



City of Newburgh Council Work Session
Sesión de trabajo del Concejal de la
Ciudad de Newburgh
September 24, 2015

6:00 p.m.

AGENDA

1. Presentations:

- a. A presentation will be by Corporal Jack F. Marziliano, Single Marine Program President from the Marine Corps.

2. Engineering

a. Resolution No. 237- 2015

A resolution of the City Council of the City of Newburgh to declare itself Lead Agency under the State Environmental Quality Review Act (SEQRA) with respect to the Northeast Orange County Intermunicipal Water Supply Project. (Chad Wade)

b. Resolution No. 238- 2015

A resolution authorizing the City Manager to execute a license agreement with Precision Pipeline Solutions, LLC to allow access to City-owned property located 360 Liberty Street during a gas main replacement project on Liberty Street performed on behalf of Central Hudson Electric and Gas. (Chad Wade)

c. Resolution No. 239- 2015

A resolution authorizing the City Manager to accept a proposal and execute an agreement with McIntosh Controls Corp. D/B/A Smart Cover Systems for a remote reservoir level monitoring system at a cost of \$12,583.00.

d. Resolution No. 240- 2015

A resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for Professional Services related to asbestos, lead paint and microbial sampling and surveys in connection with a locker room renovation project in the public safety building.

e. Resolution No. 241- 2015

A resolution authorizing the City Manager to accept a proposal execute an agreement with Kenneth B. Salzmann, LS for Surveying Services at the City's reservoirs in the amount of \$1,300.00.

3. Agreements and Grants:

a. Resolution No. 242-2015

A resolution dedicating a portion of Chambers Street from Farrington Street to South Street as Julius H. Robinson, Sr. Avenue in honor of the City of Newburgh's first African-American plumber. (City Council)

b. Resolution No. 243-2015

A resolution authorizing the City Manager to enter into a license agreement with the Youth Empowerment Center for the first floor of 104 South Lander Street. (Mayor Kennedy)

c. Resolution No. 244-2015

A resolution authorizing the City Manager to accept a proposal from O'Connor Davies for an audit of the New York State Office of Parks, Recreation and Historic Preservation Clean Water/Clean Air Bond Act Program Grant Contract No. C569943 in connection with the Newburgh Landing and Waterfront Park Improvements Project amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer \$3,000.00 from general fund contingency to City Comptroller – Consultants Services. (John Aber)

d. Resolution No. 245- 2015

A resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to the Church of St. Mary to the premises known as 184 N. Miller Street (section 11, block 2, lot 23).

e. Placeholder Resolution No. 246-2015

Water St. option to purchase contract

4. Economic Development and Planning:

a. Resolution No. 247 -2015

A resolution amending Resolution No. 103-2015 of May 11, 2015 authorizing an amendment to the terms of sale and an extension of time to close title on the conveyance of real property known as 258 Liberty Street rear (Section 18, Block 6, Lot 29) at private sale to Dan Gilbert for the amount of \$500.00. (Deirdre Glenn)

b. Resolution No. 248- 2015

A resolution authorizing the award of a bid and the execution of a contract with Sun-Up Enterprises, Inc. for the Delano-Hitch Recreation Park Basketball Courts Improvements Project at a base bid cost of \$169,310.00. (Deirdre Glenn and Derrick Stanton)

5. Recreation:

a. Resolution No. 249 – 2015

A resolution authorizing the City Manager to accept donations in support of the Recreation Department's Traveling Sports Program.

