



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.



STATEMENT OF WORK

Project Name:	City of Newburgh 2021 01 Wireless Feasibility Study	Seller Representative: Greg Nellis +1 (847) 968-9315 gregnel@cdwg.com
Customer Name:	CITY OF NEWBURGH	
CDW Affiliate:	CDW Government LLC	
Subcontractor:	Lets Think Wireless, LLC	Solution Architect:
SOW Created Date:	January 21, 2021	
Drafted by:	Dana Warren	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and CITY OF NEWBURGH (“**Customer**,” and “**Client**,”).

This SOW shall be governed by the GSA Federal Supply Schedule, Contract IAW GSA Schedule 47QTCA18D004K (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

INTRODUCTION

Provider will provide a feasibility study looking at the viability, use cases, and costs of a CBRS wireless network for Newburgh, NY.

This study will review the use cases and deployment scenarios for a public access network with consideration for future public safety and public services applications. There is an immense buzz around connectivity, smart cities, next generation networks, and our larger connected world. Based on the information collected and recommendations made, the intention is to provide an idea what this will mean for Newburg, what costs are associated with it, and identify future proposes for the network.

PROJECT OVERVIEW

The feasibility study will begin with a kickoff meeting with City stakeholders, then a review of the existing network assets of the City (wireless and wired), a use case review based on the stakeholder feedback and industry offerings, budgetary design generation, and report generation.

PROJECT KICKOFF AND STAKEHOLDER REVIEW

Provider will coordinate with the designated City personnel to schedule an introductory meeting between the project team and City stakeholders. This meeting will include team introductions, scope review for day one and future network goals, stakeholder concerns and goals, timeline review, and a review of the deliverables to be provided at completion of the feasibility study.

REVIEW AND ANALYSIS OF CURRENT COMMUNICATIONS INFRASTRUCTURE AND DEVICES

Provider personnel will work with appropriate stakeholder personnel to identify all existing records of City owned or controlled infrastructure, as well as inventories of all current on-network devices, radio assets, and other equipment. This information will be aggregated to provide a single tabular view of what is deployed today so economies of scale can be determined, as well as mapped out for use in determining potential network investments and locations for equipment.

RF SURVEY AND ANALYSIS

The first step in this process will be to perform a drive test of the City utilizing RF scanning equipment and software to determine a current picture of the RF environment. After the drive test is complete the information will be post-processed and overlaid onto maps and/or tables for analysis.

The analysis of this data will be key to determining the best solutions for a mesh network. Potential sources of interference and existing technology congestion will be reviewed and assessed. This information will be presented for review and as support for the recommendations.

USE CASE REVIEW AND ASSESSMENT

From the insights collected from the introductory meeting and subsequent interviews, the data collected relating to the existing infrastructure and RF environment, Provider will review industry equipment and solution providers, their solutions and opinions to continue the use case review and assessment. Industry trends and emerging technologies will be weighed in this assessment in order to make the options presented future ready and scalable to the growing needs of a connected municipality.

The results of the collected data and interviews will be used to determine the most effective and cost conscience system proposals for budgetary review and analysis. Pros and cons of each network and the potential equipment and services that could be supported will be presented for future use in the City's decision making process.

BUDGETARY SYSTEM DESIGNS

In order to determine budgetary numbers and potential returns on investment Provider will be assembling design options that are intended to address the needs of the City based on the findings of the analysis above. The designs will be rough orders of magnitude. The design will include conceptual design and product recommendations based on the needs and findings of the assessment. A finished bill of materials will not be provided at this time.

REPORT GENERATION AND PRESENTATION

The data gathered, analysis performed, use cases and designs presented, as well as the financial analysis will be compiled into a cohesive document that can be utilized by the City stakeholders to determine how to proceed with network decisions. Provider will also present these findings to the stakeholders and be available to answer questions and provide clarifications.

ASSUMPTIONS

- Pricing assumes that Provider will have access to the required network device information in order to make informed recommendations
- Pricing assumes that the scope above is acceptable and any out of scope studies or analysis will be handled via mutually agreed upon change order

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
 - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
 - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
 - External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$25,267.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Signed SOW	50%	\$12,633.50
Completion of Work	50%	\$12,633.50
Totals	100 %	\$25,267.00

EXPENSES

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Travel time will not be billed for this project.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

Any Contractor travel required in the performance of this SOW must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. All travel will be agreed upon with the client prior to CDW-G’s travel.

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.

QuES & T

Quality Environmental Solutions & Technologies, Inc.

April 3, 2021

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris, PE

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: 492 Broadway, Newburgh, NY 12550 (West End Firehouse)
Request for Proposal – Limited Pre-Construction Asbestos Survey

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. **Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached proposal to perform a Limited Pre-Construction Asbestos Survey at 492 Broadway, Newburgh, NY 12550.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T's** extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Rudy Lipinski - LEED® AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

LIMITED PRE-CONSTRUCTION ASBESTOS SURVEY
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
At
WEST END FIREHOUSE
492 Broadway
Newburgh, NY 12550

QuES&T agrees to provide the following services:

LIMITED PRE-CONSTRUCTION ASBESTOS SURVEY

- Provide licensed NYS/AHERA Asbestos Inspector(s) to perform a Limited Pre-Construction Asbestos Survey in compliance with the requirements of Title 12 NYCRR Part 56 and 29 CFR 1926.1101 throughout accessible interior & exterior areas of the West End Firehouse, located at 492 Broadway, Newburgh, NY 12550.
- **QuES&T** will review and incorporate previous sampling data for the building that meets the current regulations for asbestos bulk sampling.
- Perform collection and analysis of suspect friable material using Polarized Light Microscopy (PLM) analytical protocols.
- Perform collection and analysis of suspect non-friable organically bound material using both Polarized Light Microscopy-NOB (PLM-NOB) and Confirmatory-QTEM analytical protocols.
- Perform collection and analysis of vermiculite-containing surfacing materials using Surfacing Materials with Vermiculite (SM-V) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM/PLM-NOB/QTEM/SM-V).
- Documentation of all analytical laboratory certifications.
- Preparation of one (1) Final Asbestos Report identifying hazardous materials, estimated quantities, locations, types and/or conditions.

LIMITED PRE-CONSTRUCTION ASBESTOS SURVEY

for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
At
WEST END FIREHOUSE
492 Broadway
Newburgh, NY 12550

COST ESTIMATE

➤ **LIMITED PRE-CONSTRUCTION ASBESTOS SURVEY**

Inspection Labor (2 Inspectors, 1 Day @ \$500/day per inspector)	\$ 1,000.00
QTEM/PLM Bulk Sample Analysis – 20 @ \$41/layer	\$ 820.00*
PLM Bulk Sampling Sample Analysis – 40 @ \$16/layer ^A	\$ 640.00*
1 – Final Asbestos Report w/SmartDraw Drawings	\$ 250.00
Travel & Misc. Materials	\$ 50.00
Estimated Total	\$ 2,760.00

A. *As per the testing requirements, for surfacing materials, set forth in the NYSDOH communication, dated May 6, 2016, if vermiculite is present (regardless of the amount), one of the two approved methods must be used for the detection and quantitation of asbestos content.*

If Vermiculite is detected, within surfacing materials sampled (NYS ELAP 198.1), as per the NYSDOH guidelines, samples will be analyzed in conformance with NYS ELAP 198.8. Sample analysis is \$300/sample analyzed on a two-week turnaround time.

Prior to sample analysis, the lab will notify **QuES&T** the number of samples containing vermiculite, who in turn will review associated costs with the **City of Newburgh** for approval to move forward with analysis.

NOTES:

1. Lab analysis pricing based on Standard 5-Business Day Turnaround (TAT).
2. Client shall be charged for actual samples analyzed and services rendered.
3. TAT commences upon laboratory receipt of samples and excludes weekends/holidays.

- **QuES&T** shall perform all inspections visually; using reasonable care and judgment. Localized demolition will be performed to access representative concealed surfaces, as practicable. **Client/ Representatives** recognize & agree that ACM concealed within structural components & accessible only through extensive mechanical or structural demolition may not be identified as part of this survey.
- **QuES&T** shall not be responsible for damage caused to building finishes, surfaces or equipment by sampling. Responsibility and cost for repair of damaged building finishes, surfaces and equipment shall be by **Client / Representatives**.
- **QuES&T** will exercise reasonable caution to minimize disturbance of ACM during the inspection process. However, clean-up of ACM disturbed or dislodged during the inspection process shall be the responsibility of **Client / Representatives**.
- **Client / Representatives** shall be responsible for providing immediate access into all inspection areas and securing same upon completion of inspection activities.
- Inspection work to be conducted upon receipt of written Notice to Proceed and/or associated Purchase Order Number.
- Inspection work to be conducted during normal weekday business hours (Mon–Fri, 9am–5pm). **Client / Representatives** will provide access to all respective buildings concurrently.

Payment Terms: Payment Shall Be Net 15 Days; Following Delivery Of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

By _____
Signature Print Name & Title Date

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

SECTION 00 63 63

CHANGE ORDER

PIN 8761.91 - Liberty Street Streetscape and Sidewalk Improvements

BID No. 3.20

City of Newburgh, New York

Change Order No.: 1 Date: February 18, 2021

Date of Issuance: _____ Effective Date: _____

OWNER: City of Newburgh

OWNER's Contract No.: Bid No. 3.20

CONTRACTOR: Consorti Bros. Paving and Sealcoating Inc.  ENGINEER: Maser Consulting, P.C.

