

A regular meeting of the City Council of the City of Newburgh was held on Monday, August 10, 2015 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Ron Truncali, Pastor of Hudson Valley Christian Church, followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Lee, Councilwoman Mejia- 6

Absent: Councilwoman Holmes-1

#### PRESENTATION

Mayor Kennedy introduced Chris Hanson, a new appointee to the Architectural Review Commission. Hanson pointed out that he sat on the board about ten years ago. As a broker, he feels that he is able to bring an important perspective to it. He loves historic properties, and he happens to live in one himself.

## PUBLIC HEARING

Mayor Kennedy called a public hearing 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.

Janet Gianopolous commented that it has been a long time. The council appointed a full board, and the board has come up a clear Chapter 34. All of our codes are important, but this one is of special importance. She encouraged the council to *Just Do It!* This is an election year. You do not want to get caught looking the other way on it.

Jonathan Jacobsen stated that Section D is one of the most important sections of the Code of Ethics. It calls for members of council to recuse themselves when a conflict of interest or an appearance of one could potentially exist. There is a lot of confusion between abstaining and recusing. One can abstain when an issue may be too controversial for him or her to take a stand on. However a recusal should be accompanied by an explanation as to *Why* a person is deciding in a particular manner. The public has a right to know when there is a potential conflict of interest. A plain abstention is not enough. That just means a person is not taking a particular position.

There being no one else wishing to speak for or against this public hearing, this section of the meeting was closed.

## COMMUNICATIONS

Councilwoman Abrams moved and Councilwoman Angelo seconded that the minutes of the meeting of July 13, 2015 be approved.

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

## CITY MANAGER UPDATE

City Manager Michael Ciaravino gave an update on some key highlights and progress in City departments.

## COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Janet Gianopolous stated she attended the work session and did not hear a clear explanation of the process of interviewing and background checks. The removal of an important question needs to be offset with an explanation. She asks the question from a liability standpoint too. When we get sued, then we end up paying for it. [Resolution #199-2015]

Barbara Smith questioned how properties get distributed to the public. 279 Liberty Street is a beautiful piece of property that is being given away for \$10K, merely because it is for the *Boys and Girls Club of Newburgh*. Yet there are people living in homes that are situated next to distressed properties, which affect their community. We should be giving away these homes to people and not arguing about how much we are going to get from them. We have to think differently in order to make our city look better. These properties need to be back on the tax rolls. [Resolution #185-2015]

Verne Bell is pleased that *Ban the Box* is on the agenda. Provided that the council votes in favor of the resolution, Bell hopes that the revision of the interviewing process does not delay the change taking place. She asked the council when the revision would occur. The whole idea of this is to delay the asking of the question until after a face-to-face interaction has occurred between the interviewer and the interviewee. Should this be approved, it will be a great day for Newburgh when we join more than one hundred other states, counties and cities across the country in doing this. [Resolution #199-2015]

Donald Fryar supported Bell's comments. This resolution is important for the City of Newburgh. It gives people a chance to at least be able to get an interview. Also it gives people an opportunity to explain their positions. Fryar stated that he, himself, was truthful about his felony record. He was able to explain the nature of his situation, and he was able to secure gainful employment since 1996. He believes in giving people opportunity. He hopes that the council will vote in support of it. [Resolution #199-2015]

This portion of the meeting was closed.

**COMMENTS FROM THE COUNCIL REGARDING THE AGENDA**

**There were no comments at this time.**

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 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

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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.

Mayor Kennedy explained that this property has sat vacant and abandoned for a number of years. It will take close to \$450K in order to rehab it. The property is situated next to the *Boys and Girls Club of Newburgh*. There is no better investment that we can make than for us to invest in our youth. While we are working hard to have homes for people, this particular property is not suitable as somebody's home. It is suitable as an institutional piece of property. It is a perfect partnership with the organization. This is why we made the decision.

Councilman Brown stated that Kevin White does an excellent job keeping some of our youth off the street. To not support him in his application, would be wrong. His primary concern for selling certain property at certain prices is that now we have to pay 100% of the school taxes on the properties that we own. He is trying to recoup some of that money so it does not have to come from the General Fund year after year. He implored everyone to support him when he argues about price. Ultimately we do not want someone to buy a house from the city and not be able to rehab it.

Councilwoman Mejia stated that she missed last week's work session, so she is easing into discussion. When we are dealing with the disposition of property, we have to come up with a standard, in which the same rules get applied to everyone, whether it be a private home developer or property owner, or an NGO or other not-for-profit that is interested in a particular property. In the past, we have gotten in trouble with the disposition of property, whereas some entities have not fulfilled what they set out to do. It is important for us to set the value for the property and have the support documents in place, so that we don't end up in the same boat down the road.

Yet when we have proven organizations involved, such as *Boys and Girls Club of Newburgh*, then how can we not do this?

Mayor Kennedy further commented that the organization has laid out a complete plan for how they plan to move the project forward. So this is not some pie in the sky or pipe dream. The organization knows how it is going to fund the project. This is why she supports it.

Councilwoman Angelo pointed out that she is very happy that this has come about. The organization has been trying to get this property for years.

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

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

ADOPTED

## 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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
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

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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.

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

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

ADOPTED

## 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:

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

23. 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.
24. 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.
25. 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.
26. 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.
27. 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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
28. 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.
29. 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.**

30. 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.
31. 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.
32. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
33. 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

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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.

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

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

ADOPTED

## 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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
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 AWARD OF A BID AND  
THE EXECUTION OF A CONTRACT WITH CUSTOM MARINE FOR THE  
REHABILITATION OF THE FIRST STREET FISHING PIER  
AT A COST OF \$129,000.00

WHEREAS, the City of Newburgh has duly advertised for bids for the rehabilitation of the First Street Fishing Pier; and

WHEREAS, bids have been duly received and opened and Custom Marine has submitted the low bid of \$129,000.00; and is otherwise fully qualified and able to perform the work; and

WHEREAS, funding for such project shall be derived from an existing New York State Department of State Newburgh Waterfront Public Access Improvements Grant, Number C006953, requiring a fifty (50%) percent local match which shall be derived from the 2012 bond; and

WHEREAS, said work is appropriate and necessary to provide such facility to enhance the waterfront and serve the people of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for rehabilitation of the First Street Fishing Pier be and it hereby is awarded to Custom Marine, for the bid amount of \$129,000.00 and that the City Manager is hereby authorized to enter into a contract for such work in said amount.

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

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

ADOPTED

RESOLUTION NO.: 189 - 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 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.

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

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

ADOPTED

187-15

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PROMISSORY NOTE

\$75,000.00

Newburgh, New York  
September 10, 1997

FOR VALUE RECEIVED, DUBOIS STREET REDEVELOPMENT, L.P. ("Maker") hereby promises to pay to the order of THE KINGSTON NEWBURGH-ENTERPRISE COMMUNITY CORPORATION and its successors or assigns ("Holder") the sum of Seventy-Five Thousand Dollars (\$75,000.00), together with interest at the applicable Federal long-term rate in effect as of the date of this Promissory Note pursuant to Section 1274(d)(1) of the Internal Revenue Code. Payments shall be made in accordance with the following:

(A) During the construction period, interest will accrue on all loan disbursements and shall be deferred until completion of construction, and shall be added to the principal of this Promissory Note to form a new principal balance

(B) Commencing upon completion of construction, but in no event later than December 31, 1998, the new principal balance shall be paid in equal monthly installments of interest and principal amortized over four hundred and eighty (480) months, which payments shall be due and payable on the first day of each month during such term, provided, however, Maker shall only be obligated to make payments of principal and interest hereunder to the extent that Maker has sufficient Cash Flow, as defined in this Promissory Note, at the time such payments are due, with any such unmade payments deferred until Maker has sufficient Cash Flow to make such payments. Deferred payments shall not be subject to penalty. All payments shall be applied first to interest with any excess applied to principal. Notwithstanding the foregoing, any accrued interest and unpaid principal shall be due and payable on the December 31, 2038.

1. Acceleration Upon Default. At the option of Holder, this Note shall become immediately due and payable upon the occurrence of any of the following events of default:

(a) The failure of Maker to make required payment of any installment of the principal or interest due under this Note on its due date;

(b) The insolvency of the Maker, the appointment of a receiver of Maker's assets, the filing by Maker of an application or an assignment for the benefit of his creditors, or the institution of any voluntary or involuntary proceeding under any bankruptcy or insolvency law relating to the relief of Maker's debtors, which proceeding is not terminated, dismissed or concluded in a manner not adverse to Maker within thirty (30) days of the commencement of such proceeding.

2. Prepayment. The Maker may prepay the principal due under this Note at any time without premium or penalty.

3. Late Charge. In the event that any sums payable hereunder shall become past due, a late charge of two percent (2%) per month on each Dollar (\$1.00) so past due shall also be due from Maker, payable upon demand. No late charge shall be due if a payment is not made on account of insufficient cash flow.

4. Waiver. No delay or omission on the part of Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

5. Costs of Collection. Maker shall pay all and any of Holder's costs of collection, legal expenses, and reasonable attorneys' fees incurred or paid by Holder in enforcing this Note on default.

6. Notice. All notices, demands and requests given or required to be given by any party to the other party shall be in writing and sent by hand delivery or by certified mail addressed to the parties at their last known address, or such other address as the parties shall give prior notice.

7. Negotiability. This Note is negotiable or assignable only upon the prior written consent of Holder, except for an assignment or conveyance upon the death of Holder.

