



City of Newburgh Council Work Session  
*Sesion de trabajo del Concejal de la  
Ciudad de Newburgh*

April 22, 2021  
6:00 PM

Work Session Presentations

1. Assessor's Department Presentation

*Presentación del Departamento del Asesor.*

2. Wireless Feasibility Study

Resolution authorizing the City Manager to execute a contract with CDW Government, LLC to perform a CBRS Wireless Network Feasibility Study at a cost of \$25,267.00

*Resolución que autoriza al gerente de la Ciudad a ejecutar un contrato con CDW Government, LLC para llevar a cabo un Estudio de Viabilidad de Redes Inalámbricas a un costo de \$25, 267.00*

Engineering/Ingeniería

3. Proposal with QUEST for Asbestos Testing at 492 Broadway (West End Firehouse)

Resolution authorizing the City Manager to accept a proposal and execute and agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for a limited pre-construction asbestos survey for 492 Broadway at a cost not to exceed \$2,800.00

*Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar y acuerdo con Quality Environmental Solutions & Technologies, Inc. (QUES&T) para una inspección de asbestos limitada previo a la construcción para la 492 Broadway a un costo no superior a \$2,800.00*

4. PIN#8761.91 Change Order with Consorti Brothers Paving & Sealcoating, Inc. Liberty Street Streetscape Improvements Project

Resolution authorizing the City Manager to execute Change Order No. 1 for a time extension and a decrease in the contract amount from \$749,395.00 to \$664,327.00 in the Consorti Bros. Paving & Sealcoating, Inc. construction contract in the Liberty Street Streetscape Improvements Project

*Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio N° 1 por una extensión de tiempo y una disminución en el monto del contrato de \$749,395.00 a \$664,327.00 en el contrato de construcción*

*con Consorti Bros. Paving & Sealcoating, Inc. para el Proyecto de Mejoras de Paisaje Urbano de Liberty Street.*

5. Amendment with the Chazen Companies for Groundwater Sampling on the Former Consolidated Iron Cleanup Site

Resolution authorizing the City Manager to execute an amendment to a contract with The Chazen Companies to perform additional groundwater monitoring well sampling at the delisted Consolidated Iron Superfund Site at a cost not to exceed \$800.00.

*Resolución que autoriza al Gerente de la Ciudad a ejecutar una enmienda a un contrato con The Chazen Companies para realizar muestreos adicionales de pozos de monitoreo de aguas subterráneas en el Sitio de Superfondo Consolidated Iron a un costo no superior a \$800.00.*

6. Services Contract with INFRAMARK, LLC for Headworks Lighting Upgrade Project at Wastewater Treatment Plant

Resolution authorizing the City Manager to execute a contract with INFRAMARK, LLC in the amount of \$49,867.54 to replace the site lighting in the Wastewater Treatment Plant Headworks Lighting Project.

*Resolución que autoriza al Gerente Municipal a ejecutar un contrato con INFRAMARK, LLC por un monto de \$49.867,54 para reemplazar la iluminación del sitio en el proyecto de Iluminación de la Planta de Tratamiento de Aguas Residuales.*

Planning and Economic Development/Planificación y Desarrollo Económico

7. Surplus City Real Property Disposition Policy

*Política de disposición de bienes raíces de la Ciudad Excedentes*

8. 233 First Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to 233 First Street Realty LLC to the premises known as 233 First Street (Section 29, Block 4, Lot 4).

*Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y el derecho de reingreso de una escritura emitida a 233 First Street Realty LLC a las instalaciones conocidas como 233 First Street (Sección 29, Bloque 4, Lote 4).*

9. 251 First Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to DFGR Two, LLC to the premises known as 251 First Street (Section 29, Block 3, Lot 6)

*Resolución que autoriza la ejecución de cláusulas restrictivas y el derecho de reingreso de una escritura emitida a DFGR Two, LLC a las instalaciones conocidas como 251 First Street (Sección 29, Bloque 3, Lote 6)*

10. 253 First Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to DFGR Two, LLC to the premises known as 253 First Street (Section 29, Block 3, Lot 5)