6. Discussion Items:

- a. Spending and hiring freeze. (Councilwoman Holmes)

7. Executive Session:

- a. Proposed/Pending litigation/*Litigio Pendiente*

- b. Collective Bargaining

RESOLUTION NO. 237, 5015

OF

SEPTEMBER 28, 2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
TO DECLARE ITSELF LEAD AGENCY UNDER THE STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQRA) WITH RESPECT TO THE NORTHEAST
ORANGE COUNTY INTERMUNICIPAL WATER SUPPLY PROJECT**

WHEREAS, the City of Newburgh, the Town of Newburgh, and the Town of New Windsor (the “Municipalities”) share a particular interest in water supply and the prospects of constructing interconnections for drinking water supply and upgrading the City of Newburgh’s water treatment facility (the “Northeast Orange County Intermunicipal Water Supply Project” or the “Project”) which would serve the Municipalities and their customers including the Town of Cornwall and the Town of Marlboro and would provide a sustainable return on investment for all involved parties; and

WHEREAS, by Resolution No. 98-2015 of April 27, 2015, the City Council of the City of Newburgh declared its intent to serve as lead agency for the environmental review of the proposed Project pursuant to 6 NYCRR 617.6, classified the action as Unlisted for which a coordinated review is necessary, proposed to accept the environmental assessment form (“EAF”) annexed thereto, and authorized the City Manager to circulate the proposed EAF and letter of intent to the Involved and Interested Agencies; and

WHEREAS, on or about May 26, 2015, letters declaring the intent of the City Council of the City of Newburgh to serve as lead agency in the SEQRA review of the proposed Project were sent to all involved and interested agencies giving them thirty (30) days to respond as provided by the SEQRA regulations; and

WHEREAS, the only involved or interested agency to respond within said thirty (30) days was the Town of New Windsor, which objected by letter dated June 24, 2015, to the City Council of the City of Newburgh serving as lead agency in the SEQRA review of the proposed Project; and

WHEREAS, by letter dated August 26, 2015, the Town of New Windsor withdrew its objection to the City Council of the City of Newburgh serving as lead agency in the SEQRA review of the proposed Project, after the City of Newburgh agreed to make certain modifications in the EAF; and

WHEREAS, the New York City Department of Environmental Protection (“NYCDEP”) intends to provide funding for environmental and engineering studies and design and, subsequently,

construction of the Northeast Orange County Intermunicipal Water Supply Project in the form of two consecutive Intergovernmental Agreements (IGA's); and

WHEREAS, the first proposed IGA between NYCDEP and the City of Newburgh will be for funding the environmental review and design of the Project, which review and design is exempt from SEQRA under 6 NYCRR 617.5(c)(21), which exempts from review concurrent environmental, engineering and feasibility studies and preliminary planning and budgetary processes that do not commit the City to engage in or approve construction; and

WHEREAS, based upon the results of the overall environmental, engineering and design studies work, DEP has indicated it would be prepared to enter into a second IGA to fund the construction of the Project if approved by the Municipalities, which IGA will require environmental assessment under SEQRA;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh as follows:

1. That the City Council of the City of Newburgh declares that it will serve as the Lead Agency in the environmental review under SEQRA for the construction phase of the Project; and

2. That the City Manager is instructed to utilize the funds to be received from NYCDEP under the first IGA, in part, to research and develop the information necessary to provide a complete environmental review of the proposed Project, including the long-term safety and security of the City's water supply.

RESOLUTION NO.: ²³⁸_____ - 2015

OF

SEPTEMBER 28, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH PRECISION PIPELINE SOLUTIONS, LLC
TO ALLOW ACCESS TO CITY-OWNED PROPERTY LOCATED 360 LIBERTY STREET
DURING A GAS MAIN REPLACEMENT PROJECT ON LIBERTY STREET
PERFORMED ON BEHALF OF CENTRAL HUDSON ELECTRIC AND GAS**

WHEREAS, the Precision Pipeline Solutions has requested access to City-owned property located at 360 Liberty Street and identified as Section 12, Block 1, Lot 26, on the tax map of the City of Newburgh for the purpose of temporary storage of pipe, equipment and related material for a gas main replacement project for Liberty Street performed on behalf of Central Hudson Electric and Gas; and

WHEREAS, such access to the subject property is requested through November 1, 2015 and requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same 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 enter into the attached license agreement with Precision Pipeline Solutions to allow access to City-owned property located at 360 Liberty Street for the purpose of temporary storage of equipment and materials as a staging area for a gas main replacement project for Liberty Street performed on behalf of Central Hudson Electric and Gas.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and fifteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and PRECISION PIPELINE SOLUTIONS, LLC, a private business organization having an address at 617 Little Britain Road, Suite 200, New Windsor, New York 12553 and its consultants and sub-contractors, as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor on behalf of itself and its employees, agents and contractors 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:

Property identified as lands of the City of Newburgh, 360 Liberty Street, Section 12, Block 1, Lot 26 on the tax map of the City of Newburgh;

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

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

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property identified as 360 Liberty Street, Section 12, Block 1, Lot 26, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary and for the use of said property for the storage, parking, operation and management of vehicles, equipment and materials as a staging area for a gas main replacement project for Liberty Street performed on behalf of Central Hudson Electric and Gas.

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

Third: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor 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 Licensor as additional insured in a minimum coverage amount of One Million (\$1,000,000.00) Dollars.

Fourth: Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, contractors and/or consultants, Licensee and such agents, contractors and/or consultants shall name and/or treat and hold Licensor as additional insured under insurance coverage concerning Licensee's performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the later of November 1, 2015 or the completion of the project by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

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

Seventh: Without limitation to the general provisions of this Agreement, it is understood and agreed that said staging work shall be performed in substantially the location of 360 Liberty Street, Section 12, Block 1, Lot 26, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

Eighth: Licensee agrees to give Licensor no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

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

PRECISION PIPELINE SOLUTIONS, LLC

LICENSEE

By: _____
Name:
Title:

RESOLUTION NO.: ²³⁹_____ - 2015

OF

SEPTEMBER 28, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
MCINTOSH CONTROLS CORP. D/B/A SMART COVER SYSTEMS FOR
A REMOTE RESERVOIR LEVEL MONITORING SYSTEM
AT A COST OF \$12,583.00**

WHEREAS, the City of Newburgh wishes to accept a proposal and executed an agreement with McIntosh Controls Corp. d/b/a Smart Cover Systems to purchase and install a remote reservoir level monitoring system for the City's reservoirs known as Washington Lake and Brown's Pond; and

WHEREAS, Smart Cover Systems will provide the City with real-time continuous remote sensing, alarming devices, an easy-to-use web based interface, and long and short term data collection and analysis to improve the City's water and wastewater management; and

WHEREAS, the proposal includes the equipment, installation, monitoring and training at a cost of \$12,583.00 with such funding to be derived from F.8320.0208; and

WHEREAS, this Council has reviewed the same and has determined that accepting the proposal and entering into an agreement is 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 accept the proposal and to execute an agreement with McIntosh Controls Corp. d/b/a Smart Cover Systems for the purchase and installation of a remote reservoir level monitoring system at a cost of \$12,583.00.

RESOLUTION NO.: 240 - 2015

OF

SEPTEMBER 28, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR PROFESSIONAL SERVICES RELATED TO ASBESTOS, LEAD PAINT AND
MICROBIAL SAMPLING AND SURVEYS IN CONNECTION WITH
A LOCKER ROOM RENOVATION PROJECT IN THE PUBLIC SAFETY BUILDING**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) to perform limited bulk sampling of suspect Asbestos-containing Materials (ACM) and lead-paint and microbial surveys in connection with the conversion of a former closet area to a locker room shower located in the Public Safety Building; and

WHEREAS, the cost for these services will be \$1,646.00 which shall be derived from the 2013 BAN; 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 professional services related to asbestos, lead paint and microbial sampling and surveys in connection with this locker room renovation project located within the Public Safety Building.

RESOLUTION NO.: 241 - 2015

OF

SEPTEMBER 28, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL EXECUTE AN AGREEMENT WITH
KENNETH B. SALZMANN, LS FOR SURVEYING SERVICES
AT THE CITY'S RESERVOIRS IN THE AMOUNT OF \$1,300.00**

WHEREAS, the City of Newburgh intends to install remote reservoir level monitoring sensors at the City's reservoirs known as Washington Lake and Brown's Pond; and

WHEREAS, the installation of said sensors require that the City obtain new survey data for certain areas in and around the reservoirs; and

WHEREAS, the City has obtain a proposal from Kenneth B. Salzmnn, LS, to perform the survey services at a cost of \$1,300.00 with the funding for such services to be derived from F.8320.0208; and

WHEREAS, said work is appropriate and necessary to maintain and protect the water supply 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 accept a proposal and execute an agreement with Kenneth L. Salzmnn, LS, for land surveying services at the City's reservoirs at a cost of \$1,300.00.