8. Cash flow. For purposes of this Promissory Note Cash Flow shall mean all funds received from the operation, leasing and disposition of the following properties located on Dubois Street in Newburgh, New York: 6-8, 22, 25, 40, 42, 50, 87, 93, 93A, 104 and 108 Dubois Street (the "Property"), and any other funds available to the Maker, less such amounts as are necessary or appropriate to discharge current debts, liabilities and expenses of operation of the Maker. Cash Flow shall be computed and determined for each monthly payment due hereunder.

9. Exculpation. The Holder hereby exculpates Maker, its successors and assigns, from any personal liability for the payment of principal, interest and any other sums of money due and payable thereunder, and the Holder and its successors and assigns, agree that in no event shall any monetary or deficiency judgment be sought or secured against Maker or its partners and their successors and assigns for payment of principal, interest and any other sums of money due and payable thereunder, it being the intention of the Holder that the only recourse of Holder and its successors and assigns for such obligation shall be against the Property only.

10. Reference. Any reference herein to the Holder shall include and apply to any subsequent Holder of this Note and any reference herein to the Maker shall include and apply to every person now or hereafter liable upon this Note.

11. Jurisdiction. This Note shall be governed by the laws of the State of New York in all respects, including matters of construction, validity and performance. Venue and jurisdiction is hereby conferred upon the Supreme Court, County of Onondaga, New York with respect to any dispute as may arise hereunder.

12. Modification. This Note may not be altered, modified or amended except as Holder may consent thereto in writing duly signed for and on its behalf.

DUBOIS STREET REDEVELOPMENT, L.P.

By: M&H REDEVELOPMENT CO., LLC, its  
General Partner

By:  \_\_\_\_\_, Member

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.

Councilman Brown recalled some conversation that they would put this on hold until they could agree on a purchase price. He would not want the veterans' efforts to be in vain if someone else had come along and desired to buy the property, after they put their hard work into the project.

Mayor Kennedy stated that we need to have a contract. We need to see their plan.

Councilwoman Lee stated that we need letters of support and proof of funding sources. She was informed that this is a veterans' project; but when she called the VA, they knew nothing about it. A lot more work needs to be involved. If we open this door, then anybody can come in and tell us which property they want without having a plan in place.

Deirdre Glenn pointed out that she did not put this on the agenda tonight, because she had thought the council had agreed to table it. She has a meeting set up for Wednesday.

Councilman Brown stated that it was by a majority vote that this item remain off the agenda. So one council member can't put it back on the agenda.

Jim Williams of *Veterans Leading the Way*, pointed out that they have been working on this endeavor for over one year. They have plans to rehabilitate the building and put it back in shape as a first class operation. The organization has the support of all of the unions too. They have the proposal and have followed every step that they have been asked to do.

Councilwoman Lee stated that she is not disputing anything that Williams is saying. She takes issue that this should have never been brought before them without accompanying documentation. It looks like she is going against the veterans, and that is not the case.

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

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

*TABLED*

## AMENED 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 OR IN KIND 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 or in kind 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 or in kind 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.

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

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

ADOPTED

RESOLUTION NO.: 192 - 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 Lighttower 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 Lighttower 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.

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

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

ADOPTED

92-15



### Multi-Loc Ethernet Order Form

SO# 2015-0001  
Order Type: Renewal - Change

Vw 2015 01 06

#### CUSTOMER CONTACT DETAIL

Company	Company Name: <u>City of Newburgh</u>	Cust Order #	
Billing Address and Contact	Name: <u>Accounts Payable</u>	Billing Address: <u>83 Broadway, Newburgh</u>	
	Phone:	State: <u>NY</u>	Zip Code: <u>12550</u>
	Fax:	Email:	
Technical Contact	Name: <u>Glenn Kurcon</u>	Primary Phone Number: <u>845-569-7324</u>	
	Email: <u>glkurcon@cityofnewburgh.ny.us</u>	Alternate Phone Number:	

#### ETHERNET NETWORK PRIMARY ENDPOINT DETAIL

Ethernet Service Information	Service Type: <u>Ethernet LAN (E-LAN)</u>	Jumbo Frames Required?: <u>No</u>	SLA Level: <u>99.9%</u>
	Total Bandwidth: <u>30Mbps</u>	Eth NRC: <u>0</u>	Eth MRC: <u>550</u>
	Standard EVC:	Business Priority EVC:	Business Critical EVC:
	COS Bandwidth: <u>30Mbps</u>	COS MRC: <u>550</u>	Mission Critical EVC:

Internet <sup>1</sup>	Service Type: <u>Dedicated Internet Access</u>	<input type="checkbox"/> Burstable	Max Burst:	SLA Level: <u>0</u>
	Bandwidth: <u>100Mbps</u>			
	# Public IP Addresses:	*Subject to Provider approval, IP Address & BGP Required Form required		
	<input type="checkbox"/> DNS (forms required)	<input type="checkbox"/> BGP (forms required)	IP NRC: <u>0</u>	IP MRC: <u>725</u>

Service Location & Contact Information	Company: <u>City of Newburgh</u>	Address: <u>83 Broadway</u>
	Contact: <u>Glenn Kurcon</u>	Floor/Suite:
	Phone: <u>845-569-7324</u>	City: <u>Newburgh</u>
	Email: <u>glkurcon@cityofnewburgh.ny.us</u>	State: <u>NY</u> Zip Code: <u>12550</u>

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

#### ETHERNET NETWORK ENDPOINT 2 DETAIL

Ethernet Service Information	Service Type: <u>Ethernet LAN (E-LAN)</u>	Jumbo Frames Required?: <u>No</u>	SLA Level: <u>99.9%</u>
	Total Bandwidth: <u>30Mbps</u>	Eth NRC: <u>0</u>	Eth MRC: <u>550</u>
	Standard EVC:	Business Priority EVC:	Business Critical EVC:
	COS Bandwidth: <u>30Mbps</u>	COS MRC: <u>550</u>	Mission Critical EVC:

Internet <sup>1</sup>	Service Type:	<input type="checkbox"/> Burstable	Max Burst:	SLA Level:
	Bandwidth:			
	# Public IP Addresses:	*Subject to Provider approval, IP Address & BGP Required Form required		
	<input type="checkbox"/> DNS (forms required)	<input type="checkbox"/> BGP (forms required)	IP NRC:	IP MRC:

Service Location & Contact Information	Company: <u>City of Newburgh</u>	Address: <u>102-104 S Landon Street</u>
	Contact: <u>Glenn Kurcon</u>	Floor/Suite:
	Phone: <u>845-569-7324</u>	City: <u>Newburgh</u>
	Email: <u>glkurcon@cityofnewburgh.ny.us</u>	State: <u>NY</u> Zip Code: <u>12550</u>

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

#### ETHERNET NETWORK ENDPOINT 3 DETAIL

Ethernet Service Information	Service Type: <u>Ethernet LAN (E-LAN)</u>	Jumbo Frames Required?: <u>No</u>	SLA Level: <u>99.9%</u>
	Total Bandwidth: <u>30Mbps</u>	Eth NRC: <u>0</u>	Eth MRC: <u>550</u>
	Standard EVC:	Business Priority EVC:	Business Critical EVC:
	COS Bandwidth: <u>30Mbps</u>	COS MRC: <u>550</u>	Mission Critical EVC:

Internet <sup>1</sup>	Service Type:	<input type="checkbox"/> Burstable	Max Burst:	SLA Level:
	Bandwidth:			
	# Public IP Addresses:	*Subject to Provider approval, IP Address & BGP Required Form required		
	<input type="checkbox"/> DNS (forms required)	<input type="checkbox"/> BGP (forms required)	IP NRC:	IP MRC:

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

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

Customer Initials \_\_\_\_\_

Provider Initials \_\_\_\_\_



# Multi-Loc Ethernet Order Form

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: 20Mbps Standard EVC: 20Mbps Business Priority EVC: [ ] Business Critical EVC: [ ] Mission Critical EVC: [ ]	Eth MRC: 0	Eth MRC: 550
Internet	Service Type: [ ] Bandwidth: [ ] # Public IP Addresses: [ ] <small>*Up to 10 Public IP's, 10 Private IP's &amp; 1000 Ports required</small>	Max Burst: [ ]	SLA Level: [ ]
	<input type="checkbox"/> DNS (Ports required) <input type="checkbox"/> SMTP (Ports required)	IP MRC: [ ]	IP MRC: [ ]
Service Location & Contact Information	Company: City of Newburgh Contact: Glenn Kurcon Phone: 845-569-7324 Email: glenn.kurcon@cityofnewburgh.org	Address: 84 PIERCE RD Floor/Suite: 1st Floor City: Newburgh State: NY Zip Code: 12550	
	Circuit: Single Circuit POE: Single Riser: Single ERP: Yes	Extended Demarc: No Demarc Location: Current LT Demarc Comments: [ ]	Termination: 1000LX <small>Only for use with 1000X</small>

## ETHERNET NETWORK ENDPOINT 5 DETAIL

Ethernet Service Information	Service Type: Ethernet LAN (E-LAN)	Jumbo Frames Required? No	SLA Level: 99.9%
	Total Bandwidth: 20Mbps Standard EVC: 20Mbps Business Priority EVC: [ ] Business Critical EVC: [ ] Mission Critical EVC: [ ]	Eth MRC: 0	Eth MRC: 550
Internet	Service Type: [ ] Bandwidth: [ ] # Public IP Addresses: [ ] <small>*Up to 10 Public IP's, 10 Private IP's &amp; 1000 Ports required</small>	Max Burst: [ ]	SLA Level: [ ]
	<input type="checkbox"/> DNS (Ports required) <input type="checkbox"/> SMTP (Ports required)	IP MRC: [ ]	IP MRC: [ ]
Service Location & Contact Information	Company: City of Newburgh Contact: Glenn Kurcon Phone: 845-569-7324 Email: glenn.kurcon@cityofnewburgh.org	Address: 421 Washington Street Floor/Suite: 1st Floor City: Newburgh State: NY Zip Code: 12550	
	Circuit: Single Circuit POE: Single Riser: Single ERP: Yes	Extended Demarc: No Demarc Location: Current LT Demarc Comments: [ ]	Termination: 1000LX <small>Only for use with 1000X</small>