*Resolución que autoriza la ejecución de cláusulas restrictivas y el derecho de reingreso de una escritura emitida a DFGR Two, LLC a las instalaciones conocidas como 253 First Street (Sección 29, Bloque 3, Lote 5)*

11. Purchase of 22 Bay View Terrace

Resolution to authorize the conveyance of real property known as 22 Bay View Terrace (Section 48, Block 5, Lot 13) at private sale to Leopoldo Mancilla and Anne Mancilla for the amount of \$350,500.00

*Resolución para autorizar el traspaso de bienes raíces conocidas como 22 Bay View Terrace (Sección 48, Bloque 5, Lote 13) en una venta privada a Leopoldo Mancilla y Anne Mancilla por un monto de \$350,500.00*

12. License Agreement - Mountain Valley Guides LLC for access use of the Washington Street Boat Launch and UNICO Park for kayak rentals and tours

Resolution authorizing the City Manager to execute a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and UNICO Park to provide kayak rentals and tours.

*Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de licencia con Mountain Valley Guides LLC para el acceso y el uso del Washington Street Boat Launch y UNICO Park para proporcionar alquiler de kayaks y tours.*

Grants/Contracts/Agreements / Becas /Contratos/Convenios

13. Resolution to Enter into an Agreement with CGI Communications, Inc. ("CGI") to Produce a Video of the City of Newburgh under the Community Video Program

Resolution authorizing the City Manager to execute an agreement with CGI Communications, Inc. to participate in the Community Video Program to produce videos for the City of Newburgh website.

*Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con CGI Communications, Inc. para participar en el Programa de Video Comunitario para producir videos para el sitio web de la Ciudad de*

Newburgh.

14. License Agreement - The Cathedral at The House - Healthy Orange Farm Market at 140 Broadway

Resolution authorizing the City Manager to enter into a License Agreement with the Cathedral at The House f/k/a House of Refuge to allow use of the City owned property located at 140 Broadway for the Healthy Orange Farmers Market.

*Resolución que autoriza al Administrador de la Ciudad a celebrar un Acuerdo de Licencia con Cathedral at the House f/k/a House of Refuge para permitir el uso de la propiedad de la ciudad ubicada en 140 Broadway para el Mercado de Agricultores De Healthy Orange.*

Police Department

15. 2021 Personnel Book Amendment - adding one Captain position

Resolution amending the 2021 Personnel Analysis Book to add one (1) Captain position in the City of Newburgh Police Department.

*Resolución por la que se modifica el Libro de Análisis de Personal de 2021 para agregar un (1) puesto de Capitán en el Departamento de Policía de la Ciudad de Newburgh.*

Executive Session/ Sesión Ejecutiva

16. Proposed, pending or current litigation

*Litigación propuesta, pendiente o actual*

RESOLUTION NO.: \_\_\_\_\_ - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A CONTRACT WITH CDW GOVERNMENT, LLC TO PERFORM  
A CBRS WIRELESS NETWORK FEASIBILITY STUDY  
AT A COST OF \$25,267.00**

**WHEREAS**, the City Council of the City of Newburgh has found that the City is without reliable high-speed internet services which contributes to diminished social, educational, and economic resources and opportunities for City residents; and

**WHEREAS**, the City wishes to evaluate the feasibility of establishing its own broadband high speed internet service network to provide improved access to its underserved community; and

**WHEREAS**, the City of Newburgh has received a proposal from CDW Government LLC to conduct a feasibility study of the viability, use, costs and deployment of a CBRS wireless network for the City of Newburgh; and

**WHEREAS**, the cost of the study will be \$25,267.00, and funding shall be derived from CD1.8760.0400.8000.2020; and

**WHEREAS**, this Council has determined that accepting such proposal and entering into the contract is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a contract with CDW Government, LLC for a CBRS wireless network feasibility study at a cost of \$25,267.00.

