City Hall
83 Broadway
Newburgh, NY 12550

If to HVM to:
Hudson Vista Medical, P.C.
70 Dubois Street
Newburgh, NY 12550

A notice required or permitted pursuant to this Agreement will be deemed delivered immediately if hand-delivered or sent by facsimile transmission and if sent by certified mail, return receipt requested, it will be deemed delivered three (3) days after so mailing.

6. Professional Liability Insurance. HVM agrees to obtain and keep in full force and effect during the term of this Agreement, at its sole cost and expense, professional liability insurance in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate. HVM will provide City with a certificate of insurance attesting to the purchase of professional liability insurance in the amounts required by this Section 6. HVM will notify City in writing ten (10) days prior to any lapse in its professional liability coverage. The absence of professional liability coverage during the term of this Agreement may result in immediate termination of this Agreement.

7. Indemnification. To the fullest extent permitted by law, HVM will indemnify, defend (with counsel selected by City and reasonably approved by HVM) and hold harmless City, its employees, agents, representatives, mayor and City council members, from any and all liability, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of HVM's duties hereunder or the action of or the failure to act by HVM, its representatives, employees, or anyone for whose acts HVM may be liable.

In the event that any legal proceeding is instituted or that any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from HVM pursuant to this Section 7, City will promptly notify HVM of the suit, claim or demand and give HVM an opportunity to defend and settle same without any cost to City, and will extend reasonable cooperation to HVM in connection with the defense, which will be at the expense of HVM. In the event that HVM fails to defend the same within thirty (30) days of receipt of notice, City will be entitled to assume the defense thereof, and HVM will be liable to repay City for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments).

All of the preceding paragraphs in this Section 7 will survive the expiration or sooner termination of this Agreement.

8. Termination. This Agreement may be terminated "for cause" by City upon the occurrence of any of the following events:

a. Automatically upon the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of insolvents by HVM, and upon the filing of an involuntary petition in bankruptcy against HVM which is not dismissed within sixty (60) days of filing;

b. Immediately upon HVM's breach of its obligations to provide the insurance coverage as set forth in this Agreement;

c. Immediately upon HVM's breach of any of its obligations under, or violation of, any applicable state or federal law or regulation;

d. Fifteen (15) days after HVM has written notice from City that it has breached any of its other obligations hereunder, unless within such fifteen (15) day period HVM cures such breach to City's satisfaction.

Upon termination of this Agreement "for cause," HVM will be entitled to receive all sums due and unpaid as of the date of termination.

Either party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other party. Upon termination of this Agreement for convenience, HVM will be entitled to receive all sums due and unpaid as of the date of termination.

In the event of termination of this Agreement for any reason, all reports and services due to City must be completed by HVM and delivered to HVM within thirty (30) days of the termination date.

9. Assignment. This Agreement will not be assigned by either party without the prior written consent of the other party.

10 Whole Agreement; Modification. This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties. This Agreement will not be modified or amended except by a written document executed by both parties and attached hereto.

11. Governing Law. The validity, interpretation and performance of this Agreement will be governed by and construed in accordance with the laws of the State of New York. Any dispute arising under this Agreement will be litigated in the Supreme Court, Orange County, New York. The parties each waive trial by jury in any action or proceeding concerning this Agreement.

12. Negotiated Agreement. This is a negotiated agreement and this Agreement will not be construed against any party by reason of this Agreement being prepared by the party's attorney(s). Each party warrants that it has full authority to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

13. Iran Divestment Act of 2012. By signing this Agreement, each person and each person signing on behalf of any party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant to New York State Finance Law § 165-a(3)(b).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF NEWBURGH

By:_____

Title:_____

HUDSON VISTA MEDICAL, P.C.

By:_____

Title: Corporate Secretary

RESOLUTION NO.: _____-2015

OF

AUGUST 10, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH'S BACK TO SCHOOL PARTY IN THE PARK EVENT

WHEREAS, the City of Newburgh will be holding a Back to School Event on August 30, 2015; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support this event; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh and its residents to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's Back to School Party in the Park Event.

RESOLUTION NO.: _____ - 2015

OF

AUGUST 10, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SHAMROCK SHOWS, INC. FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT THE CITY OF NEWBURGH INTERNATIONAL FESTIVAL

WHEREAS, the City of Newburgh will hold its annual International Festival on Friday, September 4, 2015 through Monday, September 7, 2015, 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 Shamrock Shows, Inc. for services in connection with the City of Newburgh International Festival.

PROPOSER INFORMATION FORM

REQUEST FOR PROPOSALS

RFP #6.15

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE
27TH ANNUAL INTERNATIONAL FESTIVAL
CITY OF NEWBURGH, NEW YORK

I (We) hereby propose services for the operations of carnival rides, concessions and amusements for the City of Newburgh, New York as requested by the City in accordance with the RFP solicitation. By signing and submitting this Proposer Information Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME Shamrock Shows + Amusements inc

ADDRESS 338 willowtree rd milton NY 12547

PHONE NO. 845-541-0759 FAX NO. N/A

EMERGENCY TEL: 352-949-9644 CONTACT: Colin / Heather O'keefe

EMAIL ADDRESS ShamrockShows@gmail.com

TAX I.D. NUMBER 45-1476294

SUBMITTED BY _____
Signature in ***BLUE*** *Ink*

NAME/TITLE Colin O'keefe - CEO

DATED 7/22/15

BIDS RECEIVED WITHOUT NON-COLLUSION BIDDING AFFIDAVIT WILL NOT BE ACCEPTED

NON-COLLUSION BIDDING AFFIDAVIT

City of Newburgh, New York

STATE OF New York)
)SS
COUNTY OF Orange)

I, Colin O'Keefe of the (City, Town, Village) of milton
in the County of Ulster in the State of New York,
of full age, being duly sworn according to law on my oath dispose and say that:

