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Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

**MEMORANDUM**

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION OF TOWN BOARD AUTHORIZING LICENSE AGREEMENT WITH THE COUNTY OF ORANGE FOR INSTALLING AND MAINTAINING LICENSE PLATE READERS/CAMERAS ON POLES ON COUNTY ROUTES
OUR FILE NO. 800.1(B)( )(2024); 800.1(B)( )(2024)

DATE: AUGUST 26, 2024

Enclosed please find the following resolution pertaining to an Agreement with Orange County pertaining to installing and maintaining license plate readers/cameras on County highways in the Town:

RESOLUTION OF TOWN BOARD AUTHORIZING LICENSE AGREEMENT WITH THE COUNTY OF ORANGE FOR INSTALLING AND MAINTAINING LICENSE PLATE READERS/CAMERAS ON POLES ON COUNTY ROUTES IN THE TOWN OF NEWBURGH

A copy of the form License Agreement with Orange County is also enclosed.

Should you have any questions or concerns, please do not hesitate to contact me.

MCT/sel
Enc.
cc: Town Clerk Lisa M. Vance Ayers (via e-mail)
Bruce Campbell, Chief of Police (via e-mail)\
Adam Zeilberger, Police Lt. (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

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(1942-2018)

OF COUNSEL
Craig F. Simon

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("License") made this ____ day of _____, 2024 by and between the COUNTY OF ORANGE, New York ("County" or "Licensor"), a New York municipal corporation with an office at the Orange County Government Center, 255-275 Main Street, Goshen, New York 10924, and the TOWN OF NEWBURGH, a New York municipal corporation with an address at 1496 Route 300, Newburgh, New York 12550 (the "City/Town/Village").

**WHEREAS**, the County owns lands known as County Route _____ or "_____" in the City/Town/Village of _____, State of New York; and

**WHEREAS**, Central Hudson Pole No. _____ is located within the County's right-of-way for County Route _____; and

**WHEREAS**, the City/Town/Village wishes to enter upon County Route _____ to access the Central Hudson Gas & Electric Pole No. _____ (hereinafter referred to as the "Central Hudson Pole") for the purpose of installing and maintaining License Plate Readers/Cameras on the Central Hudson Pole; and

**WHEREAS**, the City/Town/Village is seeking a license from the County to enter upon County Route _____ to conduct the installation work as well as a license to enter upon said roadway for ongoing maintenance in accordance with this Agreement.

**NOW THEREFORE**, it is hereby agreed by and between the parties:

1. Subject to the terms and conditions hereof, the City/Town/Village, its employees, agents contractors, subcontractors, representatives and consultants (collectively, Licensees' Designees") shall have the right, at their sole cost and expense (and without reimbursement from the County), pursuant to the terms of this License, to enter in and on those portions of County Route _____ as is more particularly described in **Exhibit "A"** and **Exhibit "B"** annexed hereto (hereinafter collectively referred to as the "ROW"), for the sole purpose of installing, keeping and maintaining License Plate Readers/Cameras on the Central Hudson Pole located in the County's ROW (the "Work"). The Work shall include but not be limited to the following:

    a. Accessing the ROW with equipment necessary to install the subject License Plate Readers/Cameras.
    b. Accessing the ROW with equipment necessary to perform maintenance work on the subject License Plate Readers/Cameras.
    c. Keeping the License Plate Readers/Cameras installed for the duration of this License subject to the Non Standard Pole Attachment Agreement with Central Hudson Gas & Electric dated _____.
    d. All Work by Licensor shall be done in accordance with every provision of this License.

2. This License is to use the County ROW as stated herein and shall not interfere with and/or infringe upon the County's ability to use the ROW, its properties and/or rights-of-way as deemed necessary and appropriate thereby. The County or City/Town/Village shall have the right to revoke this License at any time with thirty (30) days written notice to the other respective party.

