



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
September 20, 2018
6:00 PM

Council Meeting Presentations

1. Executive Session

- Proposed, pending or current litigation.
- The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
- *Litigación actual, pendiente o propuesta.*
- *El historial de empleo, medico, financiero o de crédito de una persona o corporación en particular, o temas que conlleven al nombramiento, empleo, ascenso, descenso, disciplina, suspensión, despido o destitución de una persona o corporación en particular.*

2. Public Hearing scheduled for Monday's Council Meeting-- Proposed Amendment to Local Law No. 1-2015 Residency

A public hearing will be held on September 24, 2018 to hear comments concerning a proposed amendment to Local Law No. 1-2015 which adopted a residency requirement for department heads.

Una audiencia pública se llevara a cabo el 24 de septiembre de 2018 para escuchar comentarios con respecto a una enmienda propuesta a la Ley Local No. 1-2015 el cual adopto un requerimiento de residencia para los jefes de departamentos.

Work Session Presentations

3. Presentation from Independent Living Julie Stanton and Doug Hovey
(Councilman Anthony Grice)

*Una presentación de "Independent Living" – Julie Stanton y Doug Hovey
(Concejal Anthony Grice)*

4. Emergency Updates

- *Masterson's Lake*
- *Tam Invoice*

Actualizaciones de Emergencia

5. Amending 2018 Budget to Fund Emergency Demo

Resolution Amending Resolution No. 333-2017, the 2018 Budget for the City of Newburgh, New York to fund expenses related to the emergency demolition of 109 Chambers Street, 302 Grand Street and 49 Dubois Street

Una resolución enmendando Resolución No. 333-2017, el presupuesto del 2018 para la Ciudad de Newburgh, Nueva York para financiar gastos relacionados con la demolición de emergencia de la 109 de la Calle Chambers, 302 de la Calle Grand y la 49 de la Calle Dubois

6. US Dept. of Homeland Security SAFER Grant

Resolution authorizing the City Manager to accept a Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response Program ("SAFER") Grant in an amount not to exceed \$1,497,886.00 to provide funding to hire 9 firefighters in the City of Newburgh Fire Department with a 25% City match in the first two grant years and a 65% City match in the third grant year. (Assistant Fire Chief Terry Ahlers)

Una resolución autorizando al Gerente de la Ciudad a aceptar una subvención del Departamento de Seguridad Nacional bajo el Programa de Personal Adecuado para Responder Emergencias e Incendios ("SAFER") por una cantidad que no exceda \$1,497,886.00 para proporcionar fondos para contratar a 9 bomberos en el Departamento de Bomberos de la Ciudad de Newburgh el cual la Ciudad debe igualar el 25% de los fondos en los primeros dos años de la subvención y deberá igualar un 65% de los fondos en el tercer año de la subvención. (Asistente de Jefe de Bomberos Terry Ahlers)

7. Public Hearing - Concerning a Local Law Authorizing a Property Tax Levy

Resolution scheduling a public hearing for October 9, 2018 to hear public comment concerning a local law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c

Una resolución programando una audiencia pública para el 9 de octubre de 2018 para escuchar comentarios públicos con respecto a una ley local la cual autoriza un impuesto inmobiliario superior al límite establecido en la Sección de la Reglamentación Municipal General 3-c

8. Matrix Study Presentation Police Department

(Chief Douglas Solomon)

Presentación del Departamento de Policía sobre el Estudio "Matrix" (Jefe Doug Solomon)

9. FY 2019 CDBG Annual Action Plan

Resolution opening a 30-day public comment period and scheduling a public hearing for October 9, 2018 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for Fiscal Year 2019 (Ellen Fillo)

Una resolución el cual abre un periodo de comentarios públicos de 30-días y programando una audiencia pública para el 9 de octubre de 2018 para recibir comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto al Programa de Subvención de Desarrollo a los Bloques de la Comunidad para el Plan Consolidado de Viviendas y Desarrollo Comunitario del Año Fiscal 2019 (Ellen Fillo)

Engineering/Ingeniería

10. Proposal with McLaren Engineering for Lake Street Bridge (BIN#20222620)

Resolution authorizing the City Manager to accept a proposal and execute an amendment to the agreement with McLaren Engineering Group for professional engineering and construction support services related to the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project BIN No. 2022260 at a cost of \$45,760.00. (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar una enmienda al acuerdo con "McLaren Engineering Group" para servicios profesionales de ingeniería y apoyo de construcción relacionados con el puente Ruta32/Metal Arch Culvert (Puente de Lake Street) Proyecto de Rehabilitación BIN No. 2022260 por un costo de \$45,760.00. (Chad Wade)

11. Agreement No CSX851004 with CSX Transportation Inc.

Resolution authorizing the City Manager to execute a license agreement with CSX Transportation, Inc. to allow the City and its contractors access to CSX property in connection with the West Trunkline Sewer Corridor Improvements Project (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de licenciatura con "CSX Transportation, Inc." Para permitir a la Ciudad y a sus contratistas acceso a la propiedad de CSX en conexión con el Proyecto de Mejoras del Corredor del Alcantarillado de las Líneas Troncales Oeste. (Chad Wade)