You are directed to make the following changes to the Contract Documents

Description: Alteration of total Contract Price and start date

Reason for Change Order: Verification bid tabulation / desire for spring construction

Attachments: Bid verification tabulation, etc. / delayed start letters

CHANGE ORDER IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times

\$ 749,395.00

Substantial Completion: 90 days

days or dates

Net change from previous Change Orders

Net change from previous Change Orders

No. n/a to

No. n/a to

\$ n/a

\$ n/a

Contract price prior to this Change Order:

Contract Times prior to this Change Order

\$ 749,395

Substantial Completion: 90

days or dates

Net increase (decrease) of this Change Order:

Net increase (decrease) of this Change Order:

\$ (85,068)

n/a

days

Contract price with all approved Change Orders:

\$ **664,327.00**

Contract times with all approved Change Orders:

Substantial Completion: **July 14, 2021**

date

This Change Order represents full and complete compensation for all costs relative to the change itself and all other impacts on the project. CONTRACTOR hereby acknowledges that it has considered and priced into this Change Order impacts beyond the scope of the individual Change Order and waives all claims otherwise.

RECOMMENDED:

By: _____
ENGINEER (Authorized Signature)

APPROVED:

By: _____
OWNER (Authorized Signature)

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Date: _____

ACCEPTED:

BY: _____
NYSDOT (Authorized Signature)

Date: _____

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK**

Region #: 08	DL 35808	County/Countries: Orange	Date: March 17, 2021
Contract Description: P.I.N #8761.91 Liberty Street Streetscape and Sidewalk Improvement			
Engineer-in-Charge: Bobby J Graham II		Field Office Fax:	
Contractor: Consorti Brothers Paving & Sealcoating, Inc.			
Is Contract FHWA RFA or NCA?	☐ Yes ☒ No	FHWA Concurrence Obtained?	☒ Yes ☐ N/A
Municipal/Local Share Involvement?	☒ Yes ☐ No	Sufficient Funding in Place?	☒ Yes ☐ No
Proposed Work within the Contract Limits?	☒ Yes ☐ No	Proposed work within the Contract Scope?	☒ Yes ☐ No
Significant Change?	☐ Yes ☒ No	Has Project Manager been Notified?	☒ Yes ☐ No
Contract Bid Amount: \$664,327.00		Contract Current Amount: \$0.00	
Estimated Increase Due to this Change:			
Description of Proposed Extra Work: As per the Standard Specification, this Change Order is an extension of time from the Prime Contractor (Consorti Brothers Paving & Sealcoating, Inc.) letter dated February 22, 2021 (see attached letter), concerning the aboved referenced project. The Contractor expressed concerns related to the severity of the winter weather and the effects on the construction schedule previously extended to March 1, 2021. The City of Newburgh then reviewed and approved (see attached letter) the above request from an extension of time to Consorti Brothers Paving & Sealcoating, Inc. to postpone the start of construction until April 15, 2021, therefore the completion date will be July 14, 2021 (90 days as per contract proposal).			

Items Included in Description of Proposed Extra Work

Item No.	Description	Unit of Measure	Original Bid Quantity	Authorized To Date Quantity	Added Quantity	Price Type	Unit Price

☒ AEW has a value less than \$20,000 ☐ AEW has a value between \$20,000 and \$50,000 ☐ AEW has a value greater than \$50,000

Estimated AEW Total :

RECOMMENDED:

Date: _____

APPROVED:

Date: _____



CITY OF NEWBURGH

Office of the Engineer
83 Broadway, Newburgh, New York 12550
Voice: (845) 569-7446 / Fax: (845) 569-7349
www.cityofnewburgh-ny.gov

Jason C. Morris, P.E.
City Engineer
jmorris@cityofnewburgh-ny.gov

Zakia R. Alam
Junior Civil Engineer
zalam@cityofnewburgh-ny.gov

Elizabeth Garrison
Administrative Assistant to the City Engineer
egarrison@cityofnewburgh-ny.gov

Chad M. Wade, R.L.A.
Assistant City Engineer
cwade@cityofnewburgh-ny.gov
Thomas Jenkins
Engineering Technician
tjenkins@cityofnewburgh-ny.gov

December 30, 2020

Consorti Bros. Paving & Sealcoating Inc.
Matthew Consorti, Vice President
208 South Plank Road
Newburgh, New York 12550

Re: PIN 8767.91 Liberty Street Streetscape Improvements

Dear Mr. Consorti:

Our office is in receipt of your letter dated November 20, 2020, concerning the referenced project. In that letter, you have expressed concerns related to the COVID Pandemic and its effect on the construction schedule initially anticipated.

Orange County has been mandated a Yellow Zone by the Governor and it seems to be trending towards an elevation to Orange. Additionally, the City has implemented its Departmental specific Covid response plans until further notice. In light of the current situation in conjunction with you indicating suppliers are being affected, the City is prepared to issue a temporary shutdown of the project until March 1, 2021. At that time, our office shall reevaluate the COVID pandemic in Orange County along with the weather.

We recommend that you continue to work on submission and approval of submittals with Bobby Graham of Maser Consulting, P.C. and the ordering of materials so that construction may begin immediately on March 15, 2021.

Sincerely,

Chad M. Wade, R.L.A.
Assistant City Engineer

CC via email:
Jason Morris P.E., City Engineer
Paul Nolan, P.E., Maser Consulting

Frank McLaughlin, Maser Consulting, P.C.
Bobby Graham, Maser Consulting P.C.



CITY OF NEWBURGH

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City Engineer
jmorris@cityofnewburgh-ny.gov

Zakia R. Alam
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zalam@cityofnewburgh-ny.gov

Elizabeth Garrison
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egarrison@cityofnewburgh-ny.gov

Chad M. Wade, R.L.A.
Assistant City Engineer
cwade@cityofnewburgh-ny.gov

Thomas Jenkins
Engineering Technician
tjenkins@cityofnewburgh-ny.gov

March 3, 2021

Consorti Bros. Paving & Sealcoating Inc.
Matthew Consorti, Vice President
208 South Plank Road
Newburgh, New York 12550

Re: PIN 8767.91 Liberty Street Streetscape Improvements

Dear Mr. Consorti:

Our office is in receipt of your letter dated February 22, 2021, concerning the referenced project. In that letter, you have expressed concerns related to the severity of the winter weather and its effect on the construction schedule previously extended to March 1, 2021.

As of the date of this letter, there is significant snow still present along the street curb line throughout the City. At this time the City is prepared to postpone the start of construction until April 15, 2021

We recommend that you continue to work on submission and approval of submittals with Bobby Graham of Maser Consulting, P.C. and the ordering of materials so that construction may begin immediately on March 15, 2021.

Sincerely,

Chad M. Wade, R.L.A.
Assistant City Engineer

CC via email:

Jason Morris P.E., City Engineer
Paul Nolan, P.E., Maser Consulting
Frank McLaughlin, Maser Consulting, P.C.
Bobby Graham, Maser Consulting P.C.

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.

April 12, 2021

Mr. Jason C. Morris, P.E. City Engineer
Office of the Engineer
83 Broadway
Newburgh, NY 12550

*Re: Consolidated Iron and Metal Site – Annual Sampling & Reporting
EPA Site Number: NY0002455756
NYSDEC Site Number: 336055
Project #: 41548.00*

Dear Mr. Morris,

Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (Chazen) has completed your 2020 groundwater monitoring and site inspection, and is prepared to assemble your 2020 Project Review Report (PRR). The groundwater sampling results include an unexpected presence of SVOCs in well MW-3, MW-7, and MW-8 and elevated lead (Pb) in MW-8.

We have discussed these results with you and agreed that confirmatory sampling is warranted, to examine the potential for repeatability and persistence of these results.

Chazen will sample wells MW-3, MW-7 and MW-8 on April 13, 2021 and anticipates receipt of results in time to file your PRR report meeting the required May 31 submission deadline. Our approximate Time and Materials budget for 3 additional SVOC samples and one new lead (Pb) sample will be in the range of \$600, plus or minus.

You have given us authorization to proceed with this work today via email. This letter is presented in support of City Council supplemental authorizations, belows. Thank you for the opportunity to continue service to the City of Newburgh. As always, please contact me directly at 914 456-1095 or rum@chazencompanies.com

Sincerely,



Russell Urban-Mead, P.G.
Senior Hydrogeologist / VP, Environmental Services

cc: Kevin McGrath, PG and Eric Orlowski, PG.

Authorizing Signatures

Dates

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.

SERVICES AGREEMENT

This **Services Agreement** (the “Agreement”) is made this ____ day of _____ 2021, between:

- 1) **City of Newburgh**, a municipal corporation with its principal place of business at 83 Broadway, Newburgh, New York 12550 (hereinafter the “Client”); and
- 2) **Inframark, LLC**, a Texas limited liability company with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the “Operator”).

BACKGROUND

The Client desires to procure the installation of headwork’s lighting for the wastewater treatment plant (“Facilities”) and the Operator desires to provide said installation services to the Client.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM

- 1.1 This Agreement shall commence on _____, 2021 (“Commencement Date”) and shall remain in full force and effect until the Services set forth herein are completed, unless terminated earlier under Section 5 below.