RESOLUTION NO.: ²⁴²_____ - 2015

OF

SEPTEMBER 28, 2015

**A RESOLUTION DEDICATING A PORTION OF CHAMBERS STREET
FROM FARRINGTON STREET TO SOUTH STREET
AS JULIUS H. ROBINSON, SR. AVENUE
IN HONOR OF THE CITY OF NEWBURGH'S FIRST AFRICAN-AMERICAN PLUMBER**

WHEREAS, Julius H. Robinson, Sr. served with pride for 25 years with Local Union 269-Plumbers and Steamfitters; and

WHEREAS, Mr. Robinson, upon his retirement from the union, achieved the rank of master plumber in the City of Newburgh and started his own business, Julius Robinson Plumbing and Heating, in the early 1990s at 171 Chambers Street, becoming thereby the first African-American in our city to establish a plumbing enterprise here; and

WHEREAS, Mr. Robinson, over a lengthy and distinguished career, earned a reputation as a highly competent, compassionate, honest and indeed beloved plumber whose services were desired by residents of all races, ethnicities and religions; and

WHEREAS, Mr. Robinson was known for being available well beyond the hours of other workers in his profession; and

WHEREAS, Mr. Robinson also served as president of the City of Newburgh Examining Board of Plumbers; and

WHEREAS, Mr. Robinson inspired his son, Julius H. Robinson, Jr., to follow in his footsteps, that son learning the trade at the side of this great craftsman; and

WHEREAS, Julius H. Robinson Sr., passed away on Sept. 26, 2014, eliciting great sorrow as well as fond memories, among the residents of this City; and

WHEREAS, his son Julius H. Robinson, Jr., now carries on the work of his father in the same tradition of excellence;

NOW, THEREFORE, BE IT RESOLVED, that the portion of Chambers Street from Farrington Street to South Street in the City of Newburgh be renamed Julius H. Robinson Avenue, and that an unveiling of signage indicating this change be held, with appropriate ceremony, at a date to be designated by Mr. Robinson's family; and that a copy of this resolution be forwarded to Mr. Robinson's widow and other family members, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

RESOLUTION NO.: 243 - 2015

OF

SEPTEMBER 28, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE YOUTH EMPOWERMENT CENTER FOR THE
FIRST FLOOR OF 104 SOUTH LANDER STREET**

WHEREAS, the Youth Empowerment Center (YEC) has expressed an interest in using the first floor of the building located at 104 South Lander Street to establish a location for providing youth programs and services; and

WHEREAS, allowing the YEC to use the first floor of the building located at 104 South Lander street will require a license agreement, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license agreement and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

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 attached license agreement with the Youth Empowerment Center for the use of the first floor of 104 South Lander Street in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the Interim City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

LICENSE AGREEMENT

This Agreement made this _____ day of _____ 2015, between the CITY OF NEWBURGH, a municipal corporation having its principal offices at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "LICENSOR" or "CITY) and YOUTH EMPOWERMENT CENTER, a domestic corporation organized and existing under the Not-For-Profit Corporation Law of the State of New York, having an address of P.O. Box 1755, Newburgh, New York 12550 (herein referred to as "LICENSEE" or "YEC").

WITNESSETH:

WHEREAS, LICENSOR owns property located at 104 South Lander Street, Newburgh, New York, hereinafter referred to as the "PREMISES"; and

WHEREAS, LICENSEE desires the license or privilege of gaining access to the Premises for the purpose of providing youth programs and services; and

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

NOW THEREFORE, in pursuance of said agreement and in consideration of ONE AND NO/100 (\$1.00) DOLLAR paid by LICENSEE to LICENSOR, receipt of which is hereby acknowledged and of the mutual covenant, agreements, conditions, and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

1. PREMISES:

LICENSOR does hereby grant unto LICENSEE use and occupancy of the Premises for the purpose of providing youth programs and services according to the terms and conditions as hereinafter provided.