Water Department/ Departamento de Aqueductos

12. VEPO CROSS CONNEX

Resolution authorizing the City Manager to execute a software agreement with VEPO CROSSCONNEX for Back Flow Device Testing Software Program. (Wayne Vradenburgh)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de software con VEPO CROSSCONNEX para pruebas de reflujo del software del programa. (Wayne Vradenburgh)

Planning and Economic Development/Planificación y Desarrollo Económico

13. License Agreement for a Temporary "Pop-Up" Park at 191 South Street

Resolution authorizing the City Manager to enter into a license agreement with The Trustees of Columbia University to allow use and access to 191 South

Street (Section 18, Block 2, Lot 42) for a temporary pop-up park demonstration project. (Ali Church & Scenic Hudson)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licenciatura con el fideicomiso de la Universidad de Columbia para permitir uso y acceso a la 191 de la Calle South (Sección 18, Bloque 2, Lote 42) para un proyecto temporal de demostración de parques emergentes (Ali Church y Scenic Hudson)

14. 41 Liberty Street - Site Development Agreement

Resolution authorizing the City Manager to execute a site development agreement with Liberty Corners, LLC for the transfer and redevelopment of property located at 41 Liberty Street (Section 29, Block 5, Lot 26) (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de sitio con "Liberty Corners, LLC" para la transferencia y remodelación de la propiedad ubicada en la 41 de la Calle Liberty (Sección 29, Bloque 5, Lote 26) (Michelle Kelson)

15. Release of Covenants - 76 West Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Samantha Properties of New York, LLC to the premises known as 76 West Street (Section 20, Block 1, Lot 53) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho a reingreso de un título emitido a Samantha Properties de "New York, LLC" para las instalaciones conocidas como la 76 de la Calle West (Sección 20, Bloque 1, Lote 53) (Michelle Kelson)

16. Release of Restrictive Covenants - 124 William Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Edith Vasquez to the premises known as 124 William Street (Section 44, Block 3, Lot 18) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho a reingreso de un título emitido a Edith Vasquez a las instalaciones conocidas como la 124 de la Calle William (Sección 44, Bloque 3, Lote 18) (Michelle Kelson)

17. Extension of Time to Close - 235 Carpenter Avenue

Resolution authorizing the extension of time to close title on the property located at 235 Carpenter Avenue (Section 7, Block 8, Lot 13) sold at private sale to Arbia Swindell (Michelle Kelson)

Una resolución autorizando la extensión del tiempo para cerrar en un título sobre la propiedad ubicada en la 235 de la Avenida Carpenter (Sección 7, Bloque 8, Lote 13) vendida en una venta privada a Arbia Swindell (Michelle Kelson)

18. Purchase of 81 Henry Avenue
Resolution to authorize the conveyance of real property known as 81 Henry Avenue (Section 48, Block 9, Lot 7) at private sale to Wilder Erazo for the amount of \$52,000.00. (Cynthia Corsiglia)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 81 de la Avenida Henry (Sección 48, Bloque 9, Lote 7) en una venta privada a Wilder Erazo por la cantidad de \$52,000.00. (Cynthia Corsiglia)

19. Purchase of 71 Liberty Street WH

Resolution to authorize the conveyance of real property known as 71 Liberty Street WH (Section 48, Block 10, Lot 13) at private sale to Carlos Hernandez for the amount of \$115,000.00. (Cynthia Corsiglia)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 71 de la Calle Liberty WH (Sección 48, Bloque 10, Lote 13) en una venta privada a Carlos Hernandez por la cantidad de \$115,000.00. (Cynthia Corsiglia)

20. Purchase of 80 Prospect Street

Resolution to authorize the conveyance of real property known as 80 Prospect Street (Section 21, Block 4, Lot 9) at private sale to Carmen Mendez for the amount of \$65,000.00. (Cynthia Corsiglia)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 80 de la Calle Prospect (Sección 21, Bloque 4, Lote 9) en una venta privada a Carmen Mendez por la cantidad de \$65,000.00. (Cynthia Corsiglia)

21. Purchase of 42 Concord Street

Resolution to authorize the conveyance of real property known as 42 Concord Street (Section 29, Block 2, Lot 26) at private sale to Raul Ramirez for the amount of \$40,000.00. (Cynthia Corsiglia)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 42 de la Calle Concord (Sección 29, Bloque 2, Lote 26) en una venta privada a Raul Ramirez por la cantidad de \$40,000.00. (Cynthia Corsiglia)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

22. Lift Orange Up Grant

Resolution authorizing the City Manager to apply for and accept if awarded a HealthlinkNY Community Network and the Orange County Department of Health's Lift Orange Up Program Grant in an amount not to exceed \$13,000.00 for the City of Newburgh Recreation Department Afterschool Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención de la Red Comunitaria Healthlink NY y el programa "Lift Orange Up" del Departamento de Salud del Condado de Orange por una cantidad que no exceda \$13,000.00 para el Programa