2) OPERATOR’S SERVICES

- 2.1. Operator shall provide the services as set forth in Schedule 2, which is attached hereto (the “Services”).
- 2.2. Operator may perform additional services beyond the Services outlined herein with the mutual consent of both parties. The parties shall separately negotiate the costs of any such additional services.
- 2.3. Operator may recommend Capital Improvements or operational changes to the Client as are necessary or recommended to perform the Services in compliance with the terms of this Agreement and Applicable Law. In the event the Client does not approve and make a Capital Improvement or operational change recommended by Operator, Operator will not be liable for any loss, damage or liability arising from or related to the Client’s rejection of or refusal to implement the recommended Capital Improvement or operational changes, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.
- 2.4. Operator shall:
 - 2.4.1. Perform the Services in accordance with the provisions of this Agreement, Applicable Law, Client’s existing Permits as defined in Schedule 3 of this Agreement, licenses, and specifications applicable to the Services; exercising the degree of skill and care ordinarily exercised by members of Operator’s profession in the geographic region.
 - 2.4.2. Use qualified (and where required, certified) personnel to provide the Services in accordance with Applicable Law and the Client’s Permits and Discharge Permits;

3) CLIENT OBLIGATIONS

3.1 Client shall:

- 3.1.1. Obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Client's Permits and Discharge Permits;
- 3.1.2. Comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under this Agreement). The Operator shall not be responsible for Client's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder;
- 3.1.3. During visits to the Facilities, comply and shall require its agents, licensees of invitees to comply with all reasonable safety rules and regulations adopted by the Operator;
- 3.1.4. Perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement; and
- 3.1.5. Grant the Operator, free of charge, a license to use the Facilities, including all equipment, structures, facilities and vehicles under Client's ownership and which have been assigned by Client to the Facilities.

4) FEES AND PAYMENT

- 4.1 For the period beginning on the Commencement date Client shall pay Operator the Compensation of \$49,867.54. Client shall make periodic payments of the Compensation within thirty (30) days of issuance of invoices by Operator. All other payments shall be due within thirty (30) days of the date of invoice. Operator shall provide Client copies of certified payroll records that are submitted as required by New York Labor Law with each invoice.
- 4.2 Any disputes regarding invoices shall be raised, in writing setting forth sufficient detail regarding the nature of the dispute, within ten (10) business days from the date of said invoice. If Client does not properly raise a dispute with an invoice within ten (10) business days from the date of said invoice, any such disputes will be waived.
- 4.3 Any and all late payments due to either party from the other party shall accrue interest at a rate of one and one-half percent (1½ %) per month from the original due date and until payment is received, unless waived by agreement.
- 4.4 In the event of a change in the Services or Applicable Law or other factor which causes an increase in the Operator's cost of providing the Services, the Operator may provide notice to the Client and the parties shall negotiate in good faith to adjust the Compensation to account for such change in Operator's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by the Operator.

5) TERMINATION

- 5.1 Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty-five (45) days, or thirty (30) days for failure to pay an undisputed invoice when due (such applicable period, "Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree to an extension of the time to cure provided the defaulting party provides reasonable evidence within the Cure Period that it has identified a means to cure and is pursuing it diligently. Should Client pay an unpaid, undisputed invoice within the Cure Period, the termination notice under this provision will be deemed automatically withdrawn.
- 5.2 In the event of the termination of this Agreement under Section 5.1 above, Client shall pay Operator for the Services provided and invoiced by Operator up to the effective date of termination, plus the balance of unamortized costs incurred by Operator as reflected on Operator's financial statements, and the effectiveness of such termination by Client will be conditioned upon receipt by Operator of such payment. If Client incurs costs for damages due to a default of the Operator that results in termination of this Agreement, Client may deduct such costs or damages from the final payment due to Operator under this Section 5.2. Such deduction will not exceed the final payment owed to Operator and will constitute a full and final settlement between Client and Operator for any and all claims against Operator by Client and a release by Client of any and all further claims against Operator. Client shall make payment within thirty (30) days of the date of termination.
- 5.3 Client shall notify Operator of any dispute with an invoice within ten (10) business days from receipt of said invoice. In the event that Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner.
- 5.4 This Agreement is contingent upon the Operator executing an agreement with a subcontractor whereby to provide the services as outlined herein. If the Operator cannot finalize an agreement with a subcontractor, this Agreement shall automatically terminate and the Client and the Operator shall have no obligations under this Work Authorization.

6) FINES, INDEMNIFICATION AND LIMITATION

- 6.1 During the term of this Agreement, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and their respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against the Indemnified Party for wrongful death, bodily injury, and/or property damage, but only to the extent caused by the willful or negligent acts or omissions of the Indemnifying Party.
- 6.2 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit, even if such party has been advised of the possibility of such damages.
- 6.3 In the event that claims(s) raised by Client against the Operator on account of this Agreement, or on account of the Services performed hereunder including claims by Client for indemnification under Section 6.1, is/are covered under Operator's insurance policies required of the Operator hereunder, Operator shall not be responsible to Client for any loss, damage or

liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Operator by Client that are not covered by the insurance policies required hereunder, including claims by Client for indemnification, Operator's liability to Client shall not exceed an aggregate amount equal to the Compensation as set forth herein.

- 6.4 Under no circumstances shall Operator be responsible for any damages, losses, settlement, payment deficiencies, liabilities, costs and expenses arising directly or indirectly because of the execution or implementation of instruction or directions provided by the Client or any of its directors, officers, employees, agents, or representatives.
- 6.5 Operator shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Facilities or the Client's computer systems, operating systems, and all other technological or information systems related to the Facilities and Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of Operator's willful or negligent acts or omissions.
- 6.6 If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by Operator, the Client will be liable for any damages resulting directly or indirectly from such use and reliance.
- 6.7 The warranties and/or performance guarantees for any services, components, parts, materials, and equipment provided by third parties under this Agreement shall be limited to those as provided by the manufacturer or supplier; Operator shall be responsible for maintaining all manufacturers' warranties on the equipment provided hereunder. In addition, the Operator shall assist the Client in enforcing the warranties and guarantees, if any, for the services, parts, materials, and equipment provided hereunder. The Client's remedies for the third party's breach of its warranty obligations or performance guarantees shall be limited to those provided by the third party and the Operator shall not have additional liability beyond the remedies provided for by the third party.

7) INSURANCE

- 7.1 Operator shall provide and maintain the following levels of insurance coverage at all times during the Term.
 - 7.1.1. Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
 - 7.1.2. Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount; and
 - 7.1.3. Automobile Liability Insurance with a combined single limit of one million dollars (\$1,000,000).

- 7.2 Operator shall name Client as an additional insured on the general liability policy and automobile liability policy with respect to the Services during the term of this Agreement, except for any claim against or loss suffered by Client arising as a result of Client's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to Client's proportionate degree of negligence or fault.
- 7.3 Operator shall provide Client with thirty (30) days' notice prior to cancellation of any policy hereunder.
- 7.4 Operator shall provide Client with insurance certificates confirming the levels of coverage in Section 7.1 and that Client is named as an additional insured.
- 7.5 Client warrants that it maintains and will continue to maintain, during the term of this Agreement, appropriate property insurance in relation to the Facilities.

8) DISPUTES

- 8.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities.
- 8.2 If the parties are unable to resolve any disputes in accordance with 8.1 above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement.

9) MISCELLANEOUS

- 9.1 The relationship of Operator to Client is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Client, the relationship of principal and agent, joint ventures, co-partners or any other similar relationship, the existence of which is hereby expressly denied
- 9.2 This Agreement contains the entire agreement between Client and Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.
- 9.3 The parties may only modify this Agreement by a written amendment signed by both parties.
- 9.4 The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 9.5 Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.

- 9.6 Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 9.7 A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure, as defined in Schedule 1. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.
- 9.8 The Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- 9.9 In the event that Client receives notice of or undertakes the defense or prosecution of any legal or administrative action or proceeding in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Client shall give Operator prompt notice of such proceedings and shall inform Operator in advance of all hearings. In the event Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Operator shall give Client prompt notice of such proceedings.
- 9.10 All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

Inframark, LLC
2 Renwick Street
Newburgh, New York 12550
Attn: Michael Batz

City of Newburgh
83 Broadway, First Floor
Newburgh, New York 12550
Attn: Jason C. Morris, P.E.

With copy to:

Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, Pennsylvania 19044
Attn: Legal Department

- 9.11 All records compiled by Operator with information and material gathered when performing this Agreement are the property of Client.
- 9.12 Defined terms in this Agreement are set out in Schedule 1 or within the main body of this Agreement, capitalized or within quotation marks.
- 9.13 Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.
- 9.14 This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

9.15 Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

CITY OF NEWBURGH

INFRAMARK, LLC

By:
Title:
Date:

By:
Title:
Date:

Schedule 1: Definitions

“Applicable Law” means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, in each case that relate to the (a) parties’ respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery and treatment of the Client’s raw and finished water.

“Capital Improvements” means any modifications, additions or upgrades to the Facilities made by or on behalf of the Client or with its prior approval and funded from Client’s capital proceeds.

“Client’s Permit(s)” and/or *“Permit(s)”* means all permits and licenses issued to Client and required for the treatment of potable water from the Facilities. Copies of all Permits are attached as Schedule 3 of this Agreement.

“Commencement Date” is defined in Section 1.1.

“Compensation” is defined as Operator's compensation for the Services rendered under this Agreement.