I am Colin O'Keefe, an officer of the firm of Shamrock Shows + Amusements inc. the vendor making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona file employees or bona fide established commercial or selling agencies maintained by Shamrock Shows + Amusements inc. (Name of Agency)

Subscribed and sworn to by: _____
(Signature – in **Blue** Ink)

Colin O'Keefe - CEO
(Print or type name and title of individual that signed above)

Before me this 23 day of July, 2015

_____
(Notary Public Signature)

Notary Public of New York

My commission expires ~~July 23~~ Sept 23 2015

Affix Notary Stamp/Seal

ROSE M RIGONI
Notary Public - State of New York
No. 01RI4986779
Qualified in Orange County
My Commission Expires Sept. 23, 2015

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

SHAMROCK SHOWS, INC.
338 Willow Tree Rd. • Milton, NY 12547
Phone:845-795-1263 • Fax:845-795-2345

A. SHAMROCK SHOWS AND AMUSEMENTS WILL BRING 12-14 RIDES AND 6-10 GAMES AND 3 ONCESSION TRAILERS DURING THE 2015 INTERNATIONAL FESTIVAL

B. SHAMROCK SHOWS AND AMUSEMENTS WILL PROVIDE PROPER INSURANCE COVERAGE, CO LISTING CITY OF NEWBURGH NY IN SCOPE AND AMOUNT SATISFACTORY TO CITY, AND WILL HAVE PROPER PERMITS FOR ORANGE COUNTY HEALTH DEPT.

C.SHAMROCK WILL PROVIDE AMUSEMENTS CONCESSIONS AND CARNIVAL RIDES AT NO COST TO THE CITY OF NEWBURGH

D.SHAMROCK SHOWS AND AMUSEMENTS SHALL PAY THE CITY OF NEWBURGH 35% OF THE ENTIRE PROCEEDS OVER THE TOTAL DURATION OF THE FESTIVAL.

E.SHAMROCK SHOWS AND AMUSEMENTS SHALL PROVIDE ELECTRICIY FOR ALL AMUSEMENTS CONCESSIONS AND CARNIVAL RIDES.

F.SHAMROCK SHOWS AND AMUSEMENTS WILL PROVIDE 100 ADVERTISING POSTERS AT NO COST TO THE CITY OF NEWBURGH WHICH SHALL BE DISTRIBUTED BY THE CITY

G.SHAMROCK SHOWS WILL PROVIDE TICKETS AT NO COST TO THE CITY

H.SHAMROCK SHOWS WILL BE FULLY RESPONSIBLE TO PROVIDE PERSONNEL.

I.SHAMROCK SHOWS WILL CLEAN AND PROVIDE MAINTENANCE TO ALL IMMEDIATE CONCESSION AND AMUSEMENT RIDES AT ALL TIMES

J.SHAMROCK SHOWS WILL PROVIDE A WRITTEN ACCOUNT OF THE DAILY PROCEEDS EARNED TO THE DESIGNATED CITY OF NEWBURGH REPRESENTATIVE AT THE CONCLUSION OF EACH AND EVERY NIGHT.

K.SHAMROCK SHOWS WILL PAY THE CITY OF NEWBURGH AT THE END OF EACH EVENING THE AMOUNT DUE TO THE CITY OF NEWBURGH .

SHAMROCK SHOWS WILL SET UP NO EARLIER THAN WEDNESDAY SEPT 2ND 2015AT 12:00 P.M. SHAMROCK SHOWS WILL HAVE ALL EQUIPMENT REMOVED FROM LOCATION NO LATER THAN 12:00 P.M. ON WEDNESDAY SEPT 9TH 2015
SHAMROCK SHOWS WILL HAVE ALL PERSONNEL RIDES AND CONCESSIONS READY TO OPERATE ON THE FIRST DAY NO LATER THAN 5:00 P.M. ON FRIDAY SEPT 4 2015 AND CEASE OPERATIONS AT 11:00 P.M.
SHAMROCK SHOWS WILL BE FULLY OPERATIONAL AT 12:00 P.M. ON SEPT 5TH 6TH AND 7TH AND CEASE OPERATION AT 11:00 P.M. ON THE NIGHTS OF THE 5TH AND 6TH AND AT 10:00 P.M. ON THE 7TH UNLESS OTHERWISE DIRECTED BY CITY OFFICIAL OR REPRESENTATIVE

RESOLUTION NO.: _____ - 2015

OF

AUGUST 10, 2015

A RESOLUTION AMENDING THE 2015 PERSONNEL ANALYSIS BOOK TO ADD ONE TEMPORARY PART-TIME RECORDS MANAGEMENT POSITION

WHEREAS, it has become necessary to create one temporary part-time Records Management position to provide training and assistance within the department; and

WHEREAS, the creation of the temporary part-time Records Management position will be on a temporary basis for an amount not to exceed Five Thousand ($5,000.00) Dollars; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 2015 Personnel Analysis Book be and hereby is amended to create one temporary part-time Records Management position.