2. TERM:

The license granted hereunder shall be for a term of one (1) year, commencing upon the date this Agreement is properly executed by both parties, unless earlier terminated by either or both parties as provided herein.

3. CONSIDERATION:

The consideration shall be ONE AND NO/100 (\$1.00) DOLLAR payable by LICENSEE to LICENSOR upon execution of this License Agreement, and all such other covenants, promises and understandings provided herein.

4. USE AND OCCUPANCY:

- A. LICENSEE shall use and occupy the Premises in a careful, safe and proper manner, and shall not occupy or use said premises or permit the same to be occupied or used for any purpose or business which is unlawful and shall comply with all lawful requirements of all current laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the Premises and according to the following conditions:
 - i. All employees, volunteers, interns and other personnel of LICENSEE shall comply with City of Newburgh security policies and procedures and will be issued City of Newburgh identification badges which must be displayed at all times while in and on City property;
 - ii. Licensee's access to the Premises shall be Thursday, Friday and Saturday each week from 1:00 pm until 1:00 am.
 - iii. Licensee may provide youth programs on Thursday, Friday and Saturday each week from 3:00 pm to 12:00 am. However, no program for teenage youth may begin before 5:00 pm on Thursday and Friday.
 - iv. Licensee shall provide its own security.
- B. LICENSOR shall notify LICENSEE when other organizations are scheduled for the approved use of the PREMISES.

5. REPRESENTATIONS OF LICENSEE:

LICENSEE represents and warrants:

- A. That it is duly organized and existing under the laws of New York State;
- B. That it is financially solvent;
- C. That it is experienced and competent to perform the type of work and to provide the programs and services to be furnished by it;
- D. That it is familiar and in compliance with all federal, state, municipal and department laws, ordinances and regulations that apply to the work or programs or services or to those employed or engaged therein, including but not limited to volunteers and interns;
- E. That all of its employees, volunteers and interns have been screened and subject to the same pre-employment practices to which the City subjects its own employees, volunteers and interns; and
- F. That it has procured and paid for all permits and licenses necessary for the work, programs and services to be rendered hereunder.

6. INSURANCE:

- A. LICENSEE shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as

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

B. LICENSEE shall not occupy the Premises or commence work or programs or provide services under this Agreement until it has obtained the following insurance required under this article and such insurance has been approved by the City:

1. Worker's Compensation - Statutory

2. General Liability and Property Damage Insurance - LICENSEE shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it 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:

- a. 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.
- b. Property Damage Insurance in an amount not less than \$500,000.00 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 contract.

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 and not later than three (3) days after the date of such accident.

7. INDEMNITY AND SAVE HARMLESS AGREEMENT:

A. It is hereby mutually covenanted and agreed that the relation of the LICENSEE 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, whether or not the LICENSEE, its agents or employees have been negligent. The LICENSEE shall hold and keep the CITY free and discharged of and

from any and all responsibility and liability of any sort or kind. The LICENSEE shall assume all responsibility for risks or casualties of every description, for loss, death or injury to persons or property arising out of the nature of the performance, other than those wholly caused by Acts of God or conditions pre-existing this license. 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.

- B. 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.
- C. 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.

8. IMPROVEMENT AND MAINTENANCE:

- A. LICENSOR shall maintain the Premises in good repair and conditions, supply utilities including heat, air conditioning, light, ventilation, sanitation, trash removal during the term of this Agreement.
- B. LICENSEE shall not install any equipment or replace any locks and shall not make any alterations to the Premises without the express written permission of the City Manager of the City of Newburgh.
- C. LICENSOR shall provide LICENSEE with two (2) keys to the front door of the PREMISES and a code to the security alarm; and shall permit LICENSEE to store items and supplies in the rear closet.
- D. LICENSEE shall maintain the Premises in a clean and orderly condition; shall provide their own clean up service; surrender the Premises in the same state and condition as it was at the commencement of LICENSEE's use and occupancy.