3. The City/Town/Village shall enter and remain on the ROW at such reasonable times as agreed to by and between the Licensor and the City/Town/Village. Arrangements therefor shall be made by contacting Licensor at least thirty (30) days prior to any proposed start date for Work. At such time, the City/Town/Village shall provide to the Licensor, the following information subject to the review and approval of the County:
   a. Date and timeframe for the work to be performed;
   b. Brief description of the work to be performed relevant to use of the ROW, including, but not limited to, description of vehicles to be used and where in the ROW said vehicles will be placed;
   c. Description of any safety and/or traffic control plan or measures that the City/Town/Village will engage during the work timeframe.

4. The City/Town/Village, and its employees, agents, contractors, subcontractors, representatives, and consultants, shall perform all Work promptly and in a workmanlike manner with a minimum of disturbances to the ROW. Licensor has the right to direct the City/Town/Village, and/or their designees, to leave the ROW in the event of an emergency or in any event as deemed necessary by the County. Such Work shall be completed in conformance with applicable Federal, State, County and local building codes, construction standards, testing standards and requirements.

5. The ROW shall be left in substantially the same condition as found except as to the Work approved by the Licensor. If any disruption or damage is done to the ROW, then Licensee shall at its sole expense restore the area affected to its prior condition or otherwise in a manner found acceptable to the County in its sole and complete discretion.

6. All Work shall be performed by qualified contractors in accordance with applicable federal, state, and local laws, rules, and regulations.

7. This License shall commence upon signing and remain in effect until such time that either party hereto revoke such License pursuant to Section 2 herein.

8. Unless caused by the negligence of Licensor, its employees, agents, and assigns, the City/Town/Village shall defend, indemnify and hold harmless the Licensor, its officers, agents, servants, representatives, employees and contractors from and against any and all claims, judgments, liabilities, losses, damages, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees and

disbursements, resulting from, or in connection with the respective Work, this License Agreement, the presence of the License Plate Readers/Cameras, or the presence of the City/Town/Village, including its respective employees, agents, contractors, subcontractors, consultants or representatives on, in or upon the ROW. The City/Town/Village shall be solely responsible for the safety and protection of their respective employees, agents, contractors, subcontractors, representatives, and consultants on the ROW and the City/Town/Village hereby releases Licensor from any liability resulting from or in connection with the respective Work, this License Agreement, the presence of the License Plate Readers/Cameras, or the presence of the City/Town/Village, and the City/Town/Village assumes all risk of loss, injury, or death in connection with respective action and inactions.

9. The City/Town/Village, and their respective contractors, shall maintain or cause to be maintained, in full force and effect during the term of this License, at their respective expense, Worker's 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 Licensor who have been fully informed as to the nature of the Work to be performed. Except for Worker's Compensation and professional liability, the Licensor 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 the City/Town/Village, and not those of the Licensor. Notwithstanding anything to the contrary in this License, the City/Town/Village irrevocably waives all claims against the Licensor for all losses, damages, claims or expenses resulting from risks commercially insurable except for those claims resulting from Licensor's negligence. The provisions of insurance by the City/Town/Village shall not in any way limit their respective liability under this License.

| Type of Coverage | Limits of coverage |
|---|---|
| Workers' Compensation | Statutory |
| Disability | Statutory |
| Employer's liability | $500,000 ea. accident<br>$500,000 disease each employee<br><br>$500,000 disease policy limit |
| Automobile Liability (incl. bodily injury & property damage) | $1,000,000 per occurrence<br>$2,000,000 aggregate |
| Comprehensive General Liability | $2,000,000 per occurrence<br>$4,000,000 aggregate |

| | |
|---|---|
| (incl. bodily injury & property damage) | |
| Professional Liability | $1,000,000 per claim<br>$1,000,000 aggregate |

The City/Town/Village shall provide to Licensor, as a condition to execution of this License by Licensor, certificates of insurance evidencing their respective compliance with these requirements and, if applicable, current New York State forms evidencing exemption from workers' compensation and/or disability. The City/Town/Village shall provide Licensor with updated certificates as policies expire or are modified over the term of this License.

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 Licensor with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the Licensor, directed to the Licensor's Risk Management Division and the Licensor designees under the Notice provisions, herein, and the Licensor shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Licensee.