RESOLUTION NO.: \_\_\_\_\_ - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH  
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)  
FOR A LIMITED PRE-CONSTRUCTION ASBESTOS SURVEY  
FOR 492 BROADWAY AT A COST NOT TO EXCEED \$2,800.00**

**WHEREAS**, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for a limited pre-construction asbestos survey for repairs to the West End Firehouse located at 492 Broadway; and

**WHEREAS**, the proposal provides for a survey of the accessible interior & exterior areas of the West End Firehouse, located at 492 Broadway to include the inspection, testing and sampling analysis, and the preparation of a Final Asbestos Report with SmartDraw drawings; and

**WHEREAS**, the cost for these services will not exceed \$2,800.00 which shall be derived from H1.1620.3412.0208 Repairs to 492 Broadway; and

**WHEREAS**, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for a limited pre-construction asbestos survey for repairs to the West End Firehouse located at 492 Broadway in an amount not to exceed \$2,800.00.

RESOLUTION NO.: \_\_\_\_\_ - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
CHANGE ORDER NO. 1 FOR A TIME EXTENSION AND A DECREASE  
IN THE CONTRACT AMOUNT FROM \$749,395.00 TO \$664,327.00 IN THE  
CONSORTI BROS. PAVING & SEALCOATING, INC. CONSTRUCTION CONTRACT  
IN THE LIBERTY STREET STREETScape IMPROVEMENTS PROJECT**

**WHEREAS**, by Resolution No. 143-2020 of July 13, 2020, the City Council of the City of Newburgh awarded base bid, alternate no. 2 and alternate no. 3 for construction of the Liberty Street Streetscape and Sidewalks Improvements Construction Project (the "Project") to Consorti Bros. Paving & Seal Coating, Inc., in an amount not to exceed \$749,395.00; and

**WHEREAS**, due to severe winter weather and COVID-19, the Project construction was delayed to the spring, resulting in the need for an extension of time for substantial completion until July 14, 2021 and a decrease the total cost of the Project by \$85,068.00 to a total contract price of \$664,327.00 and requires a change order to the contract; and

**WHEREAS**, funding for the Project in the amount of \$664,327.00 shall be derived from (CDBG) CD1.8686.0400.8030.2019, (CDBG) CD1.8686.0400.8030.2020, other CDBG funding, as appropriate and available, and (NYSDOT TAP) H1.8761.0200.0091.2021.CDBG;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 1 to extend the time for substantial completion of the contract until July 14, 2021 and decreasing the total contract price by \$85,068.00 to a total contract price of \$664,327.00 in connection with the Consorti Bros. Paving & Seal Coating, Inc. contract for the Liberty Street Streetscape and Sidewalks Improvements Construction Project

RESOLUTION NO.: \_\_\_\_\_ - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AMENDMENT TO A CONTRACT WITH THE CHAZEN COMPANIES  
TO PERFORM ADDITIONAL GROUNDWATER MONITORING WELL SAMPLING  
AT THE DELISTED CONSOLIDATED IRON SUPERFUND SITE  
AT A COST NOT TO EXCEED \$800.00**

**WHEREAS**, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation approved the Site Management Plan for the Consolidated Iron Superfund Site, and subsequently delisted the site in December of 2014; and

**WHEREAS**, provisions in Site Management Plan requires the City of Newburgh to conduct groundwater sampling and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

**WHEREAS**, by Resolution No. 267-2015 of October 26, 2015, Resolution No. 125-2017 of May 22, 2017, Resolution No. 192-2018 of August 13, 2018, and Resolution No. 106-2020 of May 11, 2020, the City Council approved contracts with The Chazen Companies to conduct groundwater sampling, reporting services and periodic reviews of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

**WHEREAS**, recent groundwater sampling conducted by the Chazen Companies revealed unusually high levels of lead and Semi-Volatile Organic Compounds in some of the monitoring wells requiring resampling of the high contaminant levels to confirm the data and report the confirmed results to New York State Department of Environmental Conservation; and

**WHEREAS**, The Chazen Companies has submitted a proposal to conduct such additional groundwater monitoring well sampling at the delisted Consolidated Iron Superfund Site at a cost not to exceed \$800.00 with funding to be derived from A.1440.0448.0003; and

**WHEREAS**, this Council has determined that accepting such proposal and entering into a contract amendment for such work is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and enter into a contract amendment with The Chazen Companies to conduct additional groundwater monitoring well sampling at the delisted Consolidated Iron Superfund Site at a cost not to exceed \$800.00.