## ETHERNET NETWORK ENDPOINT 6 DETAIL

Ethernet Service Information	Service Type: Ethernet LAN (E-LAN)	Jumbo Frames Required? No	SLA Level: 99.9%
	Total Bandwidth: 20Mbps Standard EVC: 20Mbps Business Priority EVC: [ ] Business Critical EVC: [ ] Mission Critical EVC: [ ]	Eth MRC: 0	Eth MRC: 550
Internet	Service Type: [ ] Bandwidth: [ ] # Public IP Addresses: [ ] <small>*Up to 10 Public IP's, 10 Private IP's &amp; 1000 Ports required</small>	Max Burst: [ ]	SLA Level: [ ]
	<input type="checkbox"/> DNS (Ports required) <input type="checkbox"/> SMTP (Ports required)	IP MRC: [ ]	IP MRC: [ ]
Service Location & Contact Information	Company: City of Newburgh Contact: Glenn Kurcon Phone: 845-569-7324 Email: glenn.kurcon@cityofnewburgh.org	Address: 123-125 Grand Street Floor/Suite: 1st Floor City: Newburgh State: NY Zip Code: 12550	
	Circuit: Single Circuit POE: Single Riser: Single ERP: Yes	Extended Demarc: No Demarc Location: Current LT Demarc Comments: [ ]	Termination: 1000LX <small>Only for use with 1000X</small>

## ORDER SUMMARY

Pricing and Contract Term	Subperson: Terry Condit	Order Contact: Glenn Kurcon	Contact Email: glenn.kurcon@cityofnewburgh.org											
	Installation Interval: 30-45 Days	Contract Renewal Start Date: [ ]	<table border="1"> <tr> <td>Total MRC</td> <td>Total MRC</td> <td>Burst MRC</td> <td>Term Period</td> </tr> <tr> <td>Internet \$2.00</td> <td>\$725.00</td> <td></td> <td>30</td> </tr> <tr> <td>Ethernet \$0.00</td> <td>\$3,300.00</td> <td></td> <td></td> </tr> </table>	Total MRC	Total MRC	Burst MRC	Term Period	Internet \$2.00	\$725.00		30	Ethernet \$0.00	\$3,300.00	
Total MRC	Total MRC	Burst MRC	Term Period											
Internet \$2.00	\$725.00		30											
Ethernet \$0.00	\$3,300.00													

## 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.



# Multi-Loc Ethernet Order Form

SO# 2015-0001

Ver 2015 01 04

Order Type: Renewal - Change

Customer

City of Newburgh

Provider

Lighttower Fiber Networks B, LLC

Signature

Name/Title

Date

Signature

Name/Title

Date

### LIGHTTOWER INTERNAL USE ONLY\*

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.



# Multi-Loc Ethernet Order Form

SO# 2015-0002

Order Type: New

Ver. 2013.07.04

## CUSTOMER CONTACT DETAIL

Company	Company Name <u>City of Newburgh</u>	Cust Order #
Billing Address and Contact	Name <u>Accounts Payable</u>	Billing Address <u>53 Broadway, Newburgh</u>
	Phone	State <u>NY</u> Zip Code <u>12550</u>
	Fax	Email
Technical Contact	Name <u>Glenn Kurcon</u>	Primary Phone Number <u>845-569-7324</u>
	Email <u>glenn.kurcon@cityofnewburgh.ny.us</u>	Alternate Phone Number

## ETHERNET NETWORK PRIMARY ENDPOINT DETAIL

Ethernet Service Information	Service Type <u>Ethernet LAN (E-LAN)</u>	Jumbo Frames Required? <u>No</u>	SLA Level <u>99.9%</u>
	Total Bandwidth <u>30Mbps</u>	Eth HRC <u>0</u>	Eth MRC <u>550</u>
	Standard EVC	Business Priority EVC	Business Critical EVC
	COS Bandwidth <u>30Mbps</u>		
	COS MRC <u>550</u>		

Internet	Service Type	<input type="checkbox"/> Burstable	Max Burst	SLA Level
	Bandwidth			
	# Public IP Addresses		IP HRC	IP MRC
	<small>Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com</small>			

Service Location & Contact Information	Company <u>City of Newburgh</u>	Address <u>53 Broadway</u>
	Contact <u>Glenn Kurcon</u>	Floor/Suite
	Phone <u>845-569-7324</u>	City <u>Newburgh</u>
	Email <u>glenn.kurcon@cityofnewburgh.ny.us</u>	State <u>NY</u> Zip Code <u>12550</u>

Service Location Details	Circuit <u>Single Circuit</u>	Termination <u>1000LX</u>
	POE <u>Single</u>	Default Hand-off is 1000LX
	Riser <u>Single</u>	Current LT Demarc
	ERP <u>Yes</u>	Comments

## ETHERNET NETWORK ENDPOINT 2 DETAIL

Ethernet Service Information	Service Type <u>Ethernet LAN (E-LAN)</u>	Jumbo Frames Required? <u>No</u>	SLA Level <u>99.9%</u>
	Total Bandwidth <u>30Mbps</u>	Eth HRC <u>500</u>	Eth MRC <u>575</u>
	Standard EVC	Business Priority EVC	Business Critical EVC
	COS Bandwidth <u>30Mbps</u>		
	COS MRC <u>575</u>		

Internet	Service Type	<input type="checkbox"/> Burstable	Max Burst	SLA Level
	Bandwidth			
	# Public IP Addresses		IP HRC	IP MRC
	<small>Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com</small>			

Service Location & Contact Information	Company <u>City of Newburgh</u>	Address <u>492 Broadway</u>
	Contact <u>Glenn Kurcon</u>	Floor/Suite <u>1st floor</u>
	Phone <u>845-569-7324</u>	City <u>Newburgh</u>
	Email <u>glenn.kurcon@cityofnewburgh.ny.us</u>	State <u>NY</u> Zip Code <u>12550</u>

Service Location Details	Circuit <u>Single Circuit</u>	Termination <u>1000LX</u>
	POE <u>Single</u>	Default Hand-off is 1000LX
	Riser <u>Single</u>	Demarc Location <u>1st floor</u>
	ERP <u>Yes</u>	Comments

## ETHERNET NETWORK ENDPOINT 3 DETAIL

Ethernet Service Information	Service Type	Jumbo Frames Required? <u>No</u>	SLA Level <u>99.9%</u>
	Total Bandwidth	Eth HRC	Eth MRC
	Standard EVC	Business Priority EVC	Business Critical EVC
	COS Bandwidth		
	COS MRC		

Internet	Service Type	<input type="checkbox"/> Burstable	Max Burst	SLA Level
	Bandwidth			
	# Public IP Addresses		IP HRC	IP MRC
	<small>Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com</small>			

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

Service Location Details	Circuit	Termination <u>1000LX</u>
	POE	Default Hand-off is 1000LX
	Riser	Demarc Location
	ERP	Comments

Customer Initials \_\_\_\_\_

Provider Initials \_\_\_\_\_



# Multi-Loc Ethernet Order Form

SO# 2015-0002

Ver 2015-01-06

Order Type: New

## ETHERNET NETWORK ENDPOINT 4 DETAIL

Ethernet Service Information	Service Type	Jumbo Frames Required? <input type="checkbox"/> No		SLA Level	<input type="text"/> 99.9%
	Total Bandwidth	Eth NRC		Eth MRC	
	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC	
	COS Bandwidth				
	COS MRC				

Internet	Service Type	<input type="checkbox"/> Burstable	Max Burst	SLA Level	
	Bandwidth				
	# Public IP Addresses	<input type="checkbox"/> DNS (forms required) <input type="checkbox"/> BGP (forms required)		IP NRC	IP MRC
	<small>*Internet Service is subject to Provider's Acceptable Use Policy posted at www.lightower.com</small>				

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

Service Location Details	Circuit	Termination	<input type="text"/> 1000LX
	POE	Extended Demarc	Default Hand-off is 1000LX
	Riser	Demarc Location	
	ERP	Comments	

## ETHERNET NETWORK ENDPOINT 5 DETAIL

Ethernet Service Information	Service Type	Jumbo Frames Required? <input type="checkbox"/> No		SLA Level	<input type="text"/> 99.9%
	Total Bandwidth	Eth NRC		Eth MRC	
	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC	
	COS Bandwidth				
	COS MRC				

Internet	Service Type	<input type="checkbox"/> Burstable	Max Burst	SLA Level	
	Bandwidth				
	# Public IP Addresses	<input type="checkbox"/> DNS (forms required) <input type="checkbox"/> BGP (forms required)		IP NRC	IP MRC
	<small>*Internet Service is subject to Provider's Acceptable Use Policy posted at www.lightower.com</small>				

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

Service Location Details	Circuit	Termination	<input type="text"/> 1000LX
	POE	Extended Demarc	Default Hand-off is 1000LX
	Riser	Demarc Location	
	ERP	Comments	

## ETHERNET NETWORK ENDPOINT 6 DETAIL

Ethernet Service Information	Service Type	Jumbo Frames Required? <input type="checkbox"/> No		SLA Level	<input type="text"/> 99.9%
	Total Bandwidth	Eth NRC		Eth MRC	
	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC	
	COS Bandwidth				
	COS MRC				