RESOLUTION NO.: _____ - 2015

OF

AUGUST 10, 2015

A RESOLUTION TO REMOVE THE "HAVE YOU BEEN CONVICTED OF A CRIME" QUESTION FROM THE CITY OF NEWBURGH APPLICATION FOR EMPLOYMENT FORM

WHEREAS, the City of Newburgh application for employment form includes the question, "Have you been convicted of any crime within the last seven years? If yes, explain:" and

WHEREAS, such a question often discourages rehabilitated individuals from seeking employment for fear that answering honestly will preclude the possibility of even being interviewed; and

WHEREAS, the following statement is at the bottom of the City of Newburgh's job application form: "The NYS Human Rights Law prohibits discrimination in employment because of age, race, creed, color, national origin, sex, disability, marital status or criminal record. Accordingly, nothing in our application forms should be viewed as expressing, directly or indirectly, any limitation, specification, or discrimination as to age, race, creed, color, national origin, sex, disability, marital status or criminal record in connection with employment in the municipal service of the City of Newburgh. The City of Newburgh is an Equal Opportunity Employer"; and

WHEREAS, removing the question from the employment application does not preclude the City of Newburgh interviewer from asking a job candidate in a job interview the question above cited, nor would removing the question preclude the employer from conducting a background check on the individual; and

WHEREAS, the interviewing process for employment with the City of Newburgh should be revised to ensure that the above cited question is included in the job interview process; and

WHEREAS, before the decision to hire a job candidate is complete, the prospective new employee will be required to sign a statement declaring whether he or she has ever been ever been convicted of a crime, and if so, under what circumstances; and

WHEREAS, following an interview, the City of Newburgh hiring policy will require a job candidate to sign a waiver authorizing the City of Newburgh to perform a background check on the individual; and

WHEREAS, when someone in the past has been convicted or pled guilty to a felony or misdemeanor, they should have the opportunity to demonstrate to the employer, once given the

chance in an interview, that they are and have been law-abiding and deserve consideration, if qualified, for the employment opportunity; and

WHEREAS, the United States as a result of its "War on Drugs" has one of the highest rates and levels of felony and misdemeanor convictions; and

WHEREAS, these convictions are often for non-violent crimes; and

WHEREAS, returning persons convicted of felonies and misdemeanors to the workforce is an effective measure to prevent recidivism; and

WHEREAS, removing the questions cited above does not compromise the health, safety and welfare of the People of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED*,* that the crime question be removed from the City of Newburgh job application form.

RESOLUTION NO.: _____ - 2015

OF

AUGUST 10, 2015

**RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER $15,000.00 FROM GENERAL FUND CONTINGENCY
TO ENGINEERING – REPAIRS/OTHER EQUIPMENT AND CONSULTANTS SERVICES
IN CONNECTION WITH ASBESTOS TESTING
AND SHORING MATERIALS FOR CITY HALL**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
A.1900.1990	Contingency	$15,000.00	
A.1440.0443	Engineering Repairs/Other Equipment		$14,000.00
A.1440.0455	Engineering Consultants Services		$ 1,000.00
	TOTALS:	$15,000.00	$15,000.00

RESOLUTION NO.: _____ - 2015

OF

AUGUST 10, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL FROM ENVIROLOGIC OF NEW YORK, INC. FOR ASBESTOS TESTING SERVICES FOR CITY HALL AT A COST OF $860.00

WHEREAS, by Resolution No.: 44-2015, dated March 9, 2015 and adopted on March 23, 2015, authorized the City Manager to accept a proposal and execute an agreement with Envirologic of New York, Inc. ("Envirologic") for asbestos testing services for City Hall; and

WHEREAS, it has been determined that further testing is appropriate and necessary; and

WHEREAS, Envirologic has submitted a proposal for such testing, a copy of which is annexed hereto, in the amount of Eight Hundred Sixty ($860.00) Dollars; and

WHEREAS, this Council has reviewed said proposal and has determined that accepting the same 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 is hereby authorized to accept a proposal from Envirologic of New York, Inc. for asbestos testing services for City Hall at a cost of Eight Hundred Sixty ($860.00) Dollars.

3 Neptune Road - Suite A-28
Poughkeepsie, New York 12601
845.146.1466
845.462.1476 (fax)
info@elogicny.com
www.envirologicny.com

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

Re: City Hall 83 Broadway, Newburgh, New York - Asbestos Inspection

Dear Mr. Morris,

Thank you for allowing Envirologic of New York, Inc. (**ENVIROLOGIC**) the opportunity to provide you a quote for Environmental Consulting Services for your renovation/demolition project for **Newburgh City Hall, 83 Broadway, Newburgh, New York.** The following proposal is based on the estimated costs for the inspection of the building for asbestos. The services include:

1. Limited asbestos inspection and analysis of suspect asbestos containing materials present at each identified location.

Description	Quantity	Unit Cost	Total
Asbestos Inspector Hours/Services	1	$200.00	$200.00
PLM Friable Bulk Sample Analysis	6	$20.00	$120.00
NOB PLM Bulk Sample Analysis	10	$30.00	$300.00
NOB TEM Bulk Sample Analysis	6	$40.00	$240.00

TOTAL PROJECT COST = $860.00

3 Neptune Road – Suite A-28
Poughkeepsie, New York 12601
845.146.1466
845.462.1476 (fax)
info@elogicny.com
www.envirologicny.com

NOTICE TO PROCEED:

1. **Payment is due upon receipt of final report.**
2. **Work will begin as soon as a signed copy of this proposal is received by our office. Please sign and return by fax/email.**

Client Name & Address:	Project Location:
The City of Newburgh 83 Broadway Newburgh, NY 12550	City Hall 83 Broadway Newburgh, NY 12550
Signed by:	Date:

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

Sincerely,

Jack Kunicki
Envirologic of New York, Inc.

RESOLUTION NO.: _____-2015

OF

JULY 13, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK CONSENTING TO A LOT LINE REVISION AT THE BORDER OF 139 ELLIS AVENUE AND 141 ELLIS AVENUE

WHEREAS, the City of Newburgh and The Overview Partnership own adjacent properties located at 141 Ellis Avenue and 139 Ellis Avenue, identified as Section 42, Block 2, Lot 4 and Section 42, Block 2, Lot 6.22 on the official Tax Map of the City of Newburgh; and

WHEREAS, as a survey prepared by Daniel J. O'Brien, Professional Land Surveyor, indicates that the construction of a water storage tank owned by the City of Newburgh encroaches upon the property owned by The Overview Partnership; and

WHEREAS, The Overview Partnership appeared before the City of Newburgh Planning Board on July 21, 2015 requesting a lot line revision to alleviate the encroachment; and

WHEREAS, the City of Newburgh Planning Board, having heard the application of The Overview Partnership, issued a resolution approving the lot line revision;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Council hereby supports the application of The Overview Partnership to the City of Newburgh Planning Board for a lot line revision at the border of Section 42, Block 2, Lot 4 and Section 42, Block 2, Lot 6.22 on the official Tax Map of the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Council hereby consents to the lot line revision; and

BE IT FURTHER RESOLVED, that the City Council hereby supports the decision of the City of Newburgh Planning Board approving the lot line revision; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute any documents necessary in order to effectuate the lot line revision.