RESOLUTION NO.: 106 - 2020

OF

MAY 11, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL WITH THE CHAZEN COMPANIES TO  
PERFORM ADDITIONAL GROUNDWATER SAMPLING, REPORTING AND  
PERIODIC REVIEW OF THE ENGINEERING AND INSTITUTIONAL CONTROLS AT  
THE DELISTED CONSOLIDATED IRON SUPERFUND SITE AT A COST OF \$15,656.00

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation approved the Site Management Plan for the Consolidated Iron Superfund Site, and subsequently delisted the site in December of 2014; and

WHEREAS, provisions in Site Management Plan requires the City of Newburgh to conduct groundwater sampling and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, by Resolution No. 267-2015 of October 26, 2015, Resolution No. 125-2017 of May 22, 2017, and Resolution No. 192-2018 of August 13, 2018 the City Council approved contracts with The Chazen Companies to conduct groundwater sampling, reporting services and periodic reviews of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation have requested additional groundwater sampling for certain emerging contaminants at the delisted Consolidated Iron Superfund Site; and

WHEREAS, The Chazen Companies has submitted a proposal to conduct such groundwater sampling, reporting services and periodic review of the engineering and, institutional controls at the delisted Consolidated Iron Superfund Site at a cost of \$15,656.00 with funding to be derived from A.1440.0448.0003; and

WHEREAS, this Council has determined that accepting such proposal and entering into a contract for such work is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and enter into a contract with The Chazen Companies to conduct groundwater sampling, reporting services and review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of \$15,656.00.

I, Lorena Vittek, City Clerk of the City of Newburgh,  
hereby certify that I have compared the foregoing with the  
original resolution adopted by the Council of the City of  
Newburgh at a regular meeting held May 11, 2020  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 15 day of May 20 20

City Clerk

RESOLUTION NO.: \_\_\_\_\_ - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH INFRAMARK, LLC IN THE AMOUNT OF \$49,867.54  
TO REPLACE THE SITE LIGHTING IN THE  
WASTEWATER TREATMENT PLANT HEADWORKS LIGHTING PROJECT**

**WHEREAS**, the City of Newburgh proposes to upgrade and install new site lighting in the Headworks Building at the City of Newburgh Wastewater Treatment Plant; and

**WHEREAS**, Inframark, LLC, is the operator of the City's Wastewater Treatment Plant and pursuant to the parties Wastewater Treatment Plant Operation and Maintenance Agreement, Inframark, LLC may perform capital improvements to the City's Waste Water Treatment Plant; and

**WHEREAS**, Inframark, LLC has submitted a services contract for site lighting upgrade and installation at the Headworks Building City's Waste Water Treatment Plant with the funding derived from 2020 BAN HG1.8130.0200; and

**WHEREAS**, the City Council finds that entering into an additional services agreement with Inframark, LLC 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 City Manager is hereby authorized to execute an agreement with Inframark, LLC in the amount of \$49,867.54 for site lighting upgrade and installation at the Headworks Building in the Wastewater Treatment Plant Headworks Lighting Project.

RESOLUTION NO.: \_\_\_\_\_-2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF  
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED  
ISSUED TO 233 FIRST STREET REALTY LLC TO THE PREMISES KNOWN AS  
233 FIRST STREET (SECTION 29, BLOCK 4, LOT 4)**

**WHEREAS**, on June 11, 2018, the City of Newburgh conveyed property located at 233 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 4, Lot 4, to 233 First Street Realty LLC; and

**WHEREAS**, the managing member of the company, David Forbes, has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, this Council believes it is in the best interest of the City of Newburgh to grant such request;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 233 First Street, Section 29, Block 4, Lot 4 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 11, 2018, from THE CITY OF NEWBURGH to 233 FIRST STREET REALTY LLC, recorded in the Orange County Clerk's Office on June 25, 2018, in Liber 14421 of Deeds at Page 855 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2021

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Joseph P. Donat, City Manager  
Pursuant to Res. No.: \_\_\_\_-2021

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, 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.

