



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

April 26, 2021
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Comunicaciones

4. Approval of the Minutes of the City Council Meeting on April 12, 2021
5. City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento
6. Arbor Day Proclamation

Presentations/Presentaciones

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

7. Resolution No. 92 - 2021 - 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

8. Resolution No. 93 - 2021 - 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

9. Resolution No. 94 - 2021 - 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.

10. Resolution No. 95 - 2021 - 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.

11. Resolution No. 96 - 2021 - 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.

12. Resolution No. 97 - 2021 - Surplus City Real Property Disposition Policy

A resolution establishing a policy for disposition of surplus real property.

Una resolución por la que se establece una política de disposición de bienes raíces excedentes.

13. Resolution No. 98 - 2021 - 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).

14. Resolution No. 99 - 2021 - 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)

15. Resolution No. 100 - 2021 - 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)

16. Resolution No. 101 - 2021 - 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

17. Resolution No. 102 - 2021 - 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.

18. Resolution No. 103 - 2021 - 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.

19. Resolution No. 104 - 2021 - 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.

20. Resolution No. 105 - 2021 - 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.

21. Resolution No. 106 - 2021 - Authorizing a Payment of Claim with Lizandra Cabrera

A resolution authorizing the City Manager to execute a payment of claim with Lizandra Cabrera in the amount of \$3,495.46

Resolucion que autoriza al Gerente de la Ciudad a ejecutar un pago de reclamo con Lizandra Cabrera por el monto de \$3,495.46

22. Resolution No. 107 - 2021 - Authorizing a Payment of Claim with Garrison Property & Casualty Insurance Company

A resolution authorizing the City Manager to execute a payment of claim with Garrison Property and Casualty Insurance Company, a subsidiary of USAA casualty insurance company, A/S/O Torrance Harvey in the amount of \$4,800.41

Resolucion que autoriza al Gerente de la Ciudad a ejecutar un pago de reclamo con Garrison Property and Casualty Insurance Company, un subsidiario de USAA compañía de seguros de accidente A/S/O Torrance Harvey por el monto de \$4,800.41

23. Resolution No. 108 - 2021 - Authorizing a Payment of Claim with Travelers Personal Insurance Company

A resolution authorizing the City Manager to execute a payment of claim with Travelers Personal Insurance Company A/S/O Caylena Cahill in the amount of \$3,528.48

Resolucion que autoriza al Gerente de la Ciudad a ejecutar un pago de reclamo con Travelers Personal Insurance Company A/S/O Caylena Cahill por el monto de \$3,528.48

24. Resolution No. 109 - 2021 - Authorizing a Payment of Claim with Wilfredo Rivera Jr.

A resolution authorizing the City Manager to execute a payment of claim with Wilfredo Rivera Jr. in the amount of \$3,400.00

Resolucion que autoriza al Gerente de la Ciudad a ejecutar un pago de reclamo con Wilfredo Rivera Jr. por el monto de \$3,400.00

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 92 - 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.: 93 - 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.: 94 - 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.: 95 - 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.: 96 - 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.: ____97____ - 2021

OF

APRIL 26, 2021

**A RESOLUTION ESTABLISHING A POLICY
FOR DISPOSITION OF SURPLUS REAL PROPERTY**

WHEREAS, the City of Newburgh periodically acquires real property through various means, some of which may not be not required or designated for municipal or public use, and designated as surplus real property; and

WHEREAS, the City Council of the City of Newburgh wishes to establish a uniform policy that provides details and procedures about how the City will offer surplus real property for sale to the general public in an open, transparent, and cost-effective manner; and

WHEREAS, this Council has reviewed the proposed “City of Newburgh Surplus Real Property Disposition Policy” and has determined that adopting this policy 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, hereby adopts the “City of Newburgh Surplus Real Property Disposition Policy”, a copy of which is annexed hereto and incorporated herein.