Internet	Service Type	<input type="checkbox"/> Burstable	Max Burst	SLA Level	
	Bandwidth				
	# Public IP Addresses	<input type="checkbox"/> DNS (forms required) <input type="checkbox"/> BGP (forms required)		IP NRC	IP MRC
	<small>*Internet Service is subject to Provider's Acceptable Use Policy posted at www.lightower.com</small>				

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

Service Location Details	Circuit	Termination	<input type="text"/> 1000LX
	POE	Extended Demarc	Default Hand-off is 1000LX
	Riser	Demarc Location	
	ERP	Comments	

## ORDER SUMMARY

Pricing and Contract Term	Salesperson	Finny Connell		Order Contact	Glenn Kurcon				
	Installation Interval	30-40 Days		Contact Email	g.kurcon@lightower.com				
				Term Period	30				
				<table border="1"> <tr> <td>Total NRC*</td> <td>Total MRC*</td> <td>Burst MRC*</td> </tr> <tr> <td>\$500.00</td> <td>\$375.00</td> <td></td> </tr> </table> <small>*Pricing above does not reflect applicable taxes and fees</small>	Total NRC*	Total MRC*	Burst MRC*	\$500.00	\$375.00
Total NRC*	Total MRC*	Burst MRC*							
\$500.00	\$375.00								

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, 2008, WHICH IS INCORPORATED HEREIN BY REFERENCE.



# Multi-Loc Ethernet Order Form

SO# 2015-0002

Ver 2015 03/04

Order Type: New

Customer

City of Newburgh

Provider

Lighttower Fiber Networks R, LLC

Signature

Name/Title

Date

Signature

Name/Title

Date

### LIGHTTOWER INTERNAL USE ONLY\*

Promo Code  OFF 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.



# Multi-Loc Ethernet Order Form

SO# 2015-0002

Ver. 2015 01 06

Order Type: New

## CUSTOMER CONTACT DETAIL

Company	Company Name <u>City of Newburgh</u>	Cust Order #
Billing Address and Contact	Name <u>Accounts Payable</u>	Billing Address <u>63 Broadway, Newburgh</u>
	Phone	State <u>NY</u> Zip Code <u>12550</u>
	Fax	Email
Technical Contact	Name <u>Glenn Kurcon</u>	Primary Phone Number <u>845-669-7324</u>
	Email <u>glurcon@cityofnewburgh.ny.gov</u>	Alternate Phone Number

## ETHERNET NETWORK PRIMARY ENDPOINT DETAIL

Ethernet Service Information	Service Type <u>Ethernet LAN (E-LAN)</u>	Jumbo Frames Required? <u>No</u>	SLA Level <u>99.9%</u>
	Total Bandwidth <u>30Mbps</u>	Eth NRC <u>0</u>	Eth MRC <u>550</u>
	Standard EVC	Business Priority EVC	Business Critical EVC
	COS Bandwidth <u>30Mbps</u>		Mission Critical EVC
	COS MRC <u>550</u>		

Internet	Service Type	<input type="checkbox"/> Variable	Max Burst	SLA Level
	Bandwidth			
	# Public IP Addresses		IP NRC	IP MRC
	<small>* Subject to Provider approval, IP Address &amp; BGP Request Form required</small>			
<input type="checkbox"/> DNS (forms required) <input type="checkbox"/> BGP (forms required)				
<small>* Shared Service is subject to Provider's Acceptable Use Policy posted at www.Lighttower.com</small>				

Service Location & Contact Information	Company <u>City of Newburgh</u>	Address <u>63 Broadway</u>
	Contact <u>Glenn Kurcon</u>	Floor/Suite
	Phone <u>845-669-7324</u>	City <u>Newburgh</u>
	Email <u>glurcon@cityofnewburgh.ny.gov</u>	State <u>NY</u> Zip Code <u>12550</u>

Service Location Details	Circuit <u>Single Circuit</u>	Termination <u>1000LX</u>
	POE <u>Single</u>	Default Hand-off is 1000LX
	Riser <u>Single</u>	Current LT Demarc
	ERP <u>Yes</u>	Comments

## ETHERNET NETWORK ENDPOINT 2 DETAIL

Ethernet Service Information	Service Type <u>Ethernet LAN (E-LAN)</u>	Jumbo Frames Required? <u>No</u>	SLA Level <u>99.9%</u>
	Total Bandwidth <u>30Mbps</u>	Eth NRC <u>500</u>	Eth MRC <u>575</u>
	Standard EVC	Business Priority EVC	Business Critical EVC
	COS Bandwidth <u>30Mbps</u>		Mission Critical EVC
	COS MRC <u>575</u>		

Internet	Service Type	<input type="checkbox"/> Variable	Max Burst	SLA Level
	Bandwidth			
	# Public IP Addresses		IP NRC	IP MRC
	<small>* Subject to Provider approval, IP Address &amp; BGP Request Form required</small>			
<input type="checkbox"/> DNS (forms required) <input type="checkbox"/> BGP (forms required)				
<small>* Shared Service is subject to Provider's Acceptable Use Policy posted at www.Lighttower.com</small>				

Service Location & Contact Information	Company <u>City of Newburgh</u>	Address <u>692 Broadway</u>
	Contact <u>Glenn Kurcon</u>	Floor/Suite <u>1st Floor</u>
	Phone <u>845-669-7324</u>	City <u>Newburgh</u>
	Email <u>glurcon@cityofnewburgh.ny.gov</u>	State <u>NY</u> Zip Code <u>12550</u>

Service Location Details	Circuit <u>Single Circuit</u>	Termination <u>1000LX</u>
	POE <u>Single</u>	Default Hand-off is 1000LX
	Riser <u>Single</u>	1st Floor
	ERP <u>Yes</u>	Comments

## ETHERNET NETWORK ENDPOINT 3 DETAIL

Ethernet Service Information	Service Type	Jumbo Frames Required? <u>No</u>	SLA Level <u>99.9%</u>
	Total Bandwidth	Eth NRC	Eth MRC
	Standard EVC	Business Priority EVC	Business Critical EVC
	COS Bandwidth		Mission Critical EVC
	COS MRC		

Internet	Service Type	<input type="checkbox"/> Variable	Max Burst	SLA Level
	Bandwidth			
	# Public IP Addresses		IP NRC	IP MRC
	<small>* Subject to Provider approval, IP Address &amp; BGP Request Form required</small>			
<input type="checkbox"/> DNS (forms required) <input type="checkbox"/> BGP (forms required)				
<small>* Shared Service is subject to Provider's Acceptable Use Policy posted at www.Lighttower.com</small>				

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

Service Location Details	Circuit	Termination <u>1000LX</u>
	POE	Default Hand-off is 1000LX
	Riser	Demarc Location
	ERP	Comments

Customer Initials \_\_\_\_\_

Provider Initials \_\_\_\_\_



# Multi-Loc Ethernet Order Form

SO# 2015-0002

Order Type: New

Ver 2015 03 04

## ETHERNET NETWORK ENDPOINT 4 DETAIL

Ethernet Service Information	Service Type	Jumbo Frames Required? <input type="checkbox"/> No		SLA Level	<input type="checkbox"/> 99.9%
	Total Bandwidth Standard EVC	Business Priority EVC		Eth NRC	Eth MRC
	COS Bandwidth	Business Critical EVC		Mission Critical EVC	
	COS MRC				

Internet	Service Type	<input type="checkbox"/> Burstable	Max Burst	SLA Level	
	Bandwidth	# Public IP Addresses		IP NRC	IP MRC
	<input type="checkbox"/> DNS (for res required) <input type="checkbox"/> EGP (for res required)		<small>Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com</small>		

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

Service Location Details	Circuit	Termination	<input checked="" type="checkbox"/> 1000LX
	POE	Default Hand-off to 1000LX	
	Riser	Extended Demarc	Demarc Location
	ERP	Comments	

## ETHERNET NETWORK ENDPOINT 5 DETAIL

Ethernet Service Information	Service Type	Jumbo Frames Required? <input type="checkbox"/> No		SLA Level	<input type="checkbox"/> 99.9%
	Total Bandwidth Standard EVC	Business Priority EVC		Eth NRC	Eth MRC
	COS Bandwidth	Business Critical EVC		Mission Critical EVC	
	COS MRC				

Internet	Service Type	<input type="checkbox"/> Burstable	Max Burst	SLA Level	
	Bandwidth	# Public IP Addresses		IP NRC	IP MRC
	<input type="checkbox"/> DNS (for res required) <input type="checkbox"/> EGP (for res required)		<small>Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com</small>		

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

Service Location Details	Circuit	Termination	<input checked="" type="checkbox"/> 1000LX
	POE	Default Hand-off to 1000LX	
	Riser	Extended Demarc	Demarc Location
	ERP	Comments	

## ETHERNET NETWORK ENDPOINT 6 DETAIL

Ethernet Service Information	Service Type	Jumbo Frames Required? <input type="checkbox"/> No		SLA Level	<input type="checkbox"/> 99.9%
	Total Bandwidth Standard EVC	Business Priority EVC		Eth NRC	Eth MRC
	COS Bandwidth	Business Critical EVC		Mission Critical EVC	
	COS MRC				

Internet	Service Type	<input type="checkbox"/> Burstable	Max Burst	SLA Level	
	Bandwidth	# Public IP Addresses		IP NRC	IP MRC
	<input type="checkbox"/> DNS (for res required) <input type="checkbox"/> EGP (for res required)		<small>Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com</small>		