Después de la Escuela del Departamento de Recreación de la Ciudad de Newburgh. (Derrick Stanton)

Fire Department / Departamento de Bomberos

23. DEC Volunteer Fire Assistance Grant

Resolution authorizing the City Manager to accept a New York State Department of Environmental Conservation Title IV Volunteer Fire Assistance Grant in an amount of \$1,500.00 to assist in the purchase of wildland firefighting equipment. (Assistant Chief Terry Ahlers)

Una resolución autorizando al Gerente de la Ciudad a aceptar una subvención Título IV Asistencia de Bomberos Voluntarios del Departamento de Conservación Ambiental del Estado de Nueva York por un monto de \$1,500.00 para asistir en la compra de equipo de bomberos wildland. (Asistente de Jefe Terry Ahlers)

24. Resolution authorizing the execution of an agreement with Auctions International, Inc.

A resolution authorizing the City Manager to execute an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo con "Auctions International, Inc." Para proporcionar servicios de liquidación a la Ciudad de Newburgh. (Michelle Kelson)

25. Fire Equipment Surplus

Resolution declaring a Homelite rotary saw serial no. TG32-20296, Homelite rotary saw serial no. T7356-50064, Stihl rotary saw serial no. TS510AV #5, Stihl rotary saw serial no. TS510AV #6, Snapper snow blower model 5241 and serial no. 73204084, and a 1995 Chevrolet Caprice designated VIN no. 1G1BL52P3SR183759 to be surplus equipment (Assistant Chief Terry Ahlers)

Una resolución declarando una sierra rotativa Homelite no. de serie TG32-20296, sierra rotativa Homelite no. de serie T7356-50064, sierra rotativa Stihl no. de serie TS510AV #5, sierra rotativa Stihl no. de serie TS510AV#6, soplador de nieve modelo 5241 y número de serie 73204084 y un Chevrolet Caprice de 1995 designado número de VIN 1G1BL52P3SR183759 para ser equipo de exceso. (Asistente de Jefe Terry Ahlers)

Ordinances/ Decretos

26. Chapter 163 "Fees" -- Addition of backflow tester submittal fee

Ordinance amending Chapter 163 entitled "Fee" of the Code of the City of Newburgh to provide a fee for a backflow tester submittal fee. (Michelle Kelson & Wayne Vradenburgh)

Una Ordenanza enmendando el Capítulo 163 titulado "Tarifa" del Código

de la Ciudad de Newburgh para proporcionar una tarifa para la tasa de envío de un probador de reflujo. (Michelle Kelson y Wayne Vradenburgh)

Discussion Items/Temas de Discusión

27. Arts & Cultural Commission

(Councilwoman Monteverde)

Comisión de Artes y Cultura (Concejal Monteverde)

28. Water Conservation Measures & Water Emergency Declaration

Medidas para conservar el agua y declaración de emergencia de agua

RESOLUTION NO.: 258 - 2018

OF

SEPTEMBER 10, 2018

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR SEPTEMBER 24, 2018 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AMENDING CITY CHARTER SECTION C3.12
ENTITLED "RESIDENCY REQUIREMENTS"
OF THE CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Amending City Charter Section C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 24th day of September, 2018, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Lorens 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 Sept. 10, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of Sept. 2018

Lorens Vittek
City Clerk

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED "RESIDENCY REQUIREMENTS" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh".

SECTION 2 - AMENDMENT

City Charter Section C3.12 entitled "Residency Requirements" is hereby amended as follows:

- A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.
- B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law ~~on or after January 13, 2015~~. This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.
- C. Definitions. As used in this section, the following terms shall have the meanings indicated:
- OFFICER - includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City

~~Strikethrough~~ denote deletions

Underlining denotes additions

Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh after the effective date of this local law ~~on or after January 13, 2015~~ and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law ~~on or after January 13, 2015~~.

RESIDENCY – a person's usual and customary place of abode where the individual lives and regularly stays, the place where the family of any person permanently resides and the place where any person having no family generally lodges

D. Residency for new officers. Every person initially appointed as an officer of the City of Newburgh after the effective date of this local law ~~on or after January 13, 2015~~ shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial permanent appointment or become a resident within 90 days of permanent appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer's residence. Where the officer's family permanently resides is a significant factor in determining the officer's residence. The following sources of verification or documentation also should be considered:

Voter's registration
Driver's license
Motor vehicle registration
Utility bills and receipts
Deed

~~Strikethrough~~ denote deletions

Underlining denotes additions

Tax bills and receipts
Contract for sale
Lease or rental agreement
Landlord's affidavit
Insurance policies
Visual verification

F. Waiver. In the event that the provisions of Subsection D of this Section will prevent the City from filling the officer positions, one sixty (60) day extension may be granted as follows:

1. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;
2. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and
3. By the City Court for the City Marshal and Acting City Marshal.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City or who is an employee of the City as of the effective date of this local law January 12, 2015 and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.
2. Nothing herein shall change the residency requirement for any elected City official.
3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on _____, 2018 after it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

~~Strikethrough~~ denote deletions
Underlining denotes additions

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO FUND EXPENSES RELATED TO THE EMERGENCY DEMOLITION
OF 109 CHAMBERS STREET, 302 GRAND STREET AND 49 DUBOIS STREET

WHEREAS, adjustments to the 2018 Budget are necessary to fund expenses related to the emergency demolition of 109 Chambers Street, 302 Grand Street and 49 Dubois Street; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1900 Contingency Emergency	<u>\$146,860.00</u>	
A.1365.0448 Property Management -Maintenance Other Services		<u>\$146,860.00</u>
TOTAL:	\$146,860.00	\$146,860.00

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A
DEPARTMENT OF HOMELAND SECURITY UNDER THE STAFFING FOR ADEQUATE
FIRE AND EMERGENCY RESPONSE PROGRAM (“SAFER”) GRANT IN AN AMOUNT
NOT TO EXCEED \$1,497,886.00 TO PROVIDE FUNDING TO HIRE 9 FIREFIGHTERS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT
WITH A 25% CITY MATCH IN THE FIRST TWO GRANT YEARS AND
A 65% CITY MATCH IN THE THIRD GRANT YEAR**

WHEREAS, by Resolution No. 92-2018 of April 9, 2018, the Council of the City of Newburgh, New York authorized the City Manager to apply for a grant from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response (“SAFER”) Program for FY2017; and

WHEREAS, by Resolution No. 96-2018 of April 23, 2018, the City Council of the City of Newburgh, amended Resolution No. 92-2018 of April 9, 2018, and authorized the City Manager to execute such documents and to take any necessary and appropriate actions to apply for a grant in an amount not to exceed \$1,376,645.00 from the SAFER Program to provide funding to hire 9 firefighters in the City of Newburgh Fire Department with a City match of 25% in the first two grant years and a City match of 65% in the third grant year; and

WHEREAS, the City of Newburgh was awarded a SAFER Program Grant in the amount of \$1,497,886.00 with a City match of 25% in the first two grant years and a City match of 65% in the third grant year for a total match of \$931,115.00 and to maintain the number of firefighters at the time of the award along with the number of firefighters funded by the grant award; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to accept such grant as awarded;

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 such documents and to take any necessary and appropriate actions to accept a grant in an amount not to exceed \$1,497,886.00 from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response (“SAFER”) Program to provide funding to hire 9 firefighters in the City of Newburgh Fire Department with a City match of 25% in the first two grant years and a City match of 65% in the third grant year for a total match of \$931,115.00; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh to take necessary and required steps to adopt annual budgets which sufficiently fund the City’s grant match and staffing obligations during the grant term.

Award Package



FEMA

Mr. Paul Pullar
City of Newburgh Fire Department
83 Broadway
Newburgh, New York 12550-5617

Re: Award No. EMW-2017-FH-00234

Dear Mr. Pullar:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant has been approved in the amount of \$2,429,001.00. As a condition of this award, you are required to contribute a cost match in the amount of \$931,115.00 of non-Federal funds. The Federal share is \$1,497,886.00 of the approved total project cost of \$2,429,001.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your recruitment period has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please

complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas DiNanno". The signature is fluid and cursive, with a large initial "T" and a stylized "D".

Thomas George DiNanno
GPD Assistant Administrator

Summary Award Memo

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2017-FH-00234
GRANTEE: City of Newburgh Fire Department
DUNS NUMBER: 966864456
AMOUNT: \$2,429,001.00, Hiring

Project Description

The purpose of the Staffing for Adequate Fire and Emergency Response Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Staffing for Adequate Fire and Emergency Response Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

27-FEB-19 to 26-FEB-22

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$1,349,001.00
Fringe Benefits	\$1,080,000.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$2,429,001.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

Economic Hardship Waiver Approved Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Nancy Cannon at Nancy.Cannon@fema.dhs.gov

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) Grants

GRANTEE: City of Newburgh Fire Department

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Hiring

AGREEMENT NUMBER: EMW-2017-FH-00234

AMENDMENT NUMBER:

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Article XLI	Trafficking Victims Protection Act of 2000
Article XLII	Universal Identifier and System of Award Management (SAM)
Article XLIII	USA Patriot Act of 2001
Article XLIV	Use of DHS Seal, Logo and Flags
Article XLV	Whistleblower Protection Act

Article I. **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional

assurances. Applicants are required to fill out the assurances applicable to their programs instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article II. **DHS Specific
Acknowledgements
and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability,

religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article III. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

Article IV. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI. Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII. Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101- 12213).