City of Newburgh Surplus Real Property Disposition Policy

The City of Newburgh (“City”) disposes of its surplus real property (defined as any real property owned by the City, but not required or designated by the City for municipal use) through the following methods and procedures:

GENERAL INFORMATION

Purpose

Promote principles that result in a beneficial, standardized, and transparent policy for the sale of City-owned surplus real properties. The City’s disposition policy seeks to:

- Encourage redevelopment of City-owned buildings and land.
- Recapture the City’s property tax loss.
- Strengthen the City’s tax base.
- Eliminate blight and revitalize neighborhoods.
- Expand homeownership opportunities, especially for City of Newburgh residents.

Public Information

All City-owned, surplus real property, is listed and published on the City’s website:

[https://www.cityofnewburgh-ny.gov/planning-development/pages/
buying-property-from-the-city-of-newburgh-ny.gov](https://www.cityofnewburgh-ny.gov/planning-development/pages/buying-property-from-the-city-of-newburgh-ny.gov)

The Department of Planning and Development (“Department”) also utilizes social media, flyers, and the Multiple Listing Service (“MLS”) to promote City properties for sale.

ELIGIBILITY FOR PURCHASE

Expression of Interest/Private Owner Development Application

All sales of City-owned property require prospective purchasers to complete a Private Owner Development Application (“PODA”). The PODA is the first step that a potential purchaser must take to indicate interest in viewing or acquiring a property. A prospective purchaser must answer all questions on the PODA, sign and date the application, provide the necessary financial documentation, include a detailed and accurate estimate of repair costs, and supply any other information, including but not limited to a credit report application, which may be relevant to the acquisition, upon request.

Viewing Property

Once the Department acknowledges receipt of a completed PODA, a prospective purchaser may make an appointment to inspect a property.

Inspection of properties listed through the Department shall be coordinated by the Department, and generally by the Department's Economic Development Specialist. Inspection of properties listed with the City's designated real estate broker (see below) shall be coordinated by the real estate broker. Inspection of properties listed through the Request for Proposals ("RFP") process shall be shown subject to the terms and conditions of the specific RFP.

Inspections of structures deemed unsafe to enter by the City of Newburgh Department of Code Compliance or by the Fire Chief shall not be permitted.

Qualified Purchasers

The City will only sell property to Qualified Purchasers. A prospective purchaser under any form of ownership (i.e. individual, joint, or part of a business entity) is considered a "Qualified Purchaser" if:

1. Purchaser is current on all municipal obligations for properties they own in the City of Newburgh. Municipal obligations include City/County taxes, School taxes, Installment Payment Agreements, water/sewer bills, and sanitation bills.
2. Purchaser must not have any outstanding tax or property-related liens (including Judgments of record) on any property in the City of Newburgh.
3. Purchaser must not have any open housing code violations or a substantial history of unremediated housing code violations.
4. Purchaser must have valid rental licenses for any rental property owned in the City of Newburgh.
5. Purchaser must have valid vacant building registrations for any vacant property owned in the City of Newburgh.
6. Purchaser may not own more than three (3) properties in the City of Newburgh that either have open permits or lack a valid Certificate of Occupancy.
7. Purchaser must not have been the subject of a completed, City of Newburgh tax foreclosure proceeding in the last seven (7) years.

Compliance with all of the preceding requirements will be determined by the Department only after receipt of a completed PODA. The Department may request additional information from prospective purchasers to confirm qualifications.

If the Department determines that a purchaser fails to meet any of the criteria above, purchaser shall have a maximum of 30 days from receipt of notice of non-qualification to cure any and all outstanding obligations and become a Qualified Purchaser.

PROPERTY DISPOSITION

The final and formal decision for disposition of any and all City-owned, surplus real property lies solely with the City Council. All property shall be disposed of by either a competitive or non-competitive process, as follows:

Competitive Process

Properties Offered For Sale through the Department

The Department markets certain City-owned properties which are not suitable for transfer through more conventional means (e.g. real estate brokerage listings, RFP process). These properties are either of low value, in poor or unsafe condition, or require specialized redevelopment experience. Examples include buildable vacant land parcels, parcels with “shell” buildings, and parcels with buildings that are structurally unsound or require substantial construction work to redevelop. These buildings generally would not qualify for a traditional mortgage.