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

Service Location Details	Circuit	Termination	<input checked="" type="checkbox"/> 1000LX
	POE	Default Hand-off to 1000LX	
	Riser	Extended Demarc	Demarc Location
	ERP	Comments	

## ORDER SUMMARY

Pricing and Contract Term	Salesperson	Fanny Cornell	Order Contact	Glenn Kurcos						
	Installation Interval	30-40 Days	Contact Email	gkurcos@lightower.com						
			Term (months)	36						
			<table border="1"> <tr> <td>Internet</td> <td>Total MRC*</td> <td>Total MRC*</td> <td>Burst MRC*</td> </tr> <tr> <td>Ethernet</td> <td>\$500.00</td> <td>\$375.00</td> <td></td> </tr> </table> <small>*Pricing shown does not include applicable taxes and fees</small>	Internet	Total MRC*	Total MRC*	Burst MRC*	Ethernet	\$500.00	\$375.00
Internet	Total MRC*	Total MRC*	Burst MRC*							
Ethernet	\$500.00	\$375.00								

## 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, 2008, WHICH IS INCORPORATED HEREIN BY REFERENCE.



# Multi-Loc Ethernet Order Form

SO# 2015-0002

Ver 2015 02 04

Order Type: New

Customer

City of Newburgh

Provider

Lighttower Fiber Networks B, LLC

Signature \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

### LIGHTTOWER INTERNAL USE ONLY\*

Promo Code  OFF ID  Existing Service ID  Editing 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.: 193 - 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.

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

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

ADOPTED

RESOLUTION NO.: 194 - 2015

OF

AUGUST 10, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A PAYMENT OF CLAIM WITH  
BRITTANY LIMITONE IN THE AMOUNT OF \$2,611.50

WHEREAS, Brittany Limitone brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Two Thousand Six Hundred Eleven and 50/100 Dollars (\$2,611.50) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Brittany Limitone in the total amount of Two Thousand Six Hundred Eleven and 50/100 Dollars (\$2,611.50) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

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

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

ADOPTED

RESOLUTION NO.: 195 - 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.

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

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

195-15

## 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

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

With a copy to:  
Office of Corporation Counsel  
City of Newburgh  
City Hall  
83 Broadway  
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.: 196-2015

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.

**Mayor Kennedy pointed out that the event is going to be held on August 30<sup>th</sup>, 2015 at Downing Park to provide book bags for the children. This is a city-wide event and she is encouraging everyone to participate.**

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

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

ADOPTED

196-15

City Sponsored per  
Cindy Holmes

electricity  
pottery



THE CITY OF NEWBURGH  
PERMIT APPLICATION

83 Broadway  
Newburgh, NY 12550

- 1. Check where applicable. Complete all questions. Print or type
- 2. \$50.00 fee must be submitted with application.
- 3. Permit must be submitted at least two weeks prior to event.

1. NAME OF ORGANIZATION: We Are Newburgh
2. TYPE: not for profit \_\_\_\_\_ community  church \_\_\_\_\_ club \_\_\_\_\_
3. ADDRESS: \_\_\_\_\_
4. TELEPHONE: 845-541-8475
5. NAME OF OFFICER OR DIRECTOR: Joe Alvarez
6. CONTACT PERSON: Corry Allen same   
TITLE: \_\_\_\_\_
7. ADDRESS: 358 N. Montgomery Street, Newburgh
8. TELEPHONE (845) 234-9187 FAX: \_\_\_\_\_  
E-Mail JA10262717@Aol.com ?
9. REASON FOR PERMIT: Back To School Party in the Park!  
AND STOP THE VIOLENCE
10. LOCATION (exact): Downing Park

---

11. DATE OF ASSEMBLY: Sunday, Aug 30, 2015 time 9:00am
12. PLANNED ACTIVITIES: Free giveaways for children grades  
K-12, including materials & other supplies.

RECEIVED  
1/10/15

Talent Contest, & Talent show  
Table Games (specify type): \_\_\_\_\_  
Water Games (i.e. sprinkler): \_\_\_\_\_  
Amusement Rides (specify type): \_\_\_\_\_  
Parade (include route): \_\_\_\_\_

Animals (specify type): \_\_\_\_\_  
Ministry: \_\_\_ Rally: \_\_\_ Music: Live  or Recorded \_\_\_ /Location of music: Downing Park Pavilion

MUST BE IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES. NO ELECTRONIC AMPLIFICATION IS ALLOWED. SEE ALSO PERMIT CONDITIONS

13. Other (explain) \_\_\_\_\_ WILL GET GENERATOR
14. Admission charge: Yes \_\_\_\_\_ No  x
15. Sanitary Facilities: Yes  No \_\_\_\_\_ Type and Location: \_\_\_\_\_
16. Special Requests (i.e. barricades) \_\_\_\_\_
17. Estimated number of participants: 500  
Age Groups: Young children  350 Adolescents  Adults  150
18. Security to be provided: \_\_\_\_\_
19. Has the applicant previously sought permits for assemblies in public places? Yes If so, state when and where: \_\_\_\_\_

*via phone by Coley Allen*

PERMIT CONDITIONS

All persons holding any event under a permit issued under this article or which would be within this article, although a permit was not obtained, shall be responsible for the following:

1. After the conclusion of the event, cleaning the area used for the event, removing all rubbish, trash garbage and debris, and returning said area to substantially the same condition it was prior to said event.
2. Paying to the City of Newburgh the cost of repairing or replacing any City Property damaged during the course of the event.

3. During an event, the use of mechanical or electrical amplification equipment for the playing music, speaking or other purposes shall be forbidden between the hours of 11 p.m. and 10 a.m. within 2,000 feet of any residence and shall be forbidden within 2,000 feet of any house of worship during the conducting therein of any worship service. All other municipal ordinances relating to noise shall remain in full force and effect.

#### INSURANCE REQUIREMENTS

A certificate of Liability Insurance, covering the event to be held must be approved by the Corporation Counsel. The City of Newburgh must be named as an additional insured on the Certificate with the limits of liability of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and fifty thousand dollars (\$50,000) for each occurrence and one hundred thousand dollars (\$100,000) aggregate for property damage. In instances where, in the judgment of the City Manager, unusual risk of liability are present, he may require a sufficient additional amount of insurance to indemnify the City against the additional risk of loss. The policy must be written by a company authorized to do business in New York State and must be acceptable to the City Manager.

#### APPLICATION REGULATIONS FOR PROCESSING

The application required by Section 17-132 must be filed with the Office of the City Manager at least two weeks prior to the date on which the event is sought to be held. The application shall be reviewed by the Police Department, Fire Department, Department of Public Works and Recreation, who may recommend approval or disapproval. The Corporation Counsel shall review and approve, and upon payment of the required fee, the City Manager may approve the application and issue the permit subject to such conditions as are imposed by this article or in his discretion to protect the public health, safety, convenience and welfare.

THIS IS TO CERTIFY THAT I HAVE READ AND UNDERSTOOD THE WITHIN DESCRIBED CONDITIONS SET FORTH IN THE ORDINANCE AND WILL COMPLY AND OBSERVE ALL REGULATIONS AND LAWS AS STATED WITHIN THIS ORDINANCE FOR ASSEMBLIES IN PUBLIC PLACES.

  
Applicant Signature

7/2/15  
Date

If organization, state name of organization and applicant's title in the organization:

Organization

Title

**FOR OFFICE USE ONLY**

---

**Permit Fee Payment:**

Date \_\_\_\_\_ Receipt No. \_\_\_\_\_ N/A

**Certificate of Insurance:**

Date: 7/10/15 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Not Required :

[Signature] City Sponsored  
 CORPORATION COUNSEL

Date	Department Name/Title	Recommendation	Adjustment
<u>7/7/15</u>	<u>Codes</u>	Yes <input checked="" type="checkbox"/> No _____	_____
<u>7/15/15</u>	<u>Fire</u> <u>[Signature]</u>	Yes _____ No _____	_____
<u>7/15/15</u>	<u>Police</u> <u>AED Day Conference</u> <u>LB</u>	Yes <input checked="" type="checkbox"/> No _____	_____
<u>7/7/15</u>	<u>DPW</u> <u>D-Dani</u>	Yes <input checked="" type="checkbox"/> No _____	_____
<u>7/15/15</u>	<u>Recreation</u> <u>Debbie Stuchlik</u> <u>LB</u>	Yes <input checked="" type="checkbox"/> No _____	_____

CITY MANAGER: approved \_\_\_\_\_ denied \_\_\_\_\_

[Signature]  
 MICHAEL G. CIARAVINO  
 City Manager

7/17/15  
 DATE

RESOLUTION NO.: 197 - 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.

**Councilwoman Angelo stated that the event is going to be held at the *Delano-Hitch Recreation Park*, as there is a conflicting scheduled event at the Armory this year. But since Gully's will be closed for the season, there is a good possibility that we can have the festival there. Angelo hopes that we can move down to the river. She is going to reach out to the owner this week.**

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

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

ADOPTED

## AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of August, 2015, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and SHAMROCK SHOWS, INC., a firm with principal offices at 338 Willow Tree Road, Milton, New York 12547, hereinafter referred to as "VENDOR."

### ARTICLE 1. SCOPE OF WORK

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

### ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning September 4, 2015, and ending September 7, 2015.

### ARTICLE 3. COMPENSATION

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

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

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

### ARTICLE 4. EXECUTORY CLAUSE

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

## ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

## ARTICLE 6. CONFLICT OF INTEREST

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

or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

## ARTICLE 7. FAIR PRACTICES

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

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

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

the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

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

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

#### ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

Social Security coverage or employee retirement membership or credit.

#### ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

#### ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any

nature expended in the performance of this Agreement.

**ARTICLE 11. RETENTION OF RECORDS**

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

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

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

**ARTICLE 13. INSURANCE**

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full

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

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

(If commercially available aggregate  
for your profession) \$2,000,000  
each claim

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

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

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

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

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

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

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

SERVICES performed under this Agreement.

#### ARTICLE 14. INDEMNIFICATION

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

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

#### ARTICLE 15. PROTECTION OF CITY PROPERTY

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

engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

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

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

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

#### ARTICLE 16. TERMINATION

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

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

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

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

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

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

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

#### ARTICLE 17. GENERAL RELEASE

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

#### ARTICLE 18. SET-OFF RIGHTS

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

the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

#### ARTICLE 19. NO ARBITRATION

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

#### ARTICLE 20. GOVERNING LAW

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

#### ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

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

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

#### ARTICLE 22. ENTIRE AGREEMENT

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

#### ARTICLE 23. MODIFICATION

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

ARTICLE 24: CLOSE OUT & CLEAN UP

The parties agree that Shamrock (VENDOR) shall make its best effort to remove all property and equipment from the site no later than the end of the day, September 9, 2015. However, in the event of unforeseen delays or other circumstances beyond the control of the parties, Shamrock shall have until September 10, 2013 to remove all such property and equipment from the site.

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

THE CITY OF NEWBURGH

SHAMROCK SHOWS, INC.

BY: \_\_\_\_\_  
Michael G. Ciaravino,  
City Manager  
Pursuant to Resolution No.: \_\_\_\_\_-2015

BY: \_\_\_\_\_  
Colin O'Keefe, CEO

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

DATE: \_\_\_\_\_

\_\_\_\_\_  
JOHN J. ABER  
City Comptroller

DATE: \_\_\_\_\_

SCHEDULE A

SCOPE OF SERVICES

27-15

RFP FOR CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS  
CITY OF NEWBURGH, NEW YORK

**PROPOSER INFORMATION FORM**

REQUEST FOR PROPOSALS

RFP #6.15

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS  
FOR THE  
27<sup>TH</sup> 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: 352-949-9641 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**

RFP FOR CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS  
CITY OF NEWBURGH, NEW YORK

**NON-COLLUSION BIDDING AFFIDAVIT**

STATE OF New York ) City of Newburgh, New York  
COUNTY OF Orange ) )SS  
I, Colin O'Keefe of the (City, Town, Village) of Milton  
in the County of Orange 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 Shenrock 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.

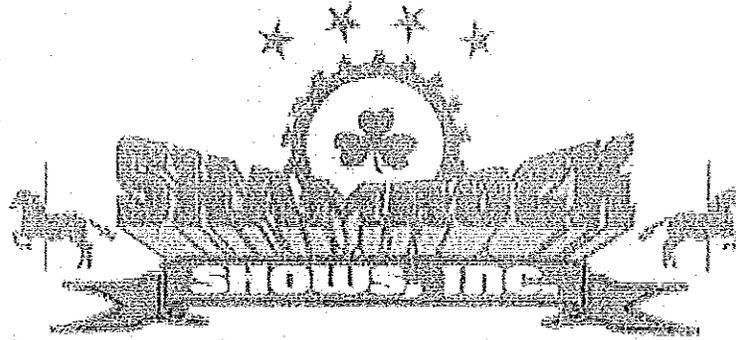
I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

Subscribed and sworn to by: [Signature]  
(Signature - in Blue Ink)  
Colin O'Keefe - CEO  
(Print or type name and title of individual that signed above)

Before me this 23 day \_\_\_\_\_ day  
of July, 2015  
[Signature]  
(Notary Public Signature)  
Notary Public of New York  
My commission expires Sept 23 2015

Affix Notary Stamp/Seal  
ROSE M RIGONI  
Notary Public - State of New York  
No. 01R14986779  
Qualified in Orange County  
My Commission Expires Sept. 23, 2015

**THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS**



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 CONCESSION 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 ELECTRICITY 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 2015 AT 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.: 198 - 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.

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

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

ADOPTED

RESOLUTION NO.: 199 - 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.

**Mayor Kennedy remarked that she is excited about this. We always talk about helping people to obtain jobs, and this resolution helps to remove one more barrier to make that happen. It will help people to get through the interview process so that they can explain their situation.**

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

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

ADOPTED

RESOLUTION NO.: 200 - 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 CONTIGENCY  
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:

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

**Mayor Kennedy reiterated that we are shoring up and working on the timbers that have become cracked. We are making sure that this building is safe.**

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

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

ADOPTED

RESOLUTION NO.: 201-2015

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.

**City Engineer Jason Morris explained that this covers work that has already been completed to facilitate the installation of the shoring. We had to work on some additional openings, but before we could do them we had to do some testing to confirm that they did not contain asbestos.**

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

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

ADOPTED

201-15



3 Neptune Road - Suite A-28  
 Poughkeepsie, New York 12601  
 845.146.1466  
 845.462.1476 (fax)  
[info@elogenicny.com](mailto:info@elogenicny.com)  
[www.envirologicny.com](http://www.envirologicny.com)

The City of Newburgh  
 83 Broadway  
 Newburgh, NY 12550  
 Mr. Jason Morris  
[jmorris@cityofnewburgh-ny.gov](mailto: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**



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Poughkeepsie, New York 12601  
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[info@elogenicny.com](mailto:info@elogenicny.com)  
[www.envirologicny.com](http://www.envirologicny.com)

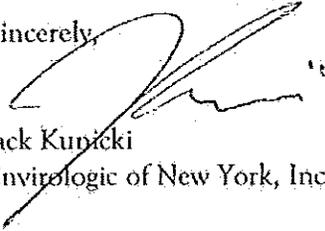
NOTICE TO PROCEED:

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: The City of Newburgh 83 Broadway Newburgh, NY 12550	Project Location: 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@elogenicny.com](mailto:kunicki@elogenicny.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.: 202-2015

OF

AUGUST 10, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK  
CONSENTING TO A LOT LINE REVISION AT THE BOUNDARY  
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 with an application 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 consents to the application of The Overview Partnership to the City of Newburgh Planning Board for a lot line revision at the boundary 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 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 City of Newburgh Planning Board approval of the lot line revision at the boundary of 139 Ellis Avenue and 141 Ellis Avenue.

**Mayor Kennedy pointed out that our water tank is sitting on an individual's piece of property. We are doing a small land trade and a change to the lot lines to straighten out this error. She is delighted to be able to finally get this done.**

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

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

ADOPTED



**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

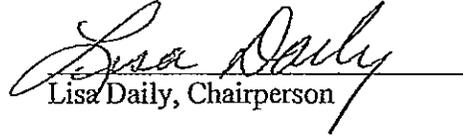
Seconded by: Elsworth Banks

	Aye	Nay	Abstention
Peter Smith			<u>Absent</u>
Argelia Morales	<u>X</u>		
Elsworth Banks	<u>X</u>		
Ramona Monteverde	<u>X</u>		

Dan Stokes  
Lisa Daily

X  
X

Dated: July 28, 2015

  
Lisa Daily, Chairperson

ORDINANCE NO.: 11 - 2015

OF

AUGUST 10, 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

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:

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

Section 2. This Ordinance shall take effect immediately.

Councilwoman Lee stated she thought the council agreed to leave this item off the agenda too. She does not feel that the council needs to earmark two parking spaces for anybody unless they are handicapped. The council should deal with disabled parking first, as we have many quadriplegics in this city. Lee does not want

to give special parking privileges to the locksmith. She likened it to *feel-good legislation*. We have so many other problems in our city. Something else could have been introduced other than this one.

Councilwoman Abrams pointed out that the issue was brought up by both the locksmith and the wine shop owner to promote good turnover for their businesses. This area is in her ward, and she feels that it is a good idea to help our new businesses.

Mayor Kennedy stated there was no way to enforce it due to the limited resources that we have already.

Councilwoman Mejia stated that she missed the last work session. Yet we do have 15-Minute Parking in other areas. She questioned why we are tabling the ordinance. Either the council supports it or it does not support it.

Councilman Brown remarked that he supports it, but he supports it with something in place to be able to monitor it. It has to be able to be enforced. He stated that if *Liberty Street Deli* has 15-Minute Parking, then it is not being enforced. No measurement of enforcement exists there, such as a parking meter. A sign, alone, is not an accurate measurement of enforcement. He feels that the ordinance should be tabled until we get something in place to enforce it.

Mayor Kennedy stated that one of the things the council is trying to do is support the growth of business. We must do that if we are to become a thriving city. We have to work with our planner and economic development group in order to be able to do that. Our businesses are struggling to keep customers, pay their taxes and generally just keep their doors open.

Councilwoman Lee added that when the council requests that something not be put on the agenda, it should not end up on the agenda.

Michael Ciaravino directed his comments to Councilwoman Lee. He stated that he takes personal responsibility for it. He apologized and stated that it should not have been put on the agenda.

Councilwoman Angelo commented that there are tenants above these stores too. They need a place to park when they come home from work. If a person wants to buy a bottle of wine, then they should park across the street, walk over and buy the bottle of wine. She has a problem with parking at her shop too. She parks around the corner so that the spots are left open for customers.

Councilwoman Lee moved and Councilman Brown seconded that the ordinance be tabled.