“Force Majeure” means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

Schedule 2: Scope of Services

1. Operator shall install 8 explosion proof light fixture.
 2. Operator shall furnish and install 2, 3-way switches to control the explosion proof lighting.
 3. Operator shall re-feed 2 existing wall pack light fixtures on the exterior of the building, controlled by a dusk to dawn photo cell.
 4. Operator shall demo existing control and power circuits from the MCC.
-

Schedule 3: Client's Permits

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.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Joseph P. Donat, City Manager

CC: Alexandra Church, Director of Planning and Development
Michelle Kelson, Corporation Counsel

FROM: Jason W. Beeman, Code Compliance Supervisor

DATE: April, 12, 2021

SUBJECT: 233 First Street, Release of Restrictive Covenants Inspection

I conducted an inspection of 233 First Street, on April, 12, 2021. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

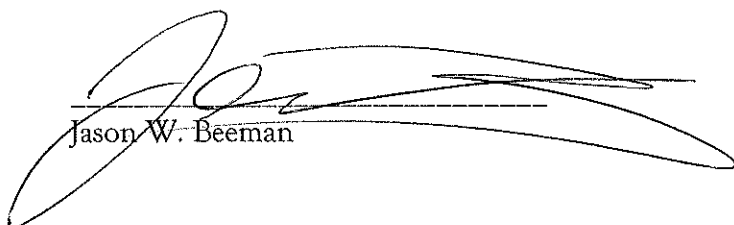
I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

The property is a rental and currently registered as such.

There is a valid Certificate of Occupancy in the property file dated March, 8, 2021, for a Single-Family Dwelling on the first floor, and a Single-Family dwelling on the second & third floor.

Thank you,



Jason W. Beeman



233

FIRST

1ST FL. 2ND FL.

233
FIRST



City of Newburgh
123 Grand Street Newburgh, NY 12550
(845) 569-7403

LICENSE NUMBER
00114-20R

RENTAL LICENSE



Date of Issue
February 23, 2021

THIS LICENSE EXPIRES
TWO (2) YEARS FROM
DATE OF ISSUANCE

PROPERTY: 29-4-4, 233 First St

RENTAL UNITS/OCCUPANTS: First Floor Two Occupants
Second & Third Floor Six Occupants

RECEIPT #/ FEE: 62013 / .00

This license certifies that an inspection was completed by the Code Compliance Department of the City of Newburgh..

The premise listed above was found to be in good condition and meets the Minimum Housing Standards of the City of Newburgh and the State of New York Property Maintenance Code.

If there are any questions regarding this property, please feel free to contact the Code Compliance Office.

This Certificate is not valid without being Sealed by the Building Inspectors Office.

OWNER MAILING ADDRESS
233 First Street Realty, LLC
919 Central Ave
Woodmere, NY 11598

THIS LICENSE MUST BE
DISPLAYED


AUTHORIZED SIGNATURE

CITY OF NEWBURGH
OFFICE OF THE BUILDING INSPECTOR
123 Grand St Newburgh, NY 12550
CERTIFICATE OF OCCUPANCY

To the owner or lessee of the building or premises

Issued: 3/8/2021

Location of Property: 233 First St

Owned By: 233 First Street Realty, LLC
919 Central Ave
Woodmere, NY 11598

This Certificate is Issued Subject To The Limitations Hereinafter Specified

PERMISSIBLE USE AND OCCUPANCY

STORY	SECTION	NUMBER OF PERSONS WHO MAY OCCUPY	USE (OCCUPANCY CLASS)
First Floor	Complete	Two Occupants	One Family Residential
Second & Third Floor	Complete	Six Occupants	One Family Residential

SBL: 29-4-4

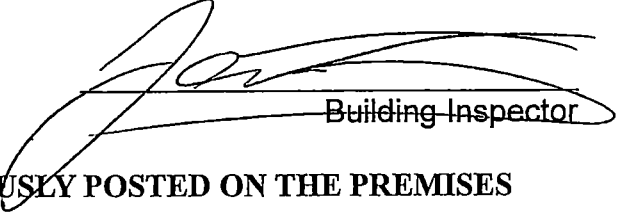
Receipt Number: 62031

SECTION 122-21 (C) OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH STATES:

"No change shall be made in use or type of occupancy of an existing building unless a certificate of occupancy authorizing such change shall have made by the building official."

Certificate will be null and void if altered in any manner or if additions are made.

Inspection Date: 1/23/2021


Building Inspector

THIS CERTIFICATE MUST BE POSTED CONSPICUOUSLY POSTED ON THE PREMISES

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.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Joseph P. Donat, City Manager

CC: Alexandra Church, Director of Planning and Development
Michelle Kelson, Corporation Counsel

FROM: Jason W. Beeman, Code Compliance Supervisor

DATE: April, 12, 2021

SUBJECT: 251 First Street, Release of Restrictive Covenants Inspection

I conducted an inspection of 251 First Street, on April, 12, 2021. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

The property is a rental and currently registered as such.

There is a valid Certificate of Occupancy in the property file dated June, 5, 1969, for a Single-Family Dwelling on the first floor, and a Single-Family dwelling on the second floor.

Thank you,



Jason W. Beeman



251



City of Newburgh
123 Grand Street Newburgh, NY 12550
(845) 569-7403

LICENSE NUMBER
00140-19R

RENTAL LICENSE



Date of Issue
August 20, 2019

THIS LICENSE EXPIRES
TWO (2) YEARS FROM
DATE OF ISSUANCE

PROPERTY: 29-3-6, 251 First St

RENTAL UNITS/OCCUPANTS: 1st Floor - 4 Occupants / 2nd Floor - 4 Occupants

RECEIPT #/ FEE: / .00

This license certifies that an inspection was completed by the Code Compliance Department of the City of Newburgh..

The premise listed above was found to be in good condition and meets the Minimum Housing Standards of the City of Newburgh and the State of New York Property Maintenance Code.

If there are any questions regarding this property, please feel free to contact the Code Compliance Office.

This Certificate is not valid without being Sealed by the Building Inspectors Office.

OWNER MAILING ADDRESS
DFGR Two, LLC
919 Central Ave
Woodmere, NY 11598

THIS LICENSE MUST BE
DISPLAYED


AUTHORIZED SIGNATURE

CITY OF NEWBURGH
OFFICE OF BUILDING INSPECTOR
City Hall NEWBURGH, N. Y.

Date June 5, 1969

CERTIFICATE OF OCCUPANCY

To the owner or lessee of the building or premises:

Located at: 251 First Street

Owned by: Eleanor Ostrander, 716 Broadway

This Certificate Is Issued Subject To The Limitations Hereinafter Specified
PERMISSIBLE USE AND OCCUPANCY

STORY	SECTION	NUMBER OF PERSONS WHO MAY OCCUPY	USE
First	Complete	Four Occupants	One Family Residential
Second	Complete	Four Occupants	One Family Residential

6-4-69

SECTION 5-32 (c) OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH READS,
"No change shall be made in the use or type of occupancy of an existing building unless a certificate of occupancy
izing such change shall have been issued by the building official."

Certificate will be null and void if altered in any manner or if additions are

Building Inspector

This certificate must be conspicuously posted on the premises.

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.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Joseph P. Donat, City Manager

CC: Alexandra Church, Director of Planning and Development
Michelle Kelson, Corporation Counsel

FROM: Jason W. Beeman, Code Compliance Supervisor

DATE: April, 12, 2021

SUBJECT: 253 First Street, Release of Restrictive Covenants Inspection

I conducted an inspection of 253 First Street, on April, 12, 2021. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

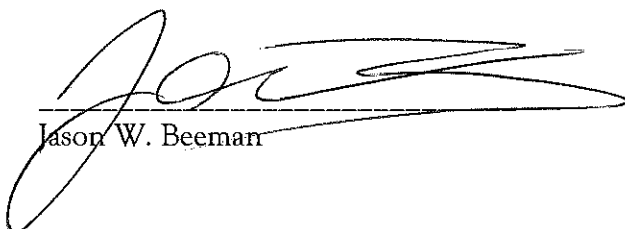
I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

The property is a rental and currently registered as such.

There is a valid Certificate of Occupancy in the property file dated February, 23, 2021, for a Single-Family Dwelling on the first floor, and a Single-Family dwelling on the second floor.

Thank you,



Jason W. Beeman





STOP

NEW YORK
HLF-5218
EMPIRE STATE

City of Newburgh
123 Grand Street Newburgh, NY 12550
(845) 569-7403

LICENSE NUMBER
00141-19R

RENTAL LICENSE



Date of Issue
August 20, 2019

THIS LICENSE EXPIRES
TWO (2) YEARS FROM
DATE OF ISSUANCE

PROPERTY: 29-3-5, 253 First St

RENTAL UNITS/OCCUPANTS: 1st floor - 3 Occupants / 2nd Floor - 3 Occupants

RECEIPT #/ FEE: / .00

This license certifies that an inspection was completed by the Code Compliance Department of the City of Newburgh..

The premise listed above was found to be in good condition and meets the Minimum Housing Standards of the City of Newburgh and the State of New York Property Maintenance Code.

If there are any questions regarding this property, please feel free to contact the Code Compliance Office.

This Certificate is not valid without being Sealed by the Building Inspectors Office.