The Department advertises these properties on the City’s website as they become available for no less than 30 days, during which time Qualified Purchasers may offer to purchase the property.

The minimum price for these properties is set at the current year’s assessed value.

Purchase proposals from Qualified Purchasers are evaluated based on the following minimum criteria:

- Offer price;
- Reasonableness of repair estimate;
- Demonstrated financial capacity to complete the purchase and rehabilitation;
- Renovation experience of the purchaser and/or purchaser’s contractor;
- Credit history.

All purchase proposals and any questions or comments about the property shall be directed to and through the Department.

The Department may reject applications that do not meet minimum criteria. The Department is not obligated to present a purchase proposal to the City Council from an applicant who is solely the first to submit a proposal. The Department may extend a time period in which purchaser proposals are received for any property (or properties) at its discretion. The Department is not

obligated to counteroffer any purchase proposals, including proposals that meet the minimum criteria.

The Department will recommend the most beneficial purchase proposal from the pool of Qualified Purchasers who submit proposals meeting the minimum criteria to the City Council for its review and approval.

Properties Marketed Through the City's Designated Real Estate Broker

The City Council, from time-to-time, may elect to contract with a New York State licensed real estate broker ("Broker") to market properties. The City Council engages a Broker to market certain City-owned properties in an effort to obtain higher prices for those properties using marketing techniques, including the Multiple Listing Service ("MLS") and the Broker's existing marketing network. The Department determines which properties will be marketed through the Broker's services. Properties marketed by the Broker are buildings that generally require less extensive rehabilitation work than those listed for sale through the Department, and many of the properties would typically qualify for a traditional mortgage.

All purchase proposals and any questions or comments about the property shall be directed to and through the Broker.

Purchase proposals from Qualified Purchasers submitted to the Broker will be conveyed to the Department and evaluated based on the following minimum criteria:

- Offer price;
- Reasonableness of the repair (if any);
- Demonstrated financial capacity to complete the purchase and rehabilitation;
- Credit history.

The Department may reject applications that do not meet minimum criteria. The Department is not obligated to present a purchase proposal to the City Council from an applicant who is merely the first to submit a proposal. The Department may extend a time period in which purchaser proposals are received for any property (or properties) at its discretion. The Department is not obligated to counteroffer any purchase proposals, including proposals that meet the minimum criteria.

The Department will recommend the most beneficial purchase proposal from the pool of Qualified Purchasers who submit proposals meeting the minimum criteria to the City Council for its review and approval.

Priority for Owner Occupants, City Residents, and City Employees for Properties Marketed Through the Department or Through the Broker

Properties marketed through the Department or the Broker will have "bonuses" applied to any bid prices of Qualified Purchasers who meet one or more of the following criteria:

1. City of Newburgh residents who reside in federally-subsidized housing units, or recipients of housing voucher assistance from a federal or state program will receive a 25% bonus in addition to any bid.
2. City of Newburgh residents who demonstrate proof of residency in the City of Newburgh for at least the past five years will receive a 20% bonus in addition to any bid.
3. Members of minority groups that have historically experienced housing discrimination (i.e. Black, Latinx, and Asian) will receive a 20% bonus in addition to any bid.
4. Persons whose area median income (“AMI”) met the “low income” or “very low income” thresholds from the prior tax year will receive a 20% bonus in addition to any bid.
5. A first-time homebuyer will receive a 15% bonus in addition to any bid.
6. Owner-occupant purchasers who agree to a 5-year owner occupancy restriction will receive a 10% bonus in addition to any bid. Owner-occupant purchasers who agree to a 10-year owner occupancy restriction will receive a 15% bonus in addition to any bid.
7. Full-time City of Newburgh employees (employed for at least one year) will receive a 5% bonus in addition to any bid.

Qualified Purchasers may be eligible for multiple bonuses.

No other bonuses, discounts, or credits will be awarded or applied pursuant to this policy.