9. LICENSOR'S RIGHT TO TERMINATE AGREEMENT:

LICENSOR shall have the right to terminate this Agreement under the following conditions:

- a. LICENSEE fails or refused to perform any of its obligations under this Agreement; or
- b. LICENSEE fails to comply with all applicable laws, regulations or ordinances; or
- c. LICENSEE commits a substantial violation of any provision of this Agreement.

LICENSOR, at its sole discretion, and, with or without cause, may without prejudice to any other remedy it may have by seven (7) days written notice to the LICENSEE terminate the Agreement.

10. ADDRESSEES FOR PURPOSES OF NOTICE:

All notices, requests, demands, approvals or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to City:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: City Manager
With copies to:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: Corporation Counsel
If to YEC:	Youth Empowerment Center P.O. Box 1755 Newburgh, NY 12550 Attn: Deronica Austin

With copies to:

Attn:

11. ENFORCEABILITY:

Should any provision of this Agreement be deemed unenforceable for any reason, the remainder of this Agreement shall continue in effect so long as the purpose of this Agreement is not nullified by the absence of such provision.

12. NON-ASSIGNMENT:

LICENSEE shall not have the right to assign this Agreement without prior written approval of LICENSOR.

13. INVALIDITY OF PROVISIONS:

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

14. HEADINGS:

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, or in any way affect this Agreement.

15. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or part unless such agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have signed
this Agreement below.

(date)

CITY OF NEWBURGH, LICENSOR

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

(date)

LICENSEE

By: _____

RESOLUTION NO: 244-2015

OF

SEPTEMBER 28, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL FROM O'CONNOR DAVIES FOR AN AUDIT OF THE NEW YORK
STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION CLEAN
WATER/CLEAN AIR BOND ACT PROGRAM GRANT CONTRACT NO. C569943
IN CONNECTION WITH THE NEWBURGH LANDING AND WATERFRONT PARK
IMPROVEMENTS PROJECT AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$3,000.00 FROM GENERAL FUND CONTINGENCY
TO CITY COMPTROLLER - CONSULTANTS SERVICES**

WHEREAS, by Resolution No. 156-99 of August 16, 1999, the City Council of the City of Newburgh authorized the application for funding the New York State Office of Parks, Recreation and Historic Preservation under Title 9 of the New York State Environmental Protection Act of 1993 or Title 3 of the Clean Water/Clean Air Bond Act, and upon the approval of such application, the execution of a project agreement with New York State for the Newburgh Landing and Waterfront Parks Improvement Project; and

WHEREAS, the City was awarded funding and signed an agreement, which is designated Contract No. C569943; and

WHEREAS, the City now seeks to close out the grant contract and the OPRHP requires an audit of the revenues and expenditures incurred under the grant contract; and

WHEREAS, the City has obtained a proposal from O'Connor Davies at a cost of \$3,000.00 to perform such auditing services with such funding to be derived from A1315.0445; and

WHEREAS, this Council finds that accepting the proposal for the purpose of closing out the grant 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 is hereby authorized to accept a proposal for auditing services from O'Connor Davies at a cost of \$3,000.00 in connection with the close-out of the New York State Office of Parks, Recreation and Historic Preservation Clean Water/Clean Air Bond Act program grant contract no. C569943; and

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

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$3,000.00	
A.1315.0455 City Comptroller Consultants Services		<u>\$3,000.00</u>
TOTALS:	\$3,000.00	\$3,000.00

RESOLUTION NO.: ²⁴⁵_____ -2015

OF

SEPTEMBER 28, 2015

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO THE CHURCH OF ST. MARY
TO THE PREMISES KNOWN AS 184 N. MILLER STREET
(SECTION 11, BLOCK 2, LOT 23)**

WHEREAS, on May 3, 2001, the City of Newburgh conveyed property located at 184 N. Miller Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 2, Lot 23, to the Church of St. Mary; and