Subject to All Utility Company Easements
No underground improvements and structures shown
No Buried Utility Lines Shown
This Mapping is a partial boundary survey for the LOT LINE Change Only
No water bodies exist
No existing structures exist, except water tank

ELLIS AVENUE

lands of City of Newburgh
dl.1233 pg.404
tax map 42-2-4

WATER TANK

N 49°56'32"E 227.83'

N 50°31'42"E 172.78'

FIELD SURVEY

N 50°22'03"E 230.00' existing line

Proposed Lot line

lot line to be deleted

Lands from the City of Newburgh to Witfield
0.076 Acres

Lands from Witfield to the City of Newburgh
0.067 Acres

Bearing & Distance along New Lot Line

A) S 63°36'00"E 25.80'
B) N 70°06'00"E 61.30'
C) N 33°25'00"E 33.80'
D) N 02°50'00"E 43.66'
E) N 02°50'00"E 14.73'
F) N 13°07'35"W 12.96'

lands n/T
City of Newburgh
dl.3261 pg.597
tax map 50-1-5.3

N 62°47'37"W 642.05'

Sewer Availability (public) City of Newburgh
Water Availability (public) City of Newburgh

Zoning District: PO-2

LEGEND

UTILITY POLE
SEWER MANHOLE
WATER VALVE
FIRE HYDRANT
FENCE
OVERHEAD WIRES
CATCH BASIN
NS: Not Field Surveyed

GRAPHIC SCALE - FEET (50 0 50 100 150)

lands n/T
Central Hudson Gas & Electric Corp.
dl.1629 pg.293

S 42°29'01"W 207.22'
NS

lands n/T
City of Newburgh
tax map 50-1-6

S 62°11'02"W 102.96'
NS

S 42°47'13"E 33.66'
Lands n/T Hughes
tax map 42-2-4.21

Lands n/T Hughes
tax map 42-2-3

lands n/T
Witfield & Rochlands
tax map 42-2-2.3
FM 8280-10

lands n/T
Witfield & Rochlands
tax map 42-2-2.2
FM 8280-10

lands n/T
Harris
tax map 42-2-2.1
FM 8280-10

N 42°47'13"E 50.13'
N 51°33'34"E 50.14'
N 42°01'26"W 3.66'
N 48°23'46"E 242.36'
S 42°36'07"E 13.27'
N 51°29'33"E 224.30'
NS

FIELD SURVEY

S 07°57'30"W 814.05'
NS

Lands n/T
Newburgh Moran Lumber
dl.1844 pg.437
tax map 42-2-1.1

Owners Certificate

The undersigned, owner of the property here-on states that he/she is familiar with this map, its contents and its legends, and hereby consents to all said terms and conditions as stated here-on and to the filing of this map signed this _____ day of _____ 2015

_____
Name

LOCATION PLAN

OWNER OF RECORD / APPLICANTS

Donald A. Witfield, Robert McCoy
Aziz Mureebe, Conrado Pojino
2294 Route 208
Montgomery, N.Y. 12550
Tax Map section 42
block 2
Lot 6.22
deed Liber 11867 page 438

City of Newburgh
83 Broadway City Hall
Newburgh, N.Y. 12550
Tax Map section 42
block 2
lot 4

Planning Board Approval Box

Unauthorized Alteration or Addition to this Map is a Violation of Sect. 7209(2) of the New York State Education Law. Papers of This Map Not Having the Embossed Seal of The Land Surveyor Shall Not Be Valid.
Signature or Certification Are for Transferable To Additional Mortgagees or Subsequent Owners.

I hereby certify to:
Donald A. Witfield, Robert McCoy
Aziz Mureebe, Conrado Pojino
City of Newburgh
that this map is based upon a field survey
Field work completed on April 13,2015

DANIEL J. O'BRIEN
PROFESSIONAL LAND SURVEYOR
839 MILLSBURG ROAD
MIDDLETOWN, N.Y. 10940

DANIEL J. O'BRIEN N.Y.S. LIC. 049830-1

PROPOSED LOT LINE CHANGE

of lands for

City of Newburgh & Witfield, McCoy
Mureebe & Tojino

City of Newburgh — County of Orange
State of New York — File # 13-29
scale 1" = 50' — dated. October 15,2012

CITY OF NEWBURGH
PLANNING BOARD

Lisa Daly, Chair

123 Grand Street, Newburgh, New York **Phone: (845) 569-7401 Fax: (845) 569-7435**

INDEX NO.: 2015-06

RESOLUTION OF CITY OF NEWBURGH PLANNING BOARD

LET IT BE RESOLVED

At the Planning Board meeting held on July 21, 2015, the Planning Board having found that a lot line revision shall be granted to The Overview Partnership at the boundary of the properties located at 139 Ellis Avenue and 141 Ellis Avenue, identified as Section 42, Block 2, Lot 6.22 and Section 42, Block 2, Lot 4 on the official Tax Map of the City of Newburgh, New York, hereby moves to approve said lot line change to alleviate the encroachment of a City owned water storage tank on the property owned by The Overview Partnership at 139 Ellis Avenue.