OWNER MAILING ADDRESS
DFGR Two, LLC
919 Central Ave
Woodmere, NY 11598

THIS LICENSE MUST BE
DISPLAYED

AUTHORIZED SIGNATURE

CITY OF NEWBURGH
OFFICE OF THE BUILDING INSPECTOR
123 Grand St Newburgh, NY 12550
CERTIFICATE OF OCCUPANCY

To the owner or lessee of the building or premises

Issued: 02/23/2021

Location of Property: 253 First St

Owned By: DFGR Two, LLC
919 Central Ave
Woodmere, NY 11598

This Certificate is Issued Subject To The Limitations Hereinafter Specified

PERMISSIBLE USE AND OCCUPANCY

STORY	SECTION	NUMBER OF PERSONS WHO MAY OCCUPY	USE (OCCUPANCY CLASS)
First Floor	Complete	Three Occupants	One Family Residential
Second Floor	Complete	Three Occupants	One Family Residential

SBL: 29-3-5

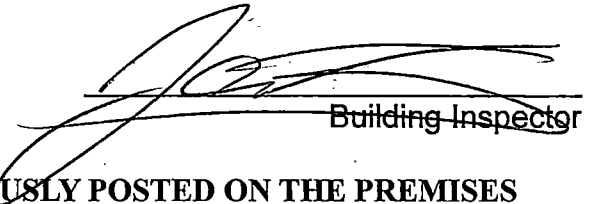
Receipt Number: 64222

SECTION 122-21 (C) OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH STATES:

"No change shall be made in use or type of occupancy of an existing building unless a certificate of occupancy authorizing such change shall have made by the building official."

Certificate will be null and void if altered in any manner or if additions are made.

Inspection Date: 2/22/2021


Building Inspector

THIS CERTIFICATE MUST BE POSTED CONSPICUOUSLY POSTED ON THE PREMISES

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 receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office 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

Leopoldo and Anne Mancilla

2930 Bunker Hill Road
Clifton Springs, New York 14432
lmancilla2@icloud.com
315-521-6624

March 9, 2021

City of Newburgh
David Kohlf
Department of Planning and Development
123 Grand Street, 1st Floor
Newburgh, NY 12550

**Re: Application by Leopoldo and Anne Mancilla to purchase
22 Bay View Terrace, Newburgh, New York 12550**

Dear Mr. Kohl:

My name is Leopoldo Mancilla and I am writing on behalf of myself and my wife, Anne Mancilla. We are interested in purchasing the property at 22 Bay View Terrace. My wife and I are moving to Newburgh to be closer to our son Andrew and we would like to make 22 Bay View Terrace our home. If our application is approved we will hire locally to complete a full exterior and interior renovation of all three units within the property and Anne and I will live in the first floor apartment and rent out the top two units. Renovation will include a modern kitchen and bathroom for all units. We are looking forward to living in the property with the beautiful waterfront and quiet neighborhood to enjoy daily walks with our dog. We are excited to join your wonderful community and look forward to bringing our love and energy to the Hudson Valley.

A little bit about our background. I come from a hard-working family in Chile. I immigrated to the United States in the early 80s and met my wife Anne in New York City. We moved to a small town in Western New York called Clifton Springs to raise our two boys, Andrew and Anthony. In Clifton Springs Anne worked as a middle school teacher for nearly 20 years and I went back to school to become an accountant. I owned an H&R Block Franchise for decades before recently selling it to move to the Hudson Valley, closer to our son Andrew. After Anne retired nearly 10 years ago she opened her own business in our small town- a bookstore called "Explore the Bookstore." She recently sold that business as well in preparation for our move to Newburgh.

Newburgh offers us a perfect place to bring our optimism, attention, and care. We have a long history of community involvement. I have been the volunteer accountant for the Clifton Springs (current hometown) Area Chamber of Commerce for over 10 years. I am also the volunteer accountant for the local art gallery in Clifton Springs called "Main Street Arts, Inc. (a not for profit) since its inception over 5 years ago. I serve as a board member of the

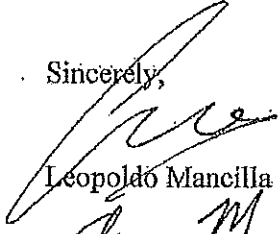
manufacturing company in Clifton Springs (G.W. Lisk Co., Inc.) with a local work force of over 700 employees and manufacturing plants in Ireland and China. My wife and I also serve on the board of the Art Gallery and Sulphur Books, Inc.; I serve as the President and Anne as Vice-President of each. I have also served as a board member for the YMCA in Clifton Springs and Anne has been a board member of the Clifton Springs Library for the past 15 years. She has also served as a co-chair for our village's annual Sulphur Springs Festival for the past 6 years (I know what you're thinking- "Sulphur Springs?"- SulphurSpringsFestival.com). Finally, Anne and I have been board members of The Lisk/Morris Foundation since its inception 4 years ago (<https://www.liskmorrisfoundation.org/>). Attached is a spreadsheet showing the funds that we have given and currently give to the community and the region at large as the foundation. We love to give back to the community and we are excited to do the same in Newburgh.

We understand the arduous job one has to undertake in order to bring a house back to life. When I moved to Western New York with Anne, we built the home that we raised our children in. The project was substantial. We purchased an old farmhouse and stripped it down to its beams- these beautiful 12 - inch thick barn beams. Our concept was simple - preserve the most beautiful parts of the farmhouse and build around it in a way that accentuated it. We built a 3,500 square foot home for our family exposing and highlighting these beautiful beams throughout the house. I personally did much of the work myself and I remember my son Andrew, who was only 3 years old at the time, followed me around the construction site with a plastic hammer trying to help me.

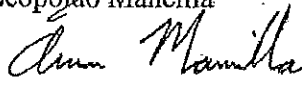
My son Andrew has become much more involved in real estate and is the reason we fell in love with Newburgh. During our visits to Newburgh we have felt embraced by the community and we have already started planning the move and who we could hire to help with any of our renovations. Andrew told us about the master plumber Willie Castillo, about Kyle Chick of Chick Electric or Sandro Nava of Electrical Innovations, about Scott Spagnoli to assist in verifying the condition of the sewer, and about the carpentry work of Heights Lumber. These are the people we would like to work with, side by side, to restore the historical features throughout 22 Bay View and turn it into another one of the gorgeous houses on that block.

Anne and I have fallen in love with Newburgh and we would like to make 22 Bay View Terrace our new home. We deeply appreciate you taking the time to review our application.

Sincerely,



Leopoldo Mancilla



Anne Mancilla

River|Realty

Services, Inc.

Date: ~~3/9/2021~~ 3/23/2021

Purchaser: _____, Leopoldo & Ana Mancilla

Purchaser (Corporate Name): _____

For property located at: 22 BAY VIEW TERRACE

Owned by: CITY OF NEWBURGH, NEWBURGH, NY

Terms of the offer as follows:

H & B 350,500 "CASH AS IS"

Purchase Price:	\$300,000	
Seller Concession (if applicable)	_____	
Net to Seller:	\$ _____	
Amount due on contract signing:	\$30,000	
Amount due at closing:	\$270,000.00	\$320,500.00
Contracts to be signed on or about:	ASAP	

Closing to be (____ on or about) or (☒ on or before): 5/10/2021

Personal Property included in sale: _____

This sale is contingent upon (☒ attorney review of a formal contract, (____) buyer to perform an engineer inspection within (____) days, (☒ clear title, and as follows: _____.

The sale is contingent upon purchaser securing a Cash mortgage commitment in the amount of _____.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with N/A is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of _____ by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

DocuSigned by:

Andrew Mancilla

BA7801AD0A6F4C6

Leopoldo & Ana Mancilla

Seller

Purchaser

Seller

1036 Dekalb Ave., BK, NY 11221

Purchaser Address
315-521-0561

Seller Address

Purchaser Phone
Nydia Padilla-Barham

Seller Phone

Purchaser Attorney
257 Route 17K; Newburgh, NY 12550

Seller Attorney

Attorney Address
(845) 784-1778

Attorney Address

Attorney Phone

Attorney Phone

DocuSigned by:

Selling Agent: Kelly Scialpi River Realty Services, Inc.

Listing Agent: _____

Phone: 845-597-4617 Fax: 845-564-0700

Phone: _____ Fax: _____

Email: kscialpi@riverrealty.com

Email: _____



22 BAY VIEW TERRACE

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Kelly Scialpi (print name of licensee) of River Realty Services, Inc. (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☒ Seller as a (check relationship below)

☐ Buyer as a (check relationship below)

☒ Seller's agent

☐ Buyer's agent

☐ Broker's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) Andrew Mancilla acknowledge receipt of a copy of this disclosure

form: signature of { } Buyer(s) and/or { } Seller(s):

DocuSigned by:

Andrew Mancilla

3A2B01AD8A5E4C5

Date: 3/9/2021

Date: _____



Asset #: _____

MULTIPLE OFFER PROCEDURE FORM

(If you fail to execute and return this document seller will not consider your offer.)

Date: March 17, 2021Property Address: 22 Bay View TerraceCity/State/Zip: Newburgh, NY 12550Offeror Name(s): Leopoldo & Anne ManuellaSelling Agent & Broker: Kerly Scarpi

offer is \$350,500

Dear Offeror:

We are involved in a multiple offer situation on the above referenced property. ALL OFFERS will be considered subject to the following:

1. All offers must be in writing, no verbal offers will be accepted.
2. The Listing Agent must receive your written "best" offer no later than 9am (EST) on 3/24/2021 (date). Delivery of such offer must be via our website, www.riverrealty.com/offers.