Article VIII. **Animal Welfare Act of 1966**

Where applicable, recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article IX. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Article X. **Civil Rights Act of 1964 - Title VI**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Article XI. **Civil Rights Act of 1968**

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

Article XII. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the recipient under the Federal award must contain provisions as required by Appendix II of 2 C.F.R. Part 200, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, including but not limited to the following:

- a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41

U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XIII. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV. Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XVI. Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XVII. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVIII. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XIX. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX. Environmental Planning and Historic Preservation Screening

AFG funded activities that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency website at: <https://www.fema.gov/library/viewRecord.do?id=6906>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

Article XXI. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXII. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A- 129.)

Article XXIII. Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXIV. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXV. Hotel and Motel Fire Safety Act of 1990	In accordance with Section 6 of the <i>Hotel and Motel Fire Safety Act of 1990</i> , <u>15 U.S.C. § 2225a</u> , all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the <i>Federal Fire Prevention and Control Act of 1974</i> , as amended, <u>15 U.S.C. § 2225</u> .
Article XXVI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)	All recipients must comply with the <i>Title VI of the Civil Rights Act of 1964</i> (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article XXVII. Lobbying Prohibitions	All recipients must comply with <u>31 U.S.C. § 1352</u> , which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.
Article XXVIII. National Environmental Policy Act	All recipients must comply with the requirements of the <u>National Environmental Policy Act (NEPA)</u> and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article XXIX. Nondiscrimination in Matters Pertaining to Faith- Based Organizations	It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article XXX. Non-supplanting Requirement	All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article XXXI. Notice of Funding Opportunity Requirements	All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article XXXII. Patents and Intellectual Property Rights	Unless otherwise provided by law, recipients are subject to the <u>Bayh-Dole Act</u> , Pub. L. No. 96-517, as amended, and codified in <u>35 U.S.C. § 200</u> et seq. All recipients are subject

to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article XXXIII. Prior Approval for
Modification of
Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article XXXIV. Procurement of
Recovered Materials**

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article XXXV. Protection of Human
Subjects**

Where applicable, recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

**Article XXXVI. Rehabilitation Act of
1973**

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article XXXVII. Reporting of Matters
Related to Recipient
Integrity and
Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200.

Article XXXVIII. Reporting Subawards and Executive Compensation	<u>Appendix XII</u>, the full text of which is incorporated here by reference in the award terms and conditions. All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at <u>2 C.F.R. Part 170, Appendix A</u>, the full text of which is incorporated here by reference in the award terms and conditions.
Article XXXIX. SAFECOM	All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the <u>SAFECOM</u> Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article XL. Terrorist Financing	All recipients must comply with <u>E.O. 13224</u> and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article XLI. Trafficking Victims Protection Act of 2000	All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the <i>Trafficking Victims Protection Act of 2000</i>, (TVPA) as amended by <u>22 U.S.C. § 7104</u>. The award term is located at <u>2 C.F.R. § 175.15</u>, the full text of which is incorporated here by reference in the award terms and conditions.
Article XLII. Universal Identifier and System of Award Management (SAM)	All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at <u>2 C.F.R. Part 25, Appendix A</u>, the full text of which is incorporated here by reference in the terms and conditions.
Article XLIII. USA Patriot Act of 2001	All recipients must comply with requirements of the <u><i>Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)</i></u>, which amends <u>18 U.S.C. §§ 175-175c</u>.
Article XLIV. Use of DHS Seal, Logo and Flags	All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article XLV. Whistleblower Protection Act	All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at <u>10 U.S.C § 2409</u>, <u>41 U.S.C. 4712</u>, and <u>10 U.S.C. § 2324</u>, <u>41 U.S.C. §§ 4304 and 4310</u>.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1. AGREEMENT NO. EMW-2017-FH-00234	2. AMENDMENT NO. 0	3. RECIPIENT NO. 14-6002329	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX03041N2018T
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6. RECIPIENT NAME AND ADDRESS City of Newburgh Fire Department 22 Grand Street Newburgh New York, 12550-5617	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20472 POC: Arlyce Powell 202-786-9523	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472
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9. NAME OF RECIPIENT PROJECT OFFICER Paul Pullar	PHONE NO. 8455697432	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960
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11. EFFECTIVE DATE OF THIS ACTION 27-FEB-19	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:27-FEB-19 To:26-FEB-22
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Budget Period
From:13-MAY-18 To:29-SEP-18

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
SAFER	97.083	2018-F7-C211-P4310000-4101-D	\$0.00	\$1,497,886.00	\$1,497,886.00	\$931,115.00
TOTALS			\$0.00	\$1,497,886.00	\$1,497,886.00	\$931,115.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Rosalie Vega

DATE
09-AUG-18

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER)

NOTE: Applicants pursuing this funding opportunity who have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM) should take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or longer after registering for SAM before the registration is active in the system, then another 24 hours for [Grants.gov](http://www.grants.gov) to recognize the information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS and SAM is also provided in [Section D. Application and Submission Information](#).