If there are multiple qualified offers, the highest qualified offer (after bonus adjustments) will then be selected for recommendation to the City Council. However, the offered purchase price will remain the amount actually proposed by the purchaser, exclusive of bonuses.

If there is a tie for the highest qualified offer after bonus adjustments, the Department will give Qualified Purchasers who tied for the highest qualified offer an opportunity to submit another offer until the tie is broken.

Request for Proposals (RFP) and Brownfield Remediation Opportunities (BRO)

Requests for Proposals (“RFP”) and Brownfield Remediation Opportunities (“BRO”) allow the City of Newburgh to set specific development goals for targeted properties and/or redevelopment projects using the RFP process.

All RFP and BRO listings will be listed on the City's website, as well as Bidnet. These listings will state the greater of the property's appraised value (if available) or its assessed value, any requirements or preference for the use/reuse of the property, and the applicable evaluation criteria. The Department may convene an RFP committee to review certain listings. RFP committees may include a review and recommendation of the Mayor's Strategic Economic Development Committee ("SEDAC"), members of City staff, and/or potential stakeholders, as the Department deems appropriate.

Properties with known, listed, Brownfield contamination shall only be listed as a BRO, and in addition to all other RFP policies and submission criteria, shall include the following:

- The City Engineer shall be included on any RFP committee, review each proposal, and provide a weighted score equal to that any other person or entity reviewing the RFP;
- The scoring rubric must include, at a minimum, applicant's ability and experience managing brownfield programs, including familiarity with Brownfield Tax Credits and DEC and EPA laws and regulations.

The RFP committee shall evaluate each proposal according to the weighted criteria set forth in the RFP or BRO using a weighted scoring rubric.

At its discretion, the RFP committee can elect to ask all, none, or some of the applicants to provide written follow-up information in order to determine a score.

In the event of a tie, the RFP committee will re-evaluate and re-score the tied applications only. If two or more proposals remain tied after the re-evaluation process, such tied proposals shall be presented to the City Council for consideration.

The following criteria shall apply when only one qualified applicant submits a proposal for evaluation:

- Each RFP committee member will also indicate whether the applicant is "recommended" or "not recommended" for the project. If a majority of the committee members recommend the applicant, then the applicant's proposal will be presented to the City Council. If the committee members do not recommend the applicant, the RFP will be issued in the Department's discretion. The applicant will not be permitted to re-submit an application in substantially the same form for the same property in the event of an RFP re-issue.

The recommended project shall be presented in full to the City Council, along with the completed scoring rubric for all Qualified Proposals.

Non-Competitive or Limited Competitive Process

Side Lots/Non-Buildable Land

Side Lots are properties that do not meet the minimum lot area in the City's Zoning Code (see City of Newburgh Code of Ordinances, Chapter 300), and are adjacent to property that do meet minimum lot area requirements (a/k/a "primary lot"). A Qualified Purchaser who is also the owner of a primary lot may purchase a Side Lot for its current assessed value. Merger of a Side Lot and a primary lot may be required as a condition of sale.

Owner-occupant primary lot owners who are also Qualified Purchasers shall receive a 10% bonus in addition to any bid.

Separately, either a side lot or a non-buildable parcel (i.e. vacant land that is less than 1,750 square feet), may be purchased for assessed value and for use as a community garden, open space, or recreational area by a Qualified Purchaser that is also a not-for profit organization recognized and existing under New York State law.

Nominal and Discounted Pricing for Qualified Not-for-Profit Entities

Qualified not-for-profit entities, including not-for-profit religious and/or charitable organizations, engaged in activities in the City of Newburgh may request nominal or discounted pricing of property from the Department for projects that provide community benefits as further described below.

A qualified not-for-profit may propose a project on City property that meets the public benefit criteria below, and must detail the amount of discount needed to make the project both financially feasible and continually sustainable. The City will strive to apply a discount that is no greater than the minimum reduction necessary to make the project viable while capturing the greatest possible return for the City.