Listing Agent & Broker: Lee Raphael, River Realty ServicesTelephone Number: 845-564-2800 x105 jperry@riverrealty.com Jean PerryFacsimile Number: 845-564-0700

3. The Listing Agent will facsimile all "best" offers to Seller's authorized representative no later than close of business the following day.
4. The following terms and conditions shall be applicable to you and to any offer you wish to submit:
 - a) Seller shall have sole and absolute discretion to accept or reject any offer received. Seller is not required to accept any particular offer, regardless of its terms, and has the absolute right and discretion to reject all offers.
 - b) Subsequent to receipt of offers, Seller shall have the absolute right to deal with any Broker and/or one or more offerors to further negotiate the terms and condition of any offer. In so doing, Seller shall have no obligation to negotiate or communicate with each and every other offeror, or with any offeror.
 - c) Under no circumstances shall verbal communications between an Offeror and Seller or any agent or Broker constitute or create an obligation on the part of Seller to sell a property to anyone under any terms.
 - d) The acceptance of any offer shall be conditioned upon the subsequent execution by the Offeror and Seller of a written contract of sale, including all required addenda and setting forth terms and conditions satisfactory to the Seller. The Seller shall have no obligation to sell the property unless and until such written contract is fully executed.
5. In the event an accepted offer does not result in a closed escrow, Seller reserves the right to re-open negotiations with any offeror and/or Seller may request Listing Agent to solicit new offers.

Please sign below to acknowledge your understanding and acceptance of these terms and procedures and return this form to the Listing Broker no later than the time designated for the transmittal of offers. Failure to transmit such acceptance may prevent your offer from being considered.

ACKNOWLEDGED AND AGREED

(Offeror)

Date

3/23/21

(Offeror)

Date

3/23/21

Cross Property 360 Property View

22 Bay View Terrace, Newburgh, NY 12550, Orange County

Listing



MLS#: **6097335** **Active** List Price: **\$299,900**
 Addr: **22 Bay View Terrace**
 PO: **Newburgh** County: **Orange County**
 City/Town: **Newburgh City** Zip: **12550-6093**
 Village: **None** Hamlet/Loc.:

P Type: **Multi-Family 2-4** Sub Type: **Detached**
 Sub/Devel: 55+ Comm: **No**
 Lot Size: **0.4104** SqFt: **3,083** Wtr Access:
 Style: **Victorian** Beds/Baths: **0/0**
 #1 BR: **#2 BR: #3 BR: #4 BR: #Vac: #Units: 3**

Sch Dist: **Newburgh** Elem: **Magnet**
 Jr High: **Magnet** High: **NFA**

Recent: **03/01/2021 : New Listing**
 Type of Unit: **Triplex**
 Basement: **Full**
 Siding Desc: **Vinyl**

LSC: **New Listing** Last Ext:
 Yr Blt: **1900 / Estimated** Yr Reno:
 Attic: **Scuttle**
 Cnstrction: **Frame**

Tax ID#: **331100.048.000-0005-013.000/0000**
 Addl Fees: **No**
 Avail Financing:

Tax: **\$5,208** Tax Year: **2020(Municipality)**
 Assmt: **\$216,700** Tax Incl:
 Tenant Pay:

Heat Units: Trash Exp:
 # Elec Mtrs: **3** Fuel Exp:
 # Gas Mtrs: **3** Ins Exp:

Wtr Exp: Net Op Inc:
 Maint Exp: Grs Op Inc:
 Other Exp: Cap Rate:
 Total Exp:

Amenities:
 Park Num/Desc: **/Detached, Driveway**
 Heat Zones/Type: **Hot Water, Steam**
 A/C: **None**
 Garbage: **Public**
 Bldg Features:
 Lot Description: **Corner Lot**

Elec Co:
 Fuel: **Oil Above Ground**
 Water: **Municipal**
 Sewer: **Municipal**

Public Remarks

Spacious Victorian three-family home on a double lot on a quiet corner of the city right on the bend! Detached two-car garage. Great potential to convert back to a majestic single family. Panoramic river views including Bannerman's Island, West Point, Beacon-Newburgh bridge, Mount Beacon, etc. This is THE premier location in the City of Newburgh - potential to be the pride of the city! East End Historic District property. Some hardwood floors and original woodworking details. Located near most shopping, schools and amenities. Short drive to Interstate 84. Join in Newburgh's renaissance! City of Newburgh owned property. Property is only available to owner occupant purchasers at this time. All offers subject to final approval by City Council. Offers with rehab loan financing must be accompanied by pre-qual letter; or cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for padlock code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr:

Access for Show: **Use the Showing Assist icon for appointments**

Directions: **Water Street to left onto Renwick Street, left onto Liberty Street, left onto Henry Avenue, right onto Bay View Terrace.**

Appt Ph:
 Owner: **City Of Newburgh**
 LA: **(28180) Brian T. Smith**
 LA Email: **bsmith@riverrealty.com**
 LO: **(RIVMNG) River Realty Services, Inc.**
 CLA: **(37432) Lee A Raphael**
 CLA Email: **lraphael@riverrealty.com**
 CLO: **(RIVMNG) River Realty Services, Inc.**
 SA: **0%** BA: **2.5%**

Appt Ph 2:
 REO: **Yes**
 LA Ph: **(845) 486-1100**
 LO Ph: **(845) 564-2800**
 CLA Ph: **(845) 564-2800**
 CLO Ph: **(845) 564-2800**
 BRA: **0%**
 OBD:
 DOM:
 Org Price: **\$299,900**
 Mod/Excl: **NONE**
 List Dt: **03/01/2021**
 On Market Dt:
 Expire Dt: **08/18/2021**
 Agr Type: **ERS**
 Nego Thru: **Listing Agent**
 \$/SqFt: **\$97.28**
 TOM Dt:
 OM Date:

Prepared By: Donna Challacombe

Date Printed: 03/01/2021

Proposal Form

Contact Information:

Name: Leopoldo Mancilla Anne Mancilla
Business Name (If Applicable): _____
Address: 2930 Bunker Hill Road
City, State & Zip: Clifton Springs, New York 14432
Home phone: 315-521-6624
Business Phone: 315-521-6624
Mobile Phone: 315-521-6624
E-mail: lmancilla2@icloud.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own - as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ___ No X

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No ___ N/A X (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ___ No ___ N/A X (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___
☐ Verified (Internal Office Use Only); Date Verified: _____

Please list **all** of the addresses of properties you own - as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): _____

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ___ No ___ (attach explanation) N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes ___ (attach explanation) No ___ N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach explanation) No X

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 22 Bay View Terrace, Newburgh, NY 12550

S-B-L#: 48-5-13

Type of Project:

_____ Single Family (Includes a condominium unit)

 X Multi-Family (# of Units 3)

_____ Mixed Use (Commercial & Residential - # of Residential Units _____)

For the property types listed above, will it be occupied by the purchaser: Yes X No

Commercial Industrial

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ _____ H & B \$350,500 cash as is

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes X No _____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 340,055

Who will be doing the work? X Self Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: _____

Architect: _____

Engineer: _____

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	2930 Bunker Hill Road, Clifton Springs, NY 14432	
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner, designer, and general contractor, builder	
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Complete Gut renovation -prior house had beautiful structural beams we maintained and highlighted in the renovation.	
Property Type: (i.e. single-family, multi-family rental or commercial.)	Single family	
Number of Buildings in Project	1	
Total Number of Residential Units in Project/Building	1	
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	\$187,000 in 1989 (equivalent to +\$300,000 worth in renovations today)	
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	renovation completed 1989 and currently owner occupied	
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing: ___ Personal Financial Statement
 ___ Letter from Lender/Investor
 ___ ☒ Personal or Business Bank Statement
 ___ Evidence of project funding
 ___ Developers should provide three years financial statements

What You Should Attach:

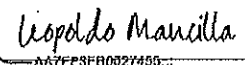
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes ___ No x

INFORMATION RELEASE:

It is our Intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

DocuSigned by:  AA7FE3EB0027450...	DocuSigned by:  1F2EB20505EC1BE...
Signature	
Leopoldo Mancilla	Anne Mancilla

Print Name

3/9/2021

3/9/2021

Submit Application to:

Department of Planning & Development
City Hall, 83 Broadway
Newburgh NY 12550



Woodring Ponticello & Assoc.
Your advisor team | Broker-Check

BANK OF AMERICA

Hi, ANNE MANCILLA Sign Out

Accounts Holdings Transfers & Bill Pay Research

Search (Just type it)

Hello, ANNE MANCILLA

Last login: 03/03/2021 at 10:10 AM ET

All Accounts Total

\$821,677.30

\$0.00 0.00%

Simple View Detail View

Dow 31,185.20 +572.18 +1.85% NASDAQ 12,020.13 +198.87 +1.65% S&P 500 3,841.94 +73.47 +1.95% 10 Year T-Note 1.55 +0.01 +0.73% Real-time quotes

Refresh Help Export Print Suggestions

Your 2020 tax information is available for most accounts. For more resources, visit our Tax Center.

Note: We produce tax documents at different times, and we post individual account documents when they're available. If you have more than one account you may receive additional tax documents. Please make sure you receive all of your tax documents before you complete your tax return.