A. Program Description

Issued By

U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

Catalog of Federal Domestic Assistance (CFDA) Number
97.083

CFDA Title

Staffing for Adequate Fire and Emergency Response (SAFER)

Notice of Funding Opportunity (NOFO) Title

Fiscal Year (FY) 2017 Staffing for Adequate Fire and Emergency Response (SAFER)

NOFO Number

DHS-17-GPD-083-000-99

Authorizing Authority for Program

Section 34 of the *Federal Fire Prevention and Control Act of 1974* (Pub. L. No. 93-498, as amended) (15 U.S.C. § 2229a)

Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2017 (Pub. L. No. 115-31)

Program Type

New

Program Overview, Objectives, and Priorities

Program Overview

The Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) Grant Programs Directorate (GPD) is responsible for the implementation and administration of the Staffing for Adequate Fire and Emergency Response (SAFER) grant program.

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments.

In awarding grants, the Administrator of FEMA shall consider the following:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards; and
- The extent of an applicant's need for a SAFER grant and the need to protect the United States as a whole.

SAFER Grants are offered to support projects in two activities. This NOFO provides potential eligible applicants with application requirements and details for processing and evaluating applications for financial assistance for both of these activity areas.

- **Hiring of Firefighters Activity** is to hire new, additional firefighters to improve staffing levels.
- **Recruitment and Retention of Volunteer Firefighters Activity** is to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response.

Each activity has specific priorities and objectives. For additional details, please see [Appendix B – Programmatic Information and Priorities, Section IV. Funding Priorities.](#)

Program Objectives

The objective of the SAFER grant program is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, and assure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

Although not required for a SAFER grant, it is preferable that the enhanced staffing levels of all SAFER recipients should ensure that all first-arriving apparatus are staffed with a minimum of four qualified personnel (to meet National Fire Protection Association (NFPA) 1710/1720 standards) who are capable of initiating the suppression response.

Ultimately, SAFER recipients should achieve more efficient responses and safer incident scenes, thereby ensuring communities have improved protection from fire and fire-related hazards.

The FY 2017 SAFER grant program also plays an important role in the implementation of the National Preparedness System. The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (Goal) of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allow for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal while maintaining the civil rights of individuals.

The FY 2017 SAFER Grant Program's allowable costs support efforts to build and sustain core capabilities such as Fire Management and Suppression, and Public Health and Medical Services across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. Examples of desired outcomes for the FY 2017 SAFER grant program include increasing the number of full-time firefighters to achieve compliance with NFPA standards- reducing loss due to fire through the Hiring Activity, and reducing volunteer turnover through incentives provided under the Recruitment and Retention Activity.

Additional details on the National Preparedness Goal can be found at <https://www.fema.gov/national-preparedness-goal>

B. Federal Award Information

Award amounts, important dates, and extensions

Available funding for the NOFO: \$345,000,000

Projected number of Awards: 300

Period of performance: 12-48 Months

- **Hiring of Firefighters Activity:** The period of performance will be 36 months for all grants awarded under the Hiring of Firefighters Activity.
- **Recruitment and Retention of Volunteer Firefighters Activity:** The period of performance will be between 12 and 48 months for all grants awarded under the Recruitment and Retention of Volunteer Firefighters Activity.

Projected period of performance start date(s): 07/01/2018

Projected period of performance end date(s):

06/30/2020-06/30/2021

Funding instrument: Grant

Extensions: Extensions to the period of performance are allowable under the Recruitment and Retention of Volunteer Firefighters Activity only.

C. Eligibility Information

Eligible Applicants

Under the FY 2017 SAFER Grant Program, eligible applicants are limited to those entities described below within each activity:

- **Hiring of Firefighters Activity**

Volunteer, combination, and career fire departments are eligible to apply for funding.

National, state, local, or federally recognized tribal organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Grant Award under the Hiring of Firefighters Activity.

- **Recruitment and Retention of Volunteer Firefighters Activity**

Volunteer and combination fire departments and National, state, local, or federally recognized tribal organizations representing the interests of volunteer firefighters are eligible to apply for funding.

Career fire departments are not eligible to receive a SAFER Grant Award under the Recruitment and Retention of Volunteer Firefighters Activity.

Volunteer fire departments and combination fire departments may apply for funding under both activities; separate applications must be completed for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, both applications will be disqualified.

Municipalities and fire districts may submit applications on behalf of fire departments lacking the legal status to do so, such as those under the support of the municipality or district. The municipality or fire district may submit only one application for hiring per application period for each eligible fire department within the municipality or fire district. The following entities are **NOT** eligible to apply under this announcement:

- Federal fire departments and fire departments under contract to the Federal Government whose sole responsibility is the suppression of fires on federal installations or lands;
- For-profit fire departments and organizations (e.g. fire departments that do not have specific nonprofit status or that are not municipally based);

- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams;
- Non-federal airport or port authority fire departments whose sole responsibility is suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities;
- Fire stations that are part of, controlled by, or under the day-to-day operational direction of a larger fire department or agency, or that are not otherwise independent; and
- State and local agencies, such as forest service, fire marshals, emergency management offices, hospitals, and training offices.

Each activity has its own application and eligibility requirements. These requirements are outlined in [Appendix B – Programmatic Information and Priorities, Section IV. Funding Priorities](#).