LET IT BE FURTHER RESOLVED

The above approval is conditioned on the following:

1. The applicant shall address all comments of the City Engineer set forth in the report dated July 21, 2015;

Moved by: Dan Stokes
Seconded by: Elsworth Banks

	Aye	Nay	Abstention
Peter Smith			Absent
Argelia Morales	x		
Elsworth Banks	x		
Ramona Monteverde	x		

Dan Stokes x_____

Lisa Daily x_____

Dated: July 28, 2015

Lisa Daily

Lisa Daily, Chairperson

ORDINANCE NO.: _____ - 2015

OF

AUGUST 10, 2015

AN ORDINANCE AMENDING SECTION 288-77
OF THE CODE OF ORDINANCES
TO ESTABLISH A15-MINUTE PARKING ZONE
AT 115 AND 117 LIBERTY STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York, that Section 288-77, Schedule XIX, be and is hereby amended as follows:

Section 1. Section 288-77. Schedule XIX: Time Limit Parking, be and it hereby is amended by the addition of the following location:

Name of Street	Side	Time Limit: Hours/Days	Location
Liberty Street	West	15 min 10:00 a.m. to 7:00 p.m./ Monday through Saturday	From a point 50 feet south of the southwest perpendicular curb intersection of Ann Street and Liberty Street, encompassing the two (2) delineated parking spaces and terminating at a point 95 feet to the south along the west side of Liberty Street

Section 2. This Ordinance shall take effect immediately.

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

ORDINANCE NO.: _____ - 2015

OF

AUGUST 10, 2015

AN ORDINANCE AMENDING SECTION 163-1 "SCHEDULE OF CODE FEES" OF CHAPTER 163 "FEES" OF THE CODE OF THE CITY OF NEWBURGH

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

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

Code Section	Type of Fee	Amount
§ 266-19	Open Spaces Parks, Open Space and Minor Subdivisions	$.~~10~~5 ~~cents~~ per square foot of subdivided area
§ 266-22	Subdivision of lands fees	
	Lot line change and two-lot subdivision of parcel containing an existing residential structure	$200.00
	Minor subdivision of four lots or fewer	$200.00
	Major subdivision of five lots or more	$200.00 plus $50 per lot
	Cost of professional services required in subdivision review process:	
	On all applications for subdivision approval to the Planning Board, the applicant shall, in addition to any fees established pursuant to Chapter 266 and in addition to any fees established by Chapter 158 of this Code, pay the actual cost of the following services which	The sums of money deposited pursuant to this subsection shall be placed in an escrow account to cover such costs, which account shall be drawn against in the course of the

~~Strikethrough~~ denotes deletions
Underlining denotes additions

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may be reasonably required by the Planning Board in the processing of the application: [1] Engineering services [2] Review during construction, inspection services [3] Planning services	review of the particular application. Initial deposit shall be $500 Subsequent deposits shall be required as needed. Any amount remaining in the account on completion of review shall be refunded.
Inspection of public improvements	~~4~~ 3% of the value of bonded improvements
~~Recreation fee in lieu of land at the Planning Board's discretion~~	~~$500 per lot for a subdivision of four lots or fewer (minor subdivision); provided, however, that if a lot contains an existing single-family dwelling unit, such lot (and only one) shall be excluded from the calculation; $500 per lot including the first four lots for subdivisions greater than four (major subdivision). For residential site plans, including but not limited to newly created condominiums, multiple dwellings (three and greater) and two-family homes: $1,000 for each residential unit.~~
Public hearing	$150.00, plus $50.00 for obtaining a public hearing notification list from the City Assessor

§ 300-9~~83~~ Miscellaneous planning, zoning and Building Department fees

Applicants shall, at the discretion of the particular Board involved, reimburse the cost of professional services required in the review process based on the most current rate. Payment shall be made prior to each stage of submission.

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	Re-inspection, other than for a certificate of occupancy for the same site	Residential site: $40.00 per additional inspection of the same site for the same purpose Commercial site: $75.00 per additional inspection of the same site for the same purpose
	Inspections requested outside normal business hours	$150.00, plus reimbursement of overtime costs
§ 300-10	On all applications for site plan approval, special use permit, zoning amendment, variance or other appeal to the Planning Board, or other reviewing board, the applicant shall, in addition to any fees established pursuant to Chapter 300 and in addition to any fees established by Chapter 158 of this Code, pay the actual cost of the following services which may be reasonably required by the Planning Board, or other reviewing board, in the processing of the application: [1] Engineering services [2] Review during construction, inspection services [3] Planning services	The sums of money deposited pursuant to this subsection shall be placed in an escrow account to cover such costs, which account shall be drawn against in the course of review of the particular application. The initial deposit shall be $500. Subsequent deposits shall be required as needed. On completion of review, funds remaining in the account will be refunded to the applicant.
§ 300-40~~26~~	Architectural Review Commission	
	Application for certificate of appropriateness	With public hearing: $100.00 Without public hearing or Consent Agenda: $25.00
	~~Application for advisory review of an application for a variance or special permit which does not involve issuance of a certificate of appropriateness~~	~~Free~~

~~Strikethrough~~ denotes deletions
Underlining denotes additions

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	Application for a certificate of appropriateness only in connection with the erection of a sign subject to a sign permit fee, provided that such sign is to be either a wall sign not exceeding 25 square feet of surface area or a projecting sign not exceeding nine square feet of area on one side	$50.00
§ 300-70	Special Off-Street Parking Permit	Application fee: $50.00
§ 300-88~~51~~	Planning Board	
	Site Plan application	Residential (~~4~~ or fewer dwelling units): $~~3~~ 200.00 Residential (5 or more dwelling units): $~~3~~ 200.00, plus $~~150~~ 100 per unit Commercial: $1,000.00 plus $~~2~~ 100.00 per 1,000 square feet of floor area
	Inspection of public improvements	~~4~~ 2% of the approved estimated dwelling units): $~~3~~ 200.00
§ 300-89~~0~~	Recreation fee in lieu of land	As determined by the the Planning Board
§ 300-55~~14~~	Swimming or bathing pool permit	$50
§ 300-102~~36~~	Planning Board	
	Special use permit application	Residential: $150.00 Commercial: $250.00
	Transcript of proceedings	$3.00 per page
	Assessor's public hearing notification list	$50.00