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 the start of the performance of the Work (including subsequent policies purchased as renewals or replacements);

b. To ensure prior acts coverage, if the insurance is terminated for any reason and/or for at least three (3) years following final acceptance of the Work, there will be maintained an extended reporting provision and/or similar insurance with extended reporting, covering the performance of this License.

9. All notices, requests and other communications under this License shall be in writing and shall be deemed to have been given by personal delivery with a written receipt obtained, or by certified or registered mail, return receipt requested, or by recognized overnight courier, such as Federal Express overnight delivery, or UPS Next Day Delivery (so long as delivery is made only upon a receipt to be signed by the addressee). All Notices shall be addressed as follows:

If to Licensor:

Orange County Department of Public Works
255-275 Main Street
Goshen, New York 10924
Attn: ------
Tel: 845-291-2494

With a copy to:

Richard B. Golden, Esq.
County Attorney
Orange County Department of Law
Orange County Government Center
255-275 Main Street
Goshen, New York 10924
Tel: 845-291-3150

If to City/Town/Village:

Hon. Gilbert J. Piaquadio, Supervisor
1496 Route 300
Newburgh, New York 12550
Tel 845-564-4552

With a copy to:

Bruce Campbell, Chief of Police
300 Gardnertown Road
Newburgh, New York 12550
Tel 845-564-1100

or such other person or address which each party hereto shall have given by notice as provided in this Section 9. A Notice shall be deemed given or delivered to the addressee when delivered personally, to the post office or by overnight delivery service. When a Notice requires a response or action within a specified time or if a response or action to a Notice is required under any provision of this contract to occur within a given time period after the giving or delivery thereof, then such time period shall be extended five (5) business days in the event of registered or certified mailing and one (1) business day in the event of overnight delivery.

**IN WITNESS WHEREOF**, the parties have caused this License to be executed and acknowledged on the day and year which first appears above.

**LICENSOR:**
**COUNTY OF ORANGE**

By: _____
STEFAN "STEVEN" M. NEUHAUS, COUNTY EXECUTIVE

Date: _____

**LICENSEE:**
**TOWN OF NEWBURGH**

By: _____
Gilbert J. Piaquadio, Supervisor

Date: _____

STATE OF NEW YORK )
) ss:
COUNTY OF ORANGE )

On the _____day of _____, in the year 2024, before me, the undersigned, a notary public in and for said State, personally appeared **Stefan "Steven" M. Neuhaus** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK )
) ss:
COUNTY OF _____)

On the _____day of _____, in the year 2024, before me, the undersigned, a notary public in and for said State, personally appeared Gilbert J. Piaquadio personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

**EXHIBIT A**

PREMISES PROPERTY DESCRIPTION

**EXHIBIT B**

PREMISES PROPERTY DESCRIPTION

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 26th day of March, 2024 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Scott M. Manley, Councilman

Paul I. Ruggiero, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD AUTHORIZING LICESNE AGREEMENT WITH THE COUNTY OF ORANGE FOR INSTALLING AND MAINTAINING LICESE PLATE READERS/CAMERAS ON POLES ON COUNTY ROUTES IN THE TOWN OF NEWBURGH

Councilman _____ presented the following resolution which was seconded by Councilman _____

WHEREAS, the Town of Newburgh is in the process of installing license plate readers/cameras at various locations on roads and highways in the Town; and

WHEREAS, it is required by the County of Orange that the Town Board approve a License Agreement for the installation and maintenance of license plate readers/cameras on Orange County's highways/routes in the Town; and

WHEREAS, the Town Board having reviewed and considered the matter, has found it to be in the Town's best interest to authorize the License Agreement.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approves the License Agreement with the County of Orange for the purpose of installing and maintaining License Plate Readers/Cameras on poles on County Routes as to its form and manner of execution and authorizes the Supervisor and the Chief of Police to sign and deliver the License Agreement.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Paul I. Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Anthony R. LoBiondo, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Lisa M. Vance Ayers, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on August 26, 2024 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Lisa M. Vance Ayers, Town Clerk
Town of Newburgh