Merrill Investment Accounts

As of 03/07/2021 12:55 PM ET Customize

Investment Accounts-Non Retirement

A and P Income 010-12018 Action

Quick view

\$205,233.08
\$0.00 0.00%

A and P Investment 010-11535 Action

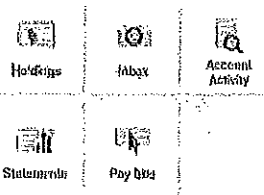
Hide quick view

\$016,444.22
\$0.00 0.00%

Summary

Cash/Money Accounts	\$59,145.85	Available to Withdraw (Cash)	\$18,213.03
Priced Investments	\$557,699.19		

Activity Center



Talk to your advisor

Property Address:		22 Bay View Terrace, Haverburgh, NY 12550			
Buyer Name:		Leopoldo Mancilla	Anne Mancilla		
REPAIR COST ESTIMATE AND SCHEDULE					
EXTERIOR		ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of Items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
ROOF	Yes	05/01/2021	15,000	8,000	23,000.00
GUTTERS/DOWNSPOUTS	Yes	05/01/2021	3,500	2,000	5,500.00
WINDOWS	Yes	05/01/2021	18,000	7,800	25,800.00
DOORS	Yes	05/01/2021	2,500	0	2,500.00
SIDING/TRIM/EXTERIOR PAINTING	Yes	05/01/2021	20,000	8,000	28,000.00
FOUNDATION	No				
STEPS, PORCHES, DECKS	Yes	05/01/2021	6,000	0	6,000.00
LANDSCAPING	Yes	05/01/2021	2,500	0	2,500.00
OTHER: Garage Doors	Yes	05/01/2021	4,200	1,800	6,000.00
EXTERIOR REPAIR SUBTOTAL			71,700.00	27,600.00	99,300.00
INTERIOR		ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of Items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION	Yes	05/01/2021	0	9,800	9,800.00
REMEDIATION - LEAD AND/OR ASBESTOS	No				
HEATING SYSTEM (FURNACES)	Yes	05/01/2021	10,500	6,000	16,500.00
HOT WATER HEATERS	No				
PLUMBING	Yes	05/01/2021	6,000	12,000	18,000.00
ELECTRIC	Yes	05/01/2021	9,000	18,000	27,000.00
BATH(S)	Yes	05/01/2021	12,000	9,000	21,000.00
KITCHEN(S)	Yes	05/01/2021	35,000	24,000	59,000.00
INSULATION/DRYWALL	Yes	05/01/2021	4,000	4,000	8,000.00
INTERIOR DOORS	Yes	05/01/2021	8,100	0	8,100.00
TRIM/INTERIOR PAINTING	Yes	05/01/2021	5,000	0	5,000.00
FLOORING	Yes	05/01/2021	9,000	0	9,000.00
OTHER:	No				
INTERIOR REPAIR SUBTOTAL			98,600.00	82,800.00	181,400.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.		Yes	Architect \$10,000; Landscape Architect \$2,500; Survey \$1,500		15,000
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)			0.15		44,355.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)					340,055.00

Property Proposal Summary

Location: 22 Bay View Terrace

Tax Map Number: 48-5-13

Property Class: 230—Three-Family Residential

Zoning: RL—Residential Low Density; EEHD—East End Historic District

Description: 3-story building with an apartment on each level—Year Built: 1890s; Building size: 3083sf +/-; lot size: 125 x 143; 2-car detached garage

Condition: Fair

Assessed Value: \$ 216,700 (2020 Assessment)

Annual Taxes: \$ 9,062+/-

Selling Price: \$ 299,900

Date city acquired: October 2012

Offer Information:

Name: Leopoldo and Anne Mancilla

Offer Price: **\$350,500**

Construction Estimate: \$340,000 +/-

Proof of Financing: Finger Lakes Federal Credit Union

Comments: 22 Bay View Terrace enjoys some of the most desirable views on “the bluff”. The building has been vacant for several years; it needs considerable work to bring it back to life.

Mr. and Mrs. Mancilla plan to relocate from western New York State to Newburgh. Their son has recently purchased a home in Newburgh (coincidentally on Bay View Terrace) and they wish to be near him. They have experience renovating an historic farmhouse which serves as their current residence. They hope to restore many of the historical features of 22 Bay View as they perform a complete exterior and interior renovation of the property. They plan to live in the first floor of the building and rent out the other two apartments. They are also considering converting the house to a 2-family - occupying the 1st & 2nd floors - and rent out the 3rd floor. They are not certain yet.



The Mancillas purchase was the “highest and best” offer the City of Newburgh received. (See the attached sales history and spreadsheet for more information.)



22 Bay View Terrace Photos



Marketing and Offer History – 22 Bay View Terrace

- River Realty began listing the property on 3/1/2021. The price was \$299,900.
- River Realty alerted Planning and Development that there were going to be many serious offers for the property. Planning and Development set a March 24 deadline when all completed offers needed to be submitted.
- On March 25, River Realty submitted 11 completed offers for review. The offers ranged in price from \$150,000 to \$350,500. All were from owner-occupant purchasers.
- The highest offer of \$350,500 from Leopoldo and Anne Mancilla is the offer being submitted to Council.

22 Bay View Terrace Offer Comparisons

22 Bay View Potential Purchasers	Highest & Best Offer Price	Offer Price Plus Bonuses (if applicable)	Offer Contingencies	City of Newburgh Resident	Financing	Proposed Use	Repair Estimate	Current on Municipals on other properties owned in the City of Newburgh (as of 3/29/21)	Any Outstanding Violations/Rental License Status	Additional Comments
Carl Bonitz	\$282,000 (with escalation clause to max price of \$301,000)	\$301,000 + \$30,100 (10%*) = \$331,100	Mortgage contingency, satis home inspection, etc. w/i 10 days of acceptance	No. Currently lives and owns in Montgomery.	Conventional Renovation Loan	Two-Family; Plans to create two 2-bedroom units: one on the 1st floor, the other on the 2nd floor; 3rd floor to be used as an office space. He will occupy 2nd floor and use 3rd floor office area.	\$174,000	N/A	N/A	Contractor: Adirondack Renovations; part of the renovation states "repair and paint alumnimum siding"; another section of the estimate says he intends to remove aluminum siding and rplace with vinyl siding, and install vinyl windows.
Alexis Carrington	\$200,000	\$200,000 + \$20,000 (10%*) = \$220,000	Mortgage contingency. Engineer's inspection w/i 7 days of acceptance	No. Currently lives in Beacon.	FHA 203K Renovation Loan	Three-Family. Will reside in one unit.	\$250,000	N/A	N/A	Works as the Facilities Manager and the Director of Human Resources for the Boys & Girls Club of Newburgh. Four daughters involved in Newburgh; some work in Newburgh. States renovation will be coordinated by her. No contractor listed.
Katherine Gallagher	\$225,000	\$225,000 + \$22,500 (10%*) = \$247,500	Mortgage contingency, home inspection, etc. immediately on signing	No. Currently lives in White Lake (Sullivan County)	Conventional Renovation Loan	States will convert back to One-Family.	\$410,000	N/A	N/A	Sal's Contracting; Jeff Wilkinson, architect; exteior repairs: remove front fire escape; restore wood soffits; install Hardieboard wood siding; restore porch; extensive and detailed interior repairs.
Gilberto Gonzalez	\$325,117	\$325,117 + \$32,512 (10%*) = \$357,629	Mortgage contingency, engineer's inspection w/i 7 days of acceptance	No. Currently lives in Brooklyn.	Conventional Renovation Loan	Two Family: Appears to plan to live on the 2nd & 3rd floors, rent out the first floor.	\$180,000	N/A	N/A	Contractor: Denault Builders Contracting Co. Inc. (Wingdale, NY); Exterior to replce roof and gutters; repair and patch aluminum siding as required; Letter of recommendation from Cater Peabody.
Malika Hamilton	\$200,000	\$200,000 + \$20,000 (10%*) = \$220,000	Mortgage contingency, satisfactory home inspection, appraisal, clear title, etc.	No. Currently lives in Freeport (Long island).	FHA 203K Renovation Loan	Three Family.	\$192,600 on cost estimate; \$144,300 on PODA	N/A	N/A	Contractor: Bent Contracting, Poughkeepsie, NY. Not an extensive renovation. Reapir and fill in missing siding.
Leopoldo and Anne Mancilla	\$350,500	\$350,500 + \$35,050 (10%*) = \$385,550	None	No. Currently lives in Clifton Springs (Finger Lakes Region)	Cash	Three Family; Purchasers would live in the first floor apartment and rent out the other units.	\$340,000	N/A	N/A	Self-contracting. Previously renovated a farmhouse upstate. Lists local sub-contractors he will use. Wants to do a historically true renovation. His son Andrew recently bought a house at 60 Bay View. They wish to be near their son.
Girard and Illiana Agosto-Owens	\$335,000	\$335,000 +\$33,500 (10%*) = \$368,500	None. Specifically says "No home inspection".	No. Currently lives in Brooklyn.	Cash	Three Family. Applicants will live in the 1st floor unit; son, daughter-in-law and their child in 2nd floor unit; 3rd floor to be occupied by daughter/sister	\$100,000	N/A	N/A	Contractor: Marcos Owens, Modphy Service Corp. Son of applicants. Girard and a cousing will also help. Has done renovation work in Brooklyn. Replace roof. Remove aluminum siding and replace with vinyl siding. Cost estimate for materials and some labor.
Susan Pinsky	\$310,000	\$310,000 + \$31,000 (10%***) = \$341,000	Mortgage contingency, engineer's report	Yes. 157 Robinson Avenue since 2/2021 (moved from Brooklyn).	Conventional Renovation Loan. Pre-Approval Letter states "Occupancy: Investment"	Three Family	\$150,000	Current on taxes. Outstanding sanitation bill of \$196.90	None	Contractor: Back40 Development, New York, NY. They closed on 157 Robinson Avenue on 2/5/2021 for \$276,000. It is a single family house.
Ryan Velez	\$150,000	\$150,000 + \$15,000 (10%*) = \$165,000	Mortgage contingency, satisfactory engineering inspection.	No. Currently lives in Cornwall, NY.	FHA 203K Renovation Loan	Three family	\$250,000	N/A	N/A	Contractor: Free Link LLC. The wife's brother and sister-in-law live in Newburgh. No description of renovation plan, only a cost estimate.