\_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_-2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF  
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED  
ISSUED TO DFGR TWO, LLC TO THE PREMISES KNOWN AS  
251 FIRST STREET (SECTION 29, BLOCK 3, LOT 6)**

**WHEREAS**, on November 17, 2017, the City of Newburgh conveyed property located at 251 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 3, Lot 6, to DFGR Two, LLC; and

**WHEREAS**, the managing member of the company, David Forbes, has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, this Council believes it is in the best interest of the City of Newburgh to grant such request;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 251 First Street, Section 29, Block 3, Lot 6 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 17, 2017, from THE CITY OF NEWBURGH to DFGR TWO, LLC, recorded in the Orange County Clerk's Office on November 28, 2017, in Liber 14326 of Deeds at Page 1288 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2021

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Joseph P. Donat, City Manager  
Pursuant to Res. No.: \_\_\_\_-2021

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, 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.

\_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_-2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF  
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED  
ISSUED TO DFGR TWO, LLC TO THE PREMISES KNOWN AS  
253 FIRST STREET (SECTION 29, BLOCK 3, LOT 5)**

**WHEREAS**, on November 17, 2017, the City of Newburgh conveyed property located at 253 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 3, Lot 5, to DFGR Two, LLC; and

**WHEREAS**, the managing member of the company, David Forbes, has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, this Council believes it is in the best interest of the City of Newburgh to grant such request;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 253 First Street, Section 29, Block 3, Lot 5 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 17, 2017, from THE CITY OF NEWBURGH to DFGR TWO, LLC, recorded in the Orange County Clerk's Office on November 28, 2017, in Liber 14326 of Deeds at Page 1282 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2021

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Joseph P. Donat, City Manager  
Pursuant to Res. No.: \_\_\_\_-2021

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, 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.

\_\_\_\_\_



RESOLUTION NO.: \_\_\_\_\_ - 2021

OF

APRIL 26, 2021

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 22 BAY VIEW TERRACE (SECTION 48, BLOCK 5, LOT 13)  
AT PRIVATE SALE TO LEOPOLDO MANCILLA AND ANNE MANCILLA  
FOR THE AMOUNT OF \$350,500.00**

**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 a vacant parcel of real property identified as 22 Bay View Terrace, being more accurately described as Section 48, Block 5, Lot 13 on the official tax map of the City of Newburgh; and

**WHEREAS**, the prospective buyers have offered to purchase this property at private sale; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyers 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 purchasers 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 July 26, 2021, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
22 Bay View Terrace	48 - 5 - 13	Leopoldo Mancilla Anne Mancilla	\$350,500.00

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

# Terms and Conditions Sale

## 22 Bay View Terrace

### City of Newburgh (SBL: 48-5-13)

#### 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 properties are sold subject to unpaid school taxes for the tax year of **2020-2021**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2020-2021**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the 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 City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
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 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 receipt 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 by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *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.**
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. 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.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. 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.
15. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. 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.

17. 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. Any survey description shall be 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.
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 Closing Deadline date. If such conveyance occurs, 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.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$30,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price
22. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

#### ACKNOWLEDGED AND AGREED

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

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

\_\_\_\_\_  
Leopoldo Mancilla

\_\_\_\_\_  
Anne Mancilla

RESOLUTION NO.: \_\_\_\_\_ - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC  
FOR ACCESS TO AND THE USE OF THE WASHINGTON STREET BOAT LAUNCH  
AND UNICO PARK TO PROVIDE KAYAK RENTALS AND TOURS**

**WHEREAS**, by Resolution No. 54-2016 of March 14, 2016, Resolution No. 93-2017 of April 6, 2017, Resolution No. 54-2018 of February 26, 2018, Resolution No. 46-2019 of February 25, 2019, and Resolution No. 80-2020 of March 19, 2020, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

**WHEREAS**, Mountain Valley Guides LLC and the City of Newburgh wish to renew the license agreement for the 2021 season; and

**WHEREAS**, the City Council has examined the license agreement annexed hereto and determined that entering into such license agreement 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 execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park.

## AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 22 Shady Dell Drive, New Windsor, New York 12553 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

### ARTICLE 1: Term.

This Agreement shall run from May 22, 2021 to October 11, 2021

### ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Washington Street Boat Launch in the City of Newburgh for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public on Saturdays and Sundays and 3 Monday holidays during the period of time set forth in Article 1 above. The City will allocate parking spaces with parking passes for 2 trucks/trailers in the Washington Street Boat Launch parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

### ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored off-site each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Washington Street Boat Launch and Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated the County of

Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder including but not limited to the Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997, as amended.

D. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

#### ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of the Washington Street Boat Launch and Unico Park during the period of this agreement \$750.00.

#### ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for

property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this agreement.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible as and not later than three (3) days after the date of such accident.

#### ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

#### ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

#### ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or



(b) A party fails or refuses to comply with all applicable laws or ordinances; or

(c) A party is guilty of substantial violation of any provision of this agreement.

2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

#### ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

#### ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

#### ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

#### ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or

otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

#### ARTICLE 13: Notices and Communication.

A. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh  
City Manager  
City Hall, 83 Broadway  
Newburgh, New York 12550  
(845) 569-7301

TO: Bill Garrison, Licensee  
Mountain Valley Guides LLC  
22 Shady Dell Drive  
New Windsor, New York 12553  
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

#### ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

#### ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

*Remainder of this page intentionally left blank*

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
JOSEPH P. DONAT  
City Manager  
Per Res. No.:

MOUNTAIN VALLEY GUIDES LLC

By: \_\_\_\_\_  
Bill Garrison

Approved as to form:

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

\_\_\_\_\_  
TODD VENNING  
City Comptroller

RESOLUTION NO.: \_\_\_\_\_ - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE AN AGREEMENT WITH CGI COMMUNICATIONS, INC.  
TO PARTICIPATE IN THE COMMUNITY VIDEO PROGRAM  
TO PRODUCE VIDEOS FOR THE CITY OF NEWBURGH WEBSITE**

**WHEREAS**, by Resolution No. 106-2015 of May 11, 2015, the City Council of the Newburgh approved agreement with CGI Communications, Inc. to participate in the Community Video Program to produce videos for the City of Newburgh website; and

**WHEREAS**, the program includes producing a total of six (6) one minute community highlight videos for the City of Newburgh website with topics including: Quality of Life, Economic Development, Tourism, Waterfront, Education, and Community Organizations; and

**WHEREAS**, the videos produced in 2015 require updating and will be produced at no cost to the City of Newburgh; and

**WHEREAS**, this Council has reviewed the annexed agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh, and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with CGI Communications, Inc. to participate in the Community Video Program to produce videos for the City of Newburgh website, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.



## 2021 Community Video Program

Name: Ellen Fillo

Title: Director of Community Development

Address: 83 Broadway

City, State, Zip: Newburgh, NY 12550

Phone: (845) 569-7386

Email: [efillo@cityofnewburgh-ny.gov](mailto:efillo@cityofnewburgh-ny.gov)

Website: [www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov)

This agreement is between CGI Communications, Inc. ("CGI") and the City of Newburgh (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the [www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov) homepage, including any alternate versions of that homepage.