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§ 300-116 Zoning Board of Appeals

Application for variances and requests for interpretation	Residential: $150.00 Commercial: $250.00
Transcript of proceedings	$3.00 per page
Assessor's public hearing notification list	$50.00

~~Subdivision, site plan, architectural review and site preparation application professional service fees; commercial permit review.~~

~~(1) Legislative intent. By enactment of this section, the City Council of the City of Newburgh recognizes the need of ensuring that the engineering, planning, technical, environmental, legal and clerical costs incurred by the City in processing and reviewing land use approvals be borne by the applicant/developer and not by the general public. To this end, it is the intent of this section to require the applicant/developer within the City of Newburgh to deposit with the City, in escrow, certain fees which are reasonably related to the complexity of the application and necessitate review by the City through its consultants as a condition precedent to the processing and review of any application. Additionally, this section shall also require the deposit of escrow fees with the City to cover the costs for review of an applicant/developer's environmental impact statement in accordance with Environmental Conservation Law § 8-0113 and 6 NYCRR 617.17.~~

~~(2) Fees for certain actions before the Planning Board.~~

~~(a) Upon application to the City of Newburgh Planning Board for any planning action or approval, the applicant shall deposit with the Secretary to the Planning Board an escrow to cover the costs being incurred by the City for all consultant services, including but not limited to engineering, planning and legal as well as clerical costs incurred in the processing and reviewing of such application.~~

~~(b) The City of Newburgh Planning Board shall compute the initial escrow charge in accordance with the following schedule:~~

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~~[1] Residential subdivision: $500.00~~

~~[2] Commercial subdivision: $1,000.00~~

~~[3] Multifamily residential site plans and special permits: $100.00 per dwelling unit.~~

~~[4] Commercial or other nonresidential site plans and special permits: $1,000.00 plus $200.00 per 1,000 square feet of building floor area or part thereof.~~

~~[5] State Environmental Quality Review Act (SEQRA):~~

~~[a] Long environmental assessment form: $1,000.00~~

~~[b] Environmental impact statement: $7,500.00~~

~~[c] Inspection fee for subdivision: 4% of amount of performance bond.~~

~~(c) Planning review fee deposits shall be made to the Secretary to the Planning Board and shall be placed in a separate non-interest-bearing account by the City of Newburgh.~~

~~(d) No review shall be under taken by the consultants nor shall the matter be scheduled before the Planning Board until the escrow account and all fees as set forth herein are paid.~~

~~(e) If the escrow account falls below 40% of the initial deposit, the Planning Board may, if recommended by the consulting engineer, planner or attorney, require that the applicant pay additional funds into the escrow account of up to 75% of the initial deposit.~~

~~(f) In the event that an applicant shall withdraw his application at any stage of the proceedings or when the application review and approval process has been completed, the balance of funds after payment of all outstanding charges in the applicant's account shall be either remitted to the applicant within 60 days of final action by the Planning Board or, if so directed by the applicant, shall remain on deposit as the applicant's initial payment during the post-approval inspection requirements.~~

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~~(g) The applicant shall be responsible for the payment of all the consultant services incurred by the Planning Board notwithstanding that the escrow account may be insufficient to pay for said fees or expenses.~~

~~(h) In the event that the Planning Board in the course of reviewing an application determines that the proposed action requires a positive declaration under SEQRA, all costs incurred by the Board for the review of any environmental impact statements, whether of a professional or clerical nature, shall be borne by the applicant pursuant to 6 NYCRR 617.8(a). Such costs shall be covered by an escrow account established pursuant to this subsection within 15 days of said positive declaration, in an amount as set forth in this Subsection E(2)(b).~~

~~(3) Pending applications. All applicants with matters pending before the Planning Board as of the effective date of this section shall be required to post an escrow in the manner and upon the terms and conditions set forth below:~~

~~(a) The Planning Board, in consultation with the applicant, shall compute the amount of the escrow to be posted with the City. Such amount shall be reasonably related to the costs attendant to the City's review of the application as of the effective date of this section. Under no circumstances shall the escrow include amounts attributable to any costs incurred by the City prior to the effective date of this section.~~

~~(b) Once computed and established by resolution of the Planning Board, the applicant shall, within 15 days of said resolution, post the escrow fees with the Secretary of the Planning Board. Failure to deliver said escrow fees may result in delay of the further processing of the application.~~

~~Rezoning fees~~

~~(1) Application to amend Zoning Ordinance or Zoning Map.~~

~~(a) For residential zoning amendments involving a single lot with single-family residences as the primary structures: $200.00~~

~~(b) For all other residential and for commercial zoning amendments: $300.00~~

~~(2) Costs of professional services required for review of zoning amendment application: at cost of professional services invoiced to City of Newburgh.~~

~~(3) The applicant shall also be required to pay upon presentation the actual costs of publication and mailing of any and all notices required by any provision of this Code and other provisions of law.~~

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~~(4) Public hearing: $150.00 plus cost of publication and transcription.~~

~~Professional service fees for rezoning applications, inspections, improvement districts, dedications and agreements.~~