Ayes- Councilwoman Angelo, Councilman Brown, Councilwoman Lee, Mayor Kennedy-4

Noes- Councilwoman Abrams, Councilwoman Mejia-2

*TABLED*

ORDINANCE NO.: 12-2015

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	\$ <del>105</del> cents per square subdivided area
foot of		
§ 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 deposited to the Planning Board, the applicant shall, subsection	The sums of money pursuant to this

in addition to any fees established  
escrow  
pursuant to Chapter 266 and in addition to  
costs,  
any fees established by Chapter 158 of this Code,  
drawn  
pay the actual cost of the following services which  
of the  
may be reasonably required by the Planning Board  
particular  
in the processing of the application:

shall be placed in an  
account to cover such  
which account shall be  
against in the course  
review of the  
application.  
Initial deposit shall be

\$500

- shall be
- [1] Engineering services
  - [2] Review during construction,  
inspection services  
remaining in the
  - [3] Planning services  
completion of

Subsequent deposits  
required as needed.  
Any amount  
account on  
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

§ 300-283 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.

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
<u>§ 300-10</u>	On all applications for site plan approval, <u>special use</u> <u>deposited</u> <u>permit, zoning amendment, variance or other appeal</u> subsection to the Planning Board, <u>or other reviewing board</u> , the escrow applicant shall, in addition to any fees established costs, pursuant to Chapter 300 and in addition to any fees drawn established by Chapter 158 of this Code, pay the of review actual cost of the following services which may be application. reasonably required by the Planning Board, <u>or other</u> <u>shall be</u> <u>reviewing board</u> , in the processing of the application:	The sums of money pursuant to this shall be placed in an account to cover such which account shall be against in the course of the particular <u>The initial deposit</u> <u>\$500.</u> Subsequent deposits required as needed. <u>On completion of</u> <u>funds remaining in</u> <u>account will be</u> <u>the applicant.</u>
shall be	[1] Engineering services	
<u>review,</u>	[2] Review during construction, inspection services	
<u>the</u>	[3] Planning services	
<u>refunded to</u>		
<u>§ 300-4026</u>	Architectural Review Commission	
	Application for certificate of appropriateness \$100.00	With public hearing:

		Without public hearing or <u>Consent Agenda</u> : \$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
	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
<u>§ 300-70</u> <u>\$50.00</u>	<u>Special Off-Street Parking Permit</u>	<u>Application fee:</u>
§ 300- <del>8851</del>	Planning Board	
	Site Plan application	Residential (4 or fewer dwelling units): \$3
<u>200.00</u>		Residential (5 or more dwelling units): \$3 <u>200.00</u> , plus <del>\$150</del> <u>100</u> per unit
		Commercial: \$1,000.00 plus \$2 <u>100.00</u> per 1,000 square feet of floor area
	Inspection of public improvements	4 <u>2</u> % of the approved estimated dwelling units): \$3 <u>200.00</u>
§ 300- <del>890</del>	<u>Recreation fee in lieu of land</u>	<u>As determined by the the Planning Board</u>
§ 300- <del>5514</del>	Swimming or bathing pool permit	\$50

§ 300-10236 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

§ 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:~~

~~[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.~~

~~(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.~~

~~(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.~~

- ~~(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.~~

- (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.~~
- ~~(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.

Deirdre Glenn commented that she played around with this. It was presented to the council in an edited Word Document format. She was asked to prepare an Excel table, for which she apologized for not doing so. It is roughly three quarters complete. She stated that if the council desired to table the matter this evening, then she would have it by the first meeting in September.

Mayor Kennedy pointed out that the format was difficult to follow.

Councilwoman Lee moved and Councilwoman Angelo seconded that the ordinance be tabled.

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

TABLED

## ITEM 4 FROM THE AGENDA

### PRESENTATION

The City Manager implored the council to allow a spokesperson for *Westchester Community Opportunity Program, Inc. (WestCOP)* time to make a presentation regarding support services for veterans' families at this time. Even though Councilwoman Holmes was not present at the meeting, Timothy Johnson of *WestCOP* had sat patiently in the meeting the entire time.

Johnson thanked the Mayor and Council for their time. *WestCOP* is based in Mount Vernon, New York. He works for a program named *Supportive Services for Veteran Families*, whose main focus is to help veterans who are homeless. They also help veterans who are at imminent risk of losing their homes. The program helps vets find and get into homes and become stable. Even though the program is not through the VA, all of the funding comes through the VA. They believe in *wraparound services*, linking veterans with other community services, such as counseling and Department of Social Services (DSS). Just this year *SSVF* has helped over 135 veterans and their families. Johnson stated that this program means a lot to him. He, himself, is a Disabled Veteran. He encouraged people to come out and take a look at the program. The Newburgh office is located at 244-250 Broadway.

## OLD BUSINESS

Councilman Brown requested that Dan Cameron update the council and the community on the body cameras.

Daniel Cameron commented that we are still in the pilot program, which is up at the end of this month. He has started to prepare the report of findings. This will be given to the Council and the City Manager. There were some issues with the camera, in which they had to be returned to the manufacturer. It is for this reason that we don't want to commit to the purchase of the entire fifty cameras. The next step will be to obtain at least 16 cameras, so every officer on a shift will have one. The report will detail the work that will be required for the data download. It will cover interviews with every single officer. It will cover interviews with the District Attorney's Office too.

Councilman Brown stated that in light of what happened in Ferguson, Missouri over the weekend, he is really looking for a date when the cameras will be on our officers, and thus on the streets.

Cameron pointed out that, as promised, he will have the report ready by the end of this month. However, we are going to continue to use those cameras from the pilot. We are not going to pull them off the street. A council resolution would be required to move the funds that have been discovered in the budget, so that we can purchase the additional cameras. The cost is roughly \$850 per camera.

Councilwoman Lee asked if the cameras turn on automatically.

Cameron remarked that the officer has to turn on the camera. There are misconceptions about a voice-activated camera. A voice-activated camera can be programmed to the officer's voice.

Councilman Brown asked Cameron what is the likelihood of us purchasing the cameras after all of the testing.

Cameron replied that based on our last meeting with the policy review board, his department will request to move forward with the purchase. He pointed out that if each officer is assigned his or her own camera, then there is more accountability for it in the event it gets damaged. Also it helps to streamline the sign-in process.

Councilman Brown is concerned that if these cameras don't pan out, do we have a backup plan?

Cameron stated that his department has tested multiple cameras. He has not seen a camera that would work better based on the city's existing software. Ultimately the council would have to decide if it wants to purchase the entirety of cameras at one time.

Councilwoman Mejia asked Cameron if there is any chance that we could test some voice-activated models, with the understanding that the officer still has to be the person who turns it on and off.

Cameron explained that he is not really supportive of the voice-activated model. It still has to be turned *On* and *Off*. Factors, such as distress and in heat-of-the-moment situations, play a part in the voice-activation. He pointed out that our officers have a lot of muscle memory, in which there are steps that they do not even have to think about doing. Cameron stated he could explore which companies have voice-activated models. But research has shown that it is better when the officer has to turn it on and off manually.

This portion of the meeting was closed.

## NEW BUSINESS

Mayor Kennedy said the next work session is tentatively scheduled for September 10<sup>th</sup>, 2015, which is also the day of the Primary Election. She proposed that the work meeting be moved up to September 3<sup>rd</sup>, 2015. She felt that this would give everyone the opportunity to participate in everything that is occurring.

*\*By consensus of the council, the new schedule for the work session was affirmed.*

Next, Kennedy remarked that there are a lot of streets in this city that need to be repaved. We can't wait until September to begin paving projects. We need to leave here with some direction for DPW.

Councilman Brown pointed out that he went to Maryland to an event that showcased various talent from the Hudson Valley area. He was amazed by the young people and wanted to give them recognition. A lot of times we don't hear the positive things that happen to our youth.

Michael Ciaravino stated that a spreadsheet has been prepared. He understood that Councilwoman Mejia wanted to add some streets to the list. A conversation sometime this week could get the process rolling.

This portion of the meeting was closed.

## PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Barbara Smith spoke on the topic of taxes. If we look at our bills there are different due dates. She hopes that we can try to coincide these dates. She received one of her bills. She only received it three days before it was due. People are not getting their mail in a timely manner.

Yakov Sullivan spoke in favor of the tabled ordinance regarding parking. He agrees with Councilman Brown, who suggested that we need to be able to enforce it. We have been trying, for years, to bring some of the business traffic that occurs along the waterfront further up to Liberty Street. This is the first time in a long time that things seem to be happening on that block. It is the council's obligation to support businesses that have invested here.

Verne Bell thanked the council for approving *Ban the Box*. It might seem small, in light of everything the council does. Yet it is significant in undoing some of the racial injustice that occurs in our existing criminal justice system. Also it is a step toward restorative justice rather than retributive justice. It is a statement to the community that the city council conscientiously cares about all of its residents. It is one of those rays of hope that we have in our city.

Ralph Dowdey, member of the *Dorothy Day and Peter Maurin Catholic Worker Movement* farm in Marlboro, New York, spoke about the body cameras. He asked the Police Chief how will he decide which officers get the body cameras. Does it depend on what area the officers are going into?

*[The Police Chief addressed Dowdey's concerns although the comments are inaudible on this recording. They were not spoken into the microphone.]*

Leonard Lee, director of *Hook Elite Boxing Club/EBC Sports Ministry* announced that the organization is conducting a boxing show on August 29<sup>th</sup>, 2015, in partnership with the *City of Newburgh Recreation Department*. He asked us to come out and support the youth. The event will be held at Delano-Hitch Park. Doors open at 5:00 P.M. Ringside seats are \$15.