WHEREAS, the Church of St. Mary, by its attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development 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 184 N. Miller Street, Section 11, Block 2, Lot 23, 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 May 3, 2001, from the CITY OF NEWBURGH to THE CHURCH OF ST.MARY, recorded in the Orange County Clerk's Office on May 10, 2001, in Liber 5519 of Deeds at Page 268 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: _____, 2015

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2015

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

On the _____ day of _____ in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, 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.: 247 - 2015

OF

SEPTEMBER 28, 2015

**A RESOLUTION AMENDING RESOLUTION NO. 103-2015 OF MAY 11, 2015
AUTHORIZING AN AMENDMENT TO THE TERMS OF SALE AND AN EXTENSION OF
TIME TO CLOSE TITLE ON THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 258 LIBERTY STREET REAR (SECTION 18, BLOCK 6, LOT 29)
AT PRIVATE SALE TO DAN GILBERT FOR THE AMOUNT OF \$500.00**

WHEREAS, by Resolution No. 103-2015 of May 11, 2015, the City Council of the City of Newburgh authorized the sale of real property known at 258 Liberty Street Rear, more accurately described as Section 18, Block 6, Lot 29 on the official tax map of the City of Newburgh, to Dan Gilbert upon receipt of the purchase price of \$500.00; and that said purchase price must be paid no later than July 10, 2015, and in accordance with certain terms and conditions of sale; and

WHEREAS, the purchaser has requested a modification of the terms of sale and requested additional time to close title and the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to modify the terms of sale and to extend the time to close title;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No. 103-2015 of May 11, 2015 is hereby amended to extend the time to close title on the sale of 258 Liberty Street Rear to Dan Gilbert until November 30, 2015; and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the purchase price of \$500.00; and that said purchase price must be paid no later than November 30, 2015, and in accordance with the amended terms and conditions of sale as annexed hereto and made part hereof; and

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

Terms and Conditions Sale

258 Liberty Street Rear, City of Newburgh (18-6-29)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to partially demolish and rebuild a storage area on the property in compliance with all State, County and Local standards within twelve (12) months of the date of the deed. Within such twelve (12) month time period the purchaser must obtain all permits necessary to complete said demolition and reconstruction. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the twelve (12) month period. If the purchaser has not complied with the deed provisions regarding the demolition and reconstruction of said storage area and obtained a Certificate of Compliance/Completion 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 Compliance/Completion is issued. A written request made to the City Manager for an extension of the twelve (12) month 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 demolish and rebuild said structure of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The Purchaser is currently the owner of adjacent parcel identified as 258 Liberty Street, Section 18, Block 6, Lot 28, and will combine both parcels as one lot of record within one (1) year of the date of conveyance.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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 on or before November 30, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any

deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 248 - 2015

OF

SEPTEMBER 28, 2015

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND
THE EXECUTION OF A CONTRACT WITH SUN-UP ENTERPRISES, INC.
FOR THE DELANO-HITCH RECREATION PARK BASKETBALL COURTS
IMPROVEMENTS PROJECT AT A BASE BID COST OF \$169,310.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the Delano-Hitch Recreation Park Basketball Courts Improvements Project (the "Project"); and

WHEREAS, the Project involves repair and resurfacing of the basketball courts located within the Delano-Hitch Recreation Park; and

WHEREAS, bids have been duly received and opened and Sun-up Enterprises is the low bidder; and

WHEREAS, funding for such project shall be derived from Community Development Block Grant funds; and

WHEREAS, this Council has determined that awarding such bid and entering into a contract with Sun-Up Enterprises, Inc. is 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 bid for the Delano-Hitch Recreation Park Basketball Courts Improvements Project at a base bid cost of \$169,310.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: ²⁴⁹_____ -2015

OF

SEPTEMBER 28, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE
RECREATION DEPARTMENTS TRAVELING SPORTS PROGRAM**

WHEREAS, the City of Newburgh Recreation Department will be establishing a traveling sports program; and

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

WHEREAS, the funds will be used to pay for tournaments for the travel teams which will make sure that everyone has an opportunity to play on these teams and compete against the highest level of competition; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support of the Recreation Department's traveling sports program.