~~(1) Legislative intent. The City Council of the City of Newburgh hereby finds and determines that in order to protect and safeguard the City of Newburgh, its residents and their property, with respect to certain land developments in the City, applications for zoning amendments and rezonings should conform to the City's Comprehensive Plan as it may be amended from time to time and be the subject of such environmental reviews as are required by law; landscaping installations and erosion and sediment control measures should be designed and installed in a competent and workmanlike manner and in conformity with approved plans and all applicable government codes, rules and regulations; and special improvement district extensions and establishments, outside use agreements and dedications and conveyances to the City should be made in a legally sufficient manner. In order to assure the foregoing, it is essential for the City to have competent professionals retained by the City to review and make recommendations regarding proposed zoning amendments and rezonings, plans and designs to the City Council and Planning Board, inspect landscaping and erosion and sediment control measures, negotiate and draft appropriate agreements with those persons installing or constructing or proposing to install or construct highway, utility, drainage or park improvements to be dedicated or connected to City facilities, obtain, review and approve deeds, easements, securities, insurances and other legal instruments to assure that the City obtains good and proper title and is otherwise adequately protected. The costs of retaining such competent professionals should ultimately be paid by those who seek to profit from such developments rather than from the City general or improvement district funds which are raised by assessments paid by the taxpayers of the City.~~

~~(2) Authority. This subsection is enacted under the authority of Subparagraphs a(12) and d(30) of Municipal Home Rule Law §§ 10(1)(ii) and 22. To the extent that General City Law §§ 83, 27-a, 32 and 33 do not authorize the City Council or City Planning Board to require the reimbursement to the City of professional expenses in connection with the review, inspection and approval of landscaping, erosion and sediment control measures for subdivisions and site plans, review and approval of districts and dedications and amendments to the Zoning Law, it is the express intent of the City Council to amend and supersede such statutes. More particularly, such statutes do not authorize the deferral or withholding of such approvals in the event that such expenses are not paid to the City. It is express intent of the City Council to change and supersede General City Law §§ 83, 27-a, 32 and 33 to empower the City to require such payments as a condition to such approvals.~~

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~~(3) The applicant for approval of a zoning amendment or rezoning by the City Council shall reimburse the City for all reasonable and necessary professional expenses incurred by the City in connection with the review, preparation and consideration of such zoning amendment or rezoning and all environmental reviews in conjunction therewith.~~

~~(4) A person who installs landscaping or erosion and sediment control measures or constructs or proposes to construct highway, drainage, utility or park improvements within or in conjunction with an approved subdivision or site plan in the City shall reimburse the City for all reasonable and necessary expenses incurred by the City in connection with the inspection of the landscaping or erosion and sediment control measures and the acceptance by the City of said highway, drainage, utility or park improvements and the dedication of same to the City.~~

~~(5) Simultaneously with the filing of an application for a zoning amendment or rezoning, the applicant shall deposit with the City Comptroller an escrow to cover the costs being incurred by the City for all professional services incurred in the reviewing of such application.~~

~~(6) Prior to final approval of a subdivision or site plan, the applicant shall deposit an escrow to cover the costs being incurred by the City as described above.~~

~~(7) The initial deposits required to fund escrow accounts shall be established by the City Council by resolution, and the City Council may increase or decrease said amounts by resolution from time to time.~~

~~(8) Upon receipt of such sums, the City Comptroller shall cause such sums to be deposited in a non-interest-bearing account in the name of the City and shall keep a separate record of all such monies so deposited.~~

~~(9) Upon receipt and approval of itemized vouchers from a professional for services rendered on behalf of the City pertaining to a project, the City Manager shall cause such vouchers to be paid out of the monies so deposited and shall furnish copies of such vouchers to the depositor upon request following their submission to the City.~~

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~~(10) All vouchers submitted by professional consultants shall be reviewed and audited by City officials in the same manner as all other charges. The City shall approve payment of only such fees as are reasonable in amount and are necessarily incurred by the City in connection with the review. A fee shall be considered reasonable in amount if it bears a reasonable relationship to fees prevailing in the surrounding geographical area for similar services in similar projects. In determining similarity of services and projects, the City may consider the size of the project and installations, the topography, soil conditions, drainage conditions, surface water conditions, other site constraints, the nature of the improvements to be installed or constructed, the nature of the planning, landscaping, engineering or legal issues arising in the factual context of the application. In determining whether the fees were necessarily incurred, the City may consider, in addition to the factors listed above, the nature of the materials provided by the applicant, the manner in which the service relates to the issues which must be decided by the City in reviewing the application, whether the service provided reasonably assists the City Council in performing a function required by law or regulation and such other factors as may be relevant in the factual context of the application. Records shall be maintained showing all amounts deposited, and all amounts paid from the escrow account and all bills and vouchers submitted by the City professional consultants. The applicant shall in no case be billed for more than the City has actually expended for consultant review fees, and review fees attributable to environmental reviews under the State Environmental Quality Review Act (SEQR) shall in no event exceed the maximum amounts to be charged pursuant to the SEQR regulations.~~

~~(11) Within 30 days of receiving any voucher for professional consultant fees, whether it has yet been paid or not, an applicant may file a written request to the City Council seeking review of the charges therein to determine whether such fees are reasonable in amount and are necessarily incurred by the City in connection with the review, under the standards set forth in this section.~~

~~(12) When the balance in such escrow account is reduced to 40% of the initial deposit, the applicant shall replenish the amount of the escrow account to the original amount or such reduced amount as the reviewing Council shall determine appropriate. If the applicant for a zoning amendment or rezoning fails to make the escrow deposit, or fails to promptly replenish the amount in the escrow account within 15 days of the City's request, professional reviews shall not begin or continue, as the case may be, until such time as the escrow account is funded or replenished. The reviewing Council may also consider an application abandoned if nonpayment of escrow fees continues for more than two months, and the reviewing Council may deny an application based upon such abandonment.~~