**During the term of this Agreement, CGI shall:**

- ☐ Produce a total of 6 video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate and a Community Organizations chapter to promote charities, nonprofits, and community development organizations.
- ☐ Provide script writing and video content consultation
- ☐ Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- ☐ Provide script writing and video content consultation
- ☐ Send a videographer to City locations to shoot footage for the videos
- ☐ Reserve the right to use still images and photos for video production
- ☐ Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- ☐ Provide a final draft of Community Video Program content subject to City's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- ☐ Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- ☐ Store and stream all videos on CGI's dedicated server
- ☐ Feature business sponsors around the perimeter of video panels
- ☐ Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- ☐ Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the [www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov) website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- ☐ Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- ☐ Own copyrights of the master Community Video Program
- ☐ Assume all costs for the Community Video Program
- ☐ Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

**Program add-ons will include:**

- ☐ Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)

**During the term of this Agreement, the City shall:**

- ☐ Provide a letter of introduction for the program on City's letterhead
- ☐ Assist with the content and script for the Community Video Program
- ☐ Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- ☐ Display the "Coming Soon" graphic link prominently on the [www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov) homepage within 10 business days of receipt of HTML source code
- ☐ Display the "Community Video Program" link prominently on its [www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov) homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- ☐ Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- ☐ Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- ☐ Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

City of Newburgh, NY

CGI Communications, Inc.

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: April 13, 2021

RESOLUTION NO.: \_\_\_\_\_ - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO A LICENSE AGREEMENT WITH THE CATHEDRAL AT THE HOUSE  
F/K/A HOUSE OF REFUGE  
TO ALLOW USE OF CITY OWNED PROPERTY LOCATED AT  
140 BROADWAY FOR THE HEALTHY ORANGE FARMERS MARKET**

**WHEREAS**, the City of Newburgh is the owner of several parcels of real property located at 132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway"; and

**WHEREAS**, the Healthy Orange Farmers Market f/k/a Tuesday Farm Market has been held at 140 Broadway since 2012 and provides the following benefits:

1. To provide greater visibility to attract more buyers and vendors;
2. To promote positive activity on Broadway; and
3. To provide more space for Orange County agencies to provide information and conduct demonstrations for the community; and

**WHEREAS**, holding the Healthy Orange Farmers Market at 140 Broadway requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

**WHEREAS**, this Council has reviewed such 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 license agreement with The Cathedral at The House to allow access to and use of several City-owned properties for the purpose of holding the Healthy Orange Farmers Market.

## LICENSE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between The Cathedral at The House f/k/a HOUSE OF REFUGE, with offices at 131 Broadway, Newburgh, New York 12550 as "LICENSEE; and 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";

### WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor and in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway".

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, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 140 Broadway, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, tables, chairs and other materials as may be necessary; for the purposes of hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies on property owned by Licensor. No permanent improvements may be erected on the premises.

Second: Licensee agrees to use and maintain said facilities 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: Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Fourth: Licensee hereby agrees to defend, indemnify and hold Licensors harmless against any claims, actions and proceedings brought against Licensors arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensors as additional insured in a minimum coverage amount of One Million (\$1,000,000.00) Dollars.

Fifth: This Agreement and the license or privilege term is from July 6, 2021 to October 26, 2021.

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 hold said premises.

Seventh: Without limitation to the general provisions of this Agreement, it is understood and agreed that said facilities shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

WITNESSETH:

THE CITY OF NEWBURGH  
LICENSOR

By: \_\_\_\_\_  
JOSEPH P. DONAT, City Manager  
Per Resolution No.:

THE CATHEDRAL AT THE HOUSE  
F/K/A HOUSE OF REFUGE  
LICENSEE

By: \_\_\_\_\_  
BISHOP JEFFREY WOODY

Approved as to Form:

\_\_\_\_\_  
TODD VENNING  
City Comptroller

Approved as to Form:

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



RESOLUTION NO.: \_\_\_\_\_-2021

OF

APRIL 26, 2021

**A RESOLUTION AMENDING THE 2021 PERSONNEL ANALYSIS BOOK  
TO ADD ONE (1) CAPTAIN POSITION  
IN THE CITY OF NEWBURGH POLICE DEPARTMENT**

**WHEREAS**, it has become necessary to restore the position of Captain in the Police Department; and

**WHEREAS**, the City Council has determined that restoring one (1) Captain position in the Police Department will promote continuity in leadership and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

**WHEREAS**, restoring one (1) Captain position in the Police Department requires the amendment of the City of Newburgh Adopted Personnel Analysis Book;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2021 be amended, and that there be and hereby is created one (1) position in the job title “Captain” in the Police Department.