Eligibility Criteria

Minimum Budget Requirement

At the time of application, both SAFER Hiring of Firefighter Activity and Recruitment and Retention of Volunteer Firefighters Activity grant applicants are required to certify their annual budget for fire-related programs and emergency response must not have been reduced below 80 percent of the applicant's average funding level in the three years prior to November 24, 2003.

Applicants experiencing economic hardship may apply for a waiver of this requirement. Please see [Appendix C: Award Administration Information](#).

Other Eligibility Criteria

National Incident Management System (NIMS) Implementation

SAFER Grant Program applicants are not required to be in compliance with the [National Incident Management System](#) (NIMS) to apply for funding under this NOFO or to be awarded a grant under this NOFO. However, any applicant that receives an FY 2017 SAFER Grant Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g. a local government), prior to the end of the grant's period of performance.

Maintenance of Effort (MOE)

There is no maintenance of effort requirement for the FY 2017 SAFER grant program.

Cost Share or Match

- **Recruitment and Retention of Volunteer Firefighters Activity**

Recipients of SAFER Recruitment and Retention of Volunteer Firefighters Activity grants are not required to contribute a Cost Share or Match (non-federal funds).

- **Hiring of Firefighters Activity**

Recipients of SAFER Hiring of Firefighters Activity grants are required to contribute non-federal funds subject to a Position Cost Limit and a Cost Share, as described below.

All recipients should ensure that they are thoroughly familiar with FEMA's cost sharing requirements identified below, as well as the appropriate cost principles as identified at 2 C.F.R. § 200.101(b)(1).

The recipient is not required to have the cost share at the time of application. However, before a grant is awarded, FEMA may contact potential awardees to determine whether the recipient has the funding in hand or if the recipient has a viable plan to obtain the funding necessary to fulfill the cost sharing requirement.

Position Cost Limit (No Waiver Available)

The amount of federal funding provided to a recipient under the SAFER Hiring of Firefighters Activity for hiring a firefighter in any fiscal year may not exceed:

- in the first and second years of the grant, 75 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted; and
- in the third year of the grant, 35 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted.

"Usual annual costs" includes the base salary (exclusive of overtime) and standard benefits package (including the **average** health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by fire departments to first-year (i.e. entry-level) firefighters. Please refer to Appendix B regarding eligible and ineligible costs for SAFER Hiring of Firefighter Activity grants.

The Position Cost Limit is automatically calculated by the eGrants system in the Budget section of the application. **There is no waiver available for this requirement.**

Cost Share (Waiver Available)

Under the SAFER Hiring of Firefighters Activity, grant recipients are required to contribute a Cost Share toward the actual cost of hiring firefighters under this program. The Federal portion of the costs of hiring new firefighters under this grant may not exceed:

- 75 percent of the actual costs incurred in each of the first and second years of the grant; and
- 35 percent of the actual costs incurred in the third year of the grant.

Therefore, the recipient is required to contribute at least the following in non-Federal funds:

- 25 percent of the actual costs incurred in each of the first and second years of the grant; and
- 65 percent of the actual costs incurred in the third year of the grant.

A Cost Share of non-federal cash is the only allowable recipient contribution. Grant recipients can apply to waive this requirement.

Example:

The applicant submits a SAFER Hiring of Firefighter Activity grant application for one (1) new firefighter. At the time the application is submitted, the usual annual cost of a first year firefighter in that department is \$100,000. The federal funding, due to the Position Cost Limit, will be limited to:

- Year 1 = \$75,000
- Year 2 = \$75,000
- Year 3 = \$35,000

The grant is awarded and the department accrues the following actual costs during the term of the grant:

- Year 1 = \$80,000
- Year 2 = \$95,000
- Year 3 = \$110,000

In this case, the federal portion will be:

- Year 1
 - If the Cost Share requirement is not waived
 - Federal funds will be limited to \$60,000, or 75 percent of actual costs incurred (\$80,000)
 - If the Cost Share requirement is waived
 - Federal funds will cover no more than \$75,000, or 75 percent of the usual cost of a firefighter at the time of application (\$100,000)
- Year 2
 - If the Cost Share requirement is not waived
 - Federal funds will be limited to \$71,250, or 75 percent of actual costs incurred (\$95,000)
 - If the Cost Share requirement is waived
 - Federal funds will cover no more than \$75,000, or 75 percent of the usual cost of a firefighter at the time of application (\$100,000)
- Year 3
 - If the Cost Share requirement is not waived

- Federal funds will be limited to \$35,000 due to the Position Cost Limit of 35 percent of the usual cost of a firefighter at the time of application (\$100,000).
- If the Cost Share requirement is waived
 - Federal funds will cover no more than \$35,000, or 35 percent of the usual cost of a firefighter at the time of application (\$100,000).

Economic Hardship Waiver of Cost Share or Minimum Budget Requirement

The FEMA Administrator may waive or reduce the Cost Share or Minimum Budget requirements in cases of demonstrated economic hardship. There is no waiver available for the Position Cost Limit. Please see [Appendix C: Award Administration Information](#).