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~~(13) In the event that any approval is granted and professional review fees remain to be paid, the reviewing Council shall not take any further administrative action in furtherance of the approval until sufficient provision is made for the payment of these fees. For example, no rezoning amendment at the request of the applicant shall be forwarded for filing with the Secretary of State until the City Comptroller has certified in writing to the City Clerk that all professional review fees actually incurred to date have been fully paid and/or reimbursed, and that sufficient escrow amounts remain to cover any professional review costs which will be incurred thereafter until the conclusion of the matter.~~

~~(14) Issuance of building permits and certificates of occupancy. No building permits or certificate of occupancy or use shall be issued unless all professional review fees charged in connection with the project have been paid and reimbursed.~~

~~(15) Any balance remaining in the escrow account shall be refunded within a reasonable time upon the applicant's request, upon completion of the project, or upon withdrawal of an application, after all fees already incurred by the City are first paid and deducted from the escrow account.~~

~~(16) In the event the applicant fails to reimburse to the City funds expended to consultants as provided herein, the City may seek recovery of billed and unpaid fees by bringing an action venued in a court of appropriate jurisdiction, and the applicant shall pay the City's reasonable attorney fees in prosecuting such action in addition to any judgment.~~

Section 2. This Ordinance shall take effect immediately.

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~~Strikethrough~~ denotes deletions
Underlining denotes additions

RESOLUTION NO.: _____- 2015

OF

AUGUST 10, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ASSIGNMENTS OF A PROMISSORY NOTE, MORTGAGES AND SUBORDINATION AGREEMENTS AND TO EXECUTE RELEASES OF RESTRICTIVE COVENANTS TO ENABLE DUBOIS STREET REDEVELOPMENT LP TO TRANSFER THE DUBOIS STREET NEIGHBORHOOD REDEVELOPMENT PROJECT TO THE NEWBURGH COMMUNITY LAND BANK OR ITS DESIGNEE

WHEREAS, by Resolution No. 106-95 of August 14, 1995 and Resolution No. 161-95 of December 11, 1995, the City Council of the City of Newburgh authorized the execution of an option agreement with the National Development Council ("NDC") to purchase certain properties located on Dubois Street in connection with the Dubois Street Neighborhood Redevelopment Project (the "Project") for the purpose of creating safe, decent and affordable housing in cooperation with the Newburgh Community Development Agency ("NCDA") and St. Luke's Hospital; and

WHEREAS, by Resolution No. 148-97 of September 8, 1997, the City Council of the City of Newburgh acknowledged the assignment of the option agreement from NDC to Dubois Street Redevelopment Limited Partnership and confirmed the sale of certain properties located on Dubois Street to Dubois Street Redevelopment LP; and

WHEREAS, on September 11, 1997, the City of Newburgh conveyed properties located at 6-8 Dubois Street, 22 Dubois Street, 27 Dubois Street, 42 Dubois Street, 50 Dubois Street, 93 Dubois Street and 93A Dubois Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 1, Lot 34, Section 30, Block 1, Lot 39, Section 29, Block 5, Lot 22, Section 30, Block 1, Lot 46, Section 30, Block 1, Lot 49, Section 22, Block 3, Lot 8 and Section 22, Block 3, Lot 7, respectively, to Dubois Street Redevelopment LP; and

WHEREAS, on September 11, 1997, the NCDA conveyed property located at 87 Dubois Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 22, Block 3, Lot 11, to Dubois Street Redevelopment LP; and

WHEREAS, the financing of the acquisition and rehabilitation of the properties in the Project consisted of a combination of private and public sources, including low income housing tax credits and deferred and interest only loans from Orange County, NCDA and the Kingston Newburgh Enterprise Corporation ("KNEC"); and

WHEREAS, the low income housing tax credits have expired and the NDC as a limited partner in the Dubois Street Redevelopment LP proposes to transfer the Project assets to the

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Newburgh Community Land Bank ("NCLB") or its designee as a new entity eligible to continue the management and operation of the Project as affordable housing; and

WHEREAS, preserving the affordability of the Project requires New York State approval of the transfer of the assets to the new entity; the refinancing of the existing private loans; and the extension of payment terms and continued subordination of the public loans made by the NCDA and KNEC on terms similar to which such loans originally were granted; and

WHEREAS, the City of Newburgh is the successor in interest to the NCDA by Resolution No.: 105-2010 of May 10, 2010, wherein the City of Newburgh accepted and assumed all assets and liabilities of the NCDA, including but not limited to real property, personal property, and mortgage loans held in the NCDA's name, pursuant to Sub-Section 554(19) of the General Municipal Law; and

WHEREAS, the City of Newburgh is the successor in interest to KNEC by KNEC Resolution No. 1 of March 12, 2001, wherein KNEC distributed and assigned to the Cities of Kingston and Newburgh the administration of outstanding loans consistent with and in support of activities consistent with the KNEC mission; and

WHEREAS, the transfer of assets from Dubois Street Redevelopment LP to the NCLB or its designee requires releases of the restrictive covenants contained in the aforementioned deeds, and the appropriate City departments have reviewed their files and recommend such releases be granted; and

WHEREAS, this Council has determined that cooperating in the refinancing of the Project's private loans and continuing as a subordinate lienholder of the public loans in order to preserve the affordability component of the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby supports the transfer of the assets of the Dubois Street Neighborhood Redevelopment Project from the Dubois Street Redevelopment Limited Partnership to the Newburgh Community Land Bank or its designee and the refinancing of the private loans; and

BE IT FURTHER RESOLVED, that the City Council authorizes the extension of payment terms and continued subordination of the NCDA and KNEC loans in connection with the transfer of assets and the refinancing of the private loans in connection with the Project; and

BE IT FURTHER RESOLVED, by the City Council that the City Manager of the City of Newburgh be and he hereby is authorized to execute all documents as may be required in connection with the refinancing of the private loans to extend the payment terms and continue the subordination of the NCDA and KNEC loans on the properties in connection with the Project.

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