Omari Shakur commented that *Robert's Rules of Conduct* have been broken this evening when audience members address individual persons rather than the council, as a body. This is part of the problem. There are rules made for the council, and there are rules made for the audience. There is no unified set of rules for everybody. At the last meeting we painted a pretty picture showing that the crime in Newburgh has decreased. Yet three young people were shot this week. Two

shootouts occurred on the eve of *National Night Out*. He came to tell us that our community is not doing well. It is falling apart. He implored the council to do its job. He feels that everyone has a story. The police department has a story to tell, the community has a story to tell. Get the cameras, so we can see the truth.

Beatrice Harris stated that our city is falling apart. Some believe the city is cursed, and run by greed and corruption. But there are people that still have hope. If you do not take heed, then the city is will surely fall apart and we will not be able to do anything about it.

Hillary Rayford commended Deputy Mayor Regina Angelo for all of the effort she has put into our festivals over the years. Rayford stated that Angelo is still on the battlefield for Newburgh. At the last work meeting it was brought up that whatever Ms. Angelo does for the upcoming festival should be on the radar, in terms of the finances. Yet we need to know how much money was raised for the *Newburgh Illuminated Festival*. Where is the money, and how did it enhance our community?

Janet Gianopolous appreciates that the Police Chief is moving forward with the pilot program. She felt that he responded well, and she appreciates that he is doing his due diligence and not plunging into something that could waste our money. It is important that he mentioned that all personnel on a shift would be equipped with a camera. Next, Gianopolous stated that she appreciated the City Manager taking responsibility for the confusion regarding the agenda. But according to the City Charter the Mayor is the one who conducts the meetings. And as such, it would be easy enough if the Mayor keeps track of the agenda items and checks it beforehand to avoid these time-consuming road bumps. Last, she requested that there be a focus on the financial planning of the city. She does not want us to wait for the upcoming budget presentation to begin that focus.

Sheila Murphy commended everyone who worked hard on *National Night Out*. She stated that the police interacted very well with the community. She spoke about the shooting on Liberty Street. She pointed out that she started keeping watch in her own neighborhood. When she returned to Newburgh in 2009, she heard about a grant for our police department that had come out of Congressman Hinchey's office. It was for \$2.9 Million. Murphy questioned where that grant money went. Was it for more officers and equipment?

Kevin Lujan thanked the City Manager for showing leadership and bringing Chief Cameron on board. The community is behind you in the decision. Our city has been through tough times and it is going to be good to have some stability, and someone who is going to be here for the long haul. Next, he recalled living on Liberty Street about twelve years ago. It is great to see where we've gone, but it shouldn't end at *Washington's Headquarters*. As you head further down the street, there is nothing left. That huge parking lot has been left bare for almost twenty-five years. We should

continue to push for initiatives, such as what we are doing with the *Boys and Girls Club of Newburgh*. Those are the same type of initiatives that are going to help us grow and keep us prospering.

There were no additional comments at this time.

## FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams welcomed the new businesses on Liberty Street. She pointed out that there are other neighbors who have come out and started to chip in and help clean up on their streets. Slowly but surely we are getting there. Abrams has high hopes for the future. We do have to watch out for each other, and that is more than half of the problem.

Councilwoman Angelo requested an update about the skateboard park. A few of the kids came to the library and asked her about the project. We made a commitment to the children last year that the park would be built sometime this year. We should keep our promise to them. Second, she pointed out three upcoming programs at the library: *Meet the Candidates* on Monday, August 17<sup>th</sup>; a healthcare fair and *Strengthening Police and Community Relations* on August 20<sup>th</sup>. Also she mentioned that she has applications for the *International Festival*. Last, she is concerned about the excessive weed growth in our city. She is most concerned about the children and the ticks.

Michael Ciaravino stated that there is a new comprehensive proposal that is being discussed as it relates to the skateboard project.

Jason Morris explained that the bids were advertised July 24<sup>th</sup>. The bids became available on *BidNet* (our electronic bidding website) on July 31<sup>st</sup>. Today we had a pre-bid conference. The bids are due by August 31<sup>st</sup>. The project start is dependent on the bids that we receive, and whether those bids fall within the budget. We will know more at the bid opening.

Mayor Kennedy agreed with Councilwoman Angelo. She is frustrated about it. All of these construction pieces should have been worked out in January, so that we could proceed by the summertime. She would like to see a different planning timeline when we actually start construction.

Councilman Brown stated that he had hoped that a previous speaker did not return to this council, in vain, about a problem that she was having on her street. Yet he was surprised to see the negatives activities still occurring on Lutheran Street when he walked down the street. He agrees with Shakur that regardless of the statistics being thrown at us, our city streets are not safe. There is a lot of heroin addiction, and we need to do something about it. He does not want to hear the statistics, he wants to see results. We need to step up our efforts.

Councilwoman Lee announced that she is having a clothing drive. She is seeking donations of suits for young men and women to be able to wear for job interviews. Second, as many people know she is a social worker. There are many

instances in which people have pulled up in front of her office and received parking tickets. So she does not want anyone to walk away and think that she is against the businesses in our city. It is not that 15-Minute Parking is not important. But it is not the type of issue that is on her radar, in terms of the needs of this city. On three days, young people have come to her office to tell her that they are being put out of their homes. The youth are in crisis, and their stories are horrific. Housing is a big issue here. Lee would like to see some greater efforts at improving the housing issue for residents.

Lee stated that she counted seven new, young faces just on William Street, who were nodding from heroin use. We need to make it clear to the County that if its residents have not lived in the City of Newburgh, then they should be sent back to where they live, and where their own resources are located. She feels that the County should stop designating the City of Newburgh as the social services hub of Orange County.

Councilwoman Mejia thanked the staff for moving the *First Street Fishing Pier*. Access to our waterfront is extremely important. Given some of the sewer collapses, structural issues and everything else that is on everyone's plates, focusing on some of those important recreational and tourist attractions that our city needs, is very much appreciated. One of the things this administration is interested in doing is putting up signs that state "*Pardon our appearance.*" or "*We are in construction.*" Also it would be helpful if we include the sources of funding for all of our pending projects, including our skateboard park.

Second, she commented that there are a lot of projects that we are doing, in which some of the communication gets lost. We need to have more public discussions regarding how we convey property to both private individuals and not-for-profit organizations. We need to lay out a process map so that everyone knows the process. She mentioned that she is looking forward to getting the body cameras. She appreciates that the chief is moving forward cautiously. Yet she feels that we need to have a concrete update about where we are regarding implementation of using the cameras.

Last week, after having had very little connection to the rest of the world, she noticed that she missed a lot in the city. After being away for only seven days we got a new permanent police chief, we banned the box, we have new signage out about our various construction projects, and we are receiving the bids for our fishing pier. She does not understand it when people continue to say there is nothing going on in Newburgh. Lastly, Councilwoman Mejia responded to Kennedy's inquiry about the grant. She stated that any question regarding grant processing should be presented to the city's grant writer accordingly. If we have a tracking system, then it should not be a difficult question to answer.

Mayor Kennedy suggested that they take a hard look at the collection efforts and policies regarding property taxes. Even before she came into office, there have been issues concerning staggered due dates. If there is an opportunity to streamline that process for better efficiency, then we need to look at that for our customers. Second, she mentioned the *Exodus ReEntry Program*, which is helping to train people. It is a great program. Third, she commented that they actually listened to the people this year concerning *National Night Out*. We tried to diversify our city by setting up seven different sites around the entire city. The activities were great for the youth. She thanked everyone that worked at each site.

Kennedy remarked that this is the first time in a long time that we are tracking our grants. Lots of new processes and practices have been put in place that have never existed before. She mentioned that the drug addiction is not only rampant in Newburgh, but it is a cultural problem across America. If she could be President for the day she would remove all drug advertisements from the media. It is going to have to take a whole community working together to get a handle on it.

She mentioned the organization *Community Solutions* that is working to clean up the city. The group is working on a pilot program and they are painting the garbage cans and adding signs to them entitled "*Neighborhood Champions*." As of now the program is being developed in three to four block areas of the city. We have to figure out in our budget process how to get more public garbage cans on the streets. And they don't have to be \$800 garbage cans. Next, she addressed *hot-spot policing*. We need to get more cruisers, cameras and lighting at those troubled areas of the city.

Kennedy remarked that *Newburgh Illuminated* was put together by an entire group of volunteers. All of the money came through the *Community Foundation of Orange and Sullivan*. Every bit of that money has been tracked, and anything left over is used for the next *Newburgh Illuminated* event. It was a huge success, and it brought a lot of newcomers to Newburgh. She stated that she does not want to white-wash any of the problems here, but there is a lot of good that happens too. Yet she acknowledged the people that are working with the youth to try to talk them down from shooting each other. Kennedy remarked, "Lord knows we need all of the help we can get." This is a huge problem and we have to continue to work on it.

This portion of the meeting was closed.

**EXECUTIVE SESSION**

Councilwoman Lee moved and Councilman Brown seconded that the council enter into Executive Session at 9:50 P.M. to discuss proposed litigation.

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-5

*\*Councilman Brown was absent for the vote to enter into Executive Session*

**CARRIED**

Councilwoman Abrams moved and Councilwoman Lee seconded that Resolution #203-15 of August 10, 2015, be approved.

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

Abstention- Councilwoman Mejia-1

**RESOLUTION #203-15 ADOPTED**

Councilwoman Lee moved and Councilwoman Abrams seconded that the council exit out of Executive Session at 10:00 P.M.

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

**CARRIED**

**ADJOURNMENT**

**There being no further business to come before the council, the meeting adjourned at 10:00 P.M.**

**Respectfully Submitted,**

**KATRINA COTTEN  
DEPUTY CITY CLERK**