The following are eligible for nominal or discounted pricing:

- Open Space/Recreational Space: a use that creates a garden, open space, or recreational area for public use;
- Affordable, Mixed Income, and/or Workforce Housing
- Owner-occupied units
- Community-Benefiting Use

Newburgh Community Land Bank

The Newburgh Community Land Bank ("NCLB") is a quasi-governmental, not-for-profit organization. NCLB acquires properties in target areas, often from the City. These target areas and target properties are part of multi-year programs developed by the NCLB Board. These properties are conveyed for nominal value.

The NCLB presents updates to the City Council annually, including annual requests for property transfer.

Habitat for Humanity of Greater Newburgh

Habitat for Humanity of Greater Newburgh (“Habitat”) is a not-for-profit organization that creates homeownership opportunities for certain qualifying individuals. Habitat seeks to acquire properties from the City that are in harmony with Habitat’s mission. These properties are part of multi-year programs developed by Habitat. These properties are conveyed for nominal value.

Habitat presents updates to the City Council annually, including annual requests for property transfer.

RESOLUTION NO.: ____98____-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.: ____99____-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.: 100-2021

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.: 101 - 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.: 102 - 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.: 80 - 2020

OF

MARCH 19, 2020

**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, and Resolution No. 46-2019 of February 25, 2019, 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 2020 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.

I, Lorene Vitek, 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 3/19/20
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 20 day of March 2020

City Clerk

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2020, 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 23, 2020 to October 12, 2020

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.: 80-2020

MOUNTAIN VALLEY GUIDES LLC

By: _____
Bill Garrison

Approved as to form:

MICHELLE KELSON
Corporation Counsel

TODD VENNING
City Comptroller

RESOLUTION NO.: 103 - 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.

RESOLUTION NO.: 104 - 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.: 105-2021

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.

RESOLUTION NO.: 106 - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH LIZANDRA CABRERA IN THE AMOUNT OF \$3,495.46**

WHEREAS, Lizandra Cabrera. 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 Three Thousand Four Hundred Ninety-Five and 46/100 Dollars (\$3,495.46) 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 Lizandra Cabrera in the total amount of Three Thousand Four Hundred Ninety-Five and 46/100 Dollars (\$3,495.46) 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.

RESOLUTION NO.: 107 - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF
CLAIM WITH GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY,
A SUBSIDIARY OF USAA CASUALTY INSURANCE COMPANY,
A/S/O TORRANCE HARVEY IN THE AMOUNT OF \$4,800.41**

WHEREAS, Garrison Property and Casualty Insurance Company, a subsidiary of USAA Casualty Insurance Company, a/s/o Torrance Harvey 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 Four Thousand Eight Hundred and 41/100 Dollars (\$4,800.41) 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 Garrison Property and Casualty Insurance Company, a subsidiary of USAA Casualty Insurance Company, a/s/o Torrance Harvey in the total amount of Four Thousand Eight Hundred and 41/100 Dollars (\$4,800.41) 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.

RESOLUTION NO.: 108 - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF
CLAIM WITH TRAVELERS PERSONAL INSURANCE COMPANY
A/S/O CAYLENA CAHILL IN THE AMOUNT OF \$3,528.48**

WHEREAS, Travelers Personal Insurance Company a/s/o Caylena Cahill 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 Three Thousand Five Hundred Twenty-Eight and 48/100 Dollars (\$3,528.48) 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 Travelers Personal Insurance Company a/s/o Caylena Cahill in the total amount of Three Thousand Five Hundred Twenty-Eight and 48/100 Dollars (\$3,528.48) 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.

RESOLUTION NO.: 109 - 2021

OF

APRIL 26, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH WILFREDO RIVERA, JR. IN THE AMOUNT OF \$3,400.00**

WHEREAS, Wilfredo Rivera, Jr. 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 Three Thousand Four Hundred and 00/100 Dollars (\$3,400.00) 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 Wilfredo Rivera, Jr. in the total amount of Three Thousand Four Hundred and 00/100 Dollars (\$3,400.00) 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.