22 Bay View Terrace Offer Comparisons

Wilkela Walker	\$305,000	\$305,000 + \$30,500 (10%*) = \$335,500	Mortgage contingency, home inspection, etc.	No. Currently livesin Marlboro, NY.	Conventional Renovation Loan	Three family	\$150,000	N/A	N/A	No contractor yet but estimate provided by IJS Business Holdings, 359 North Montgomery Street. Residing the house with Hardie Plank siding. Repairing fire escape.
Gabriell and Gay Watson	\$336,000	\$336,000 + \$33,600 (10%*) = \$369,600	Home inspection, etc.; assume will also need mortgage commitment	Yes. Currently lives and owns a 3-family at 27 Henry Ave since 9/2019 (moved from Freeport)	FHA 203K Renovation Loan	Three family	\$198,000 (per estimate); \$250,000 listed on PODA	Current on taxes and municipals	No rental license or Owner Occupancy statement in file or in IPS.	Contractor: Jose Umana, Hempstead, NY. The mother, Gay Watson, has been renovating homes in Queens and Long Island. Their current house at 27 Henry lacks enough space for them. Square footage per assessor: 27 Henry (3030sf); 22 Bay View (3083sf). They would rent out 27 Henry and occupy 22 Bay
		* - Owner Occupancy Bonus (10%) ** - Note: States will be an Owner-Occupant but submitted a loan pre-approval letter stating "Occupancy: Investment"								

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

From: bill@mountainvalleyguides.com
To: [Resto, Autumn](#)
Subject: Request for Permit to Operate Kayak Operations
Date: Thursday, March 25, 2021 11:21:19 AM

Hello Autumn:

I am writing to seek approval for a permit to operate commercial kayak operations from the City Boat Launch located at the end of Washington Street. Mountain Valley Guides has been operating from this location with a city issued permit for the past few years. As always I am happy to meet with you or the City Council to answer any questions that pertain to our operation. The agreement/permit that was in place for 2020 worked well with our operations and I am suggesting no changes other than updated dates.

Mountain Valley Guides would begin operations on May 22, 2021 and run through October 11, 2021.

Thank you!

Sincerely,

Bill Garrison
Owner, Mountain Valley Guides

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

March 20, 2020

Mr. Bill Garrison
Mountain Valley Guides LLC
22 Shady Dell Drive
New Windsor, NY 12553

Re: The City of Newburgh with Mountain Valley Guides LLC
License Agreement

Dear Mr. Garrison:

The City Council has, by Resolution No. 80-2020 of March 19, 2020, a copy of which is enclosed, authorized the License Agreement allowing access and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours.

Accordingly, also enclosed is the License Agreement. Kindly sign where indicated and return the same to the undersigned with the fee in the amount of \$750.00 and the Insurance requirements in accordance with Articles 4 and 5. We will then have the City Manager execute the agreement and return a copy to you for your file.

Thank you for your assistance.

Very truly yours,



MICHELLE KELSON
Corporation Counsel

MK/ar
Enclosures

Cc: Alexandra Church, Planning & Development Director

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

From: [Resto, Autumn](#)
To: [Kelson, Michelle](#)
Subject: FW: License Agreement for Kayaking and Tours for 2019
Date: Friday, May 10, 2019 3:18:30 PM

Michelle, Please see Mr. Garrison's message below in response to the additional information requested by the City Council.

Autumn Resto
Secretary to Corporation Counsel
City of Newburgh
83 Broadway – City Hall
Newburgh, NY 12550
T: (845) 569-7335
F: (845) 569-7338
E: AResto@cityofnewburgh-ny.gov

This electronic message contains information from the City of Newburgh that may be privileged and confidential. The information is intended for the use of the addressee(s) only. If you are not an addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at aresto@cityofnewburgh-ny.gov or at (845) 569-7335. Thank you.

From: MVG [<mailto:bill@mountainvalleyguides.com>]
Sent: Friday, May 10, 2019 11:56 AM
To: Resto, Autumn <AResto@cityofnewburgh-ny.gov>
Cc: Church, Alexandra <achurch@cityofnewburgh-ny.gov>
Subject: Re: License Agreement for Kayaking and Tours for 2019

Hello Autumn

Someone should be dropping off the contract and the updated insurance certificate to your office today.

You had requested some information from me. Please see below

Thanks
Bill Garrison

We do not do rentals from Newburgh only tours. Below is data on the tours that actually occurred. Many more are scheduled but are either cancelled or do not run because of no registration or poor weather and or river conditions.

2016
13 Sunset paddles - 105 people
Cost is \$60 however 90% are discounted to \$30
24 Paddles and Pints- 213 people

Cost is \$80 however 85% are discounted to \$60

2017

15 Sunset paddles - 72 people

Cost is \$60 however 90% are discounted to \$30

22 Paddles and Pints- 136 people

Cost is \$80 however 85% are discounted to \$60

2018

5 Sunset paddles - 33 people

Cost is \$60 however 90% are discounted to \$30

26 Paddles and Pints- 202 people

Cost is \$80 however 85% are discounted to \$60

5 Fishkill Creek - 32 people

Cost is \$70 100% discounted to \$35

Ideas for City Residents

1. Have a resident sunset paddle for 1 hour on Wednesday evenings \$15

2. City residents can have our preseason discounted prices on our tours. \$30 for Sunsets and \$60 Paddles and Pints and \$35 for Fishkill Creek.

Sent from my iPhone

On Mar 1, 2019, at 3:08 PM, Resto, Autumn <AResto@cityofnewburgh-ny.gov> wrote:

Good Afternoon Mr. Garrison,

The City Council at their meeting on February 25, 2019 passed Resolution No. 46-2019 which authorized the License Agreement in connection with the above matter, but they have a couple of questions they would like you to answer regarding your business:

- Fees charged for rentals and tours for 2016, 2017, 2018 and 2019; and
- Estimates of actual number of rentals and tours in 2016, 2017 and 2018; and
- Are you willing to offer any specials or discounts to City residents?

Accordingly, attached please find communication from Corporation Counsel Michelle Kelson forwarding the 2019 License Agreement for signature.

Please let me know if you have any questions.

Regards,

Autumn Resto

Secretary to Corporation Counsel

City of Newburgh
83 Broadway – City Hall
Newburgh, NY 12550
T: (845) 569-7335
F: (845) 569-7338
E: AResto@cityofnewburgh-ny.gov

This electronic message contains information from the City of Newburgh that may be privileged and confidential. The information is intended for the use of the addressee(s) only. If you are not an addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at aresto@cityofnewburgh-ny.gov or at (845) 569-7335. Thank you.

-----Original Message-----

From: mp7001sp-FL1@cityofnewburgh-ny.gov [<mailto:mp7001sp-FL1@cityofnewburgh-ny.gov>]
Sent: Thursday, February 28, 2019 3:03 PM
To: Resto, Autumn <AResto@cityofnewburgh-ny.gov>
Subject: Scanned Document from City of Newburgh

This E-mail was sent from "RNP371CB7" (Aficio MP 7001).

Scan Date: 02.28.2019 15:03:01 (-0500)
Queries to: mp7001sp-FL1@cityofnewburgh-ny.gov
<20190228150302015.pdf>

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.



2021 Community Video Program

Name: Ellen Fillo

Title: Director of Community Development

Address: 83 Broadway

City, State, Zip: Newburgh, NY 12550

Phone: (845) 569-7386

Email: efillo@cityofnewburgh-ny.gov

Website: www.cityofnewburgh-ny.gov

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

During the term of this Agreement, CGI shall:

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

Program add-ons will include:

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

During the term of this Agreement, the City shall:

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

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

City of Newburgh, NY

CGI Communications, Inc.

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: April 13, 2021

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

During the term of this Agreement, CGI shall:

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

Program add-ons will include:

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

During the term of this Agreement, the City shall:

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

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

City of Newburgh, NY

CGI Communications, Inc.

Signature:

Name (printed):

Title:

Name (printed): Nicole Rongo

Title: Vice President of Marketing and Acquisitions

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

From: [Jeffrey Woody](#)
To: [Resto, Autumn](#)
Subject: Use of Broadway Lot
Date: Monday, March 08, 2021 8:51:06 PM

Hello Ms. Resto,

I'm requesting the use of the Mid-Broadway Lot for the Healthy Orange Farmers Market. The market would run from July 6 - October 26, 2021.

This is a request from The Cathedral at The House located at 131 Broadway.

Thank you,

Bishop Jeffrey C. Woody

There is A Possibility!

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.