D. Application and Submission Information

Key Dates and Times

Date posted to Grants.gov: *03/01/2018*

Application start date: *03/26/2018 at 8:00 AM Eastern Time*

Application submission deadline: *04/27/2018 at 5:00 PM Eastern Time*

In general, DHS/FEMA will not review applications received after the deadline or consider them for funding. DHS/FEMA may, however, extend the application deadline on request for any applicant who can demonstrate good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances. If applicants experience technical issues, they must notify the FEMA Help Desk as soon as possible.

Anticipated funding selection date: *06/01/2018*

Anticipated award date: *07/01/2018*

Address to Request Application Package

The online FY 2017 SAFER application is available through the Assistance to Firefighters Grant Program's (AFGP) eGrants system application portal at <https://portal.fema.gov/>. There are several ways to access application information:

- AFGP website (<http://www.fema.gov/firegrants>)
- Grants.gov (<http://www.grants.gov>)
- U.S. Fire Administration (<http://www.usfa.fema.gov>)

Hard copies of the application are not available.

In addition, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is: (800) 462-7585.

Application tutorials and Frequently Asked Questions (FAQs) explain the current SAFER grant program, assist with the online grant application, and highlight lessons learned and changes for FY 2017. For more details, please visit the AFGP website at <http://www.fema.gov/firegrants>.

Content and Form of Application Submission

DHS makes all funding opportunities available on the internet, accessible at <http://www.grants.gov>. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

The Grants.gov website will direct applicants to the eGrants system application portal at <https://portal.fema.gov/>, which contains the online SAFER application. All required forms have been incorporated into the online SAFER application.

The eGrants system will allow an authorized representative to log in and create a user name and password. This user name and password is specific to the authorized user and must not be shared with other personnel. If the applicant has submitted any AFGP applications (including Assistance to Firefighters Grant (AFG), Staffing for Adequate Fire and Emergency Response (SAFER), Fire Prevention and Safety (FP&S), or Station Construction Grant (SCG)) in a previous grant cycle, they must continue to use the same username, password, and DUNS number for any FY 2017 application(s).

If the applicant has forgotten the password or the primary point of contact has changed, please visit <http://www.fema.gov/assistance-firefighters-grant-program-most-frequently-asked-questions> for instructions on how to update and correct the organization's information.

The automated application is designed with help screens and drop-down lists to assist the applicant throughout the process. Applicants can save, retrieve, update, and revise their work through the end of the application period. Applicants should save their work often as the electronic application includes a time-out feature. The automated system does not allow an applicant to submit an incomplete application. The system alerts the applicant when required information has not been entered.

Applicants may not make any changes after submitting the application in eGrants. There is no appeal process for inaccurate or incomplete information in the application. To minimize problems, please:

- Access eGrants only through Internet Explorer (IE 6 or higher). Internet Explorer 11 is the most recent version that the eGrants system can handle, and is preferred.
- Have only one browser tab open when entering information, even when using Internet Explorer (IE 6 or higher). There are several known problems entering application information using non-IE browsers or having multiple browsers open, including but not limited to:
 - System failure to recognize correct information
 - System failure to capture and retain correct information
 - System functions like “cut and paste” being disabled

The primary point of contact listed in the application will be notified automatically via email when the application is received.

Unique Entity Identifier and System for Award Management (SAM)

DHS is participating in the Grants.gov initiative that provides the grant communities a single site to find grant funding opportunities. Before applying for a DHS grant, applicants must have a DUNS number and must be registered in SAM.

Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may take four weeks or more after the applicant submits the SAM registration before the registration is active in SAM, then an additional 24 hours for Grants.gov to recognize the information.

FEMA may not make an award until the entity has complied with the requirements to provide a valid DUNS number and maintain an active SAM registration with current information. If the applicant is noncompliant at the time of award offer, then FEMA may determine the applicant is not qualified to receive an award, and award another applicant.

IMPORTANT: Please ensure that applicant organization's name, address, DUNS number, and Employer Identification Number (EIN) are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA applications. The applicant organization's name in SAM must also match the organization name provided on the applicant's SF-1199a Direct Deposit Form. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct.

DUNS number

Instructions for obtaining a DUNS number can be found at the following website: <http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>. The DUNS number must be included in the data entry field labeled "Organizational DUNS" on the Standard Forms (SF)-424 forms submitted as part of this application.

System for Award Management (SAM)

Applicant registration in SAM is free. All applicants must register with SAM in order to apply online. Step-by-step instructions for registering with SAM can be found here: <http://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>. Please remember that SAM registration is only active for one year and must be renewed annually.

Existing SAM.gov account holders should check their account to make sure it is "active." SAM registration should be completed at the very beginning of the application period, and renewed annually to avoid being "inactive."

Help with SAM

SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

Commercial and Government Entity (CAGE) Code

To get a CAGE code, applicants must first be registered in SAM, which is a requirement for doing business with the Federal Government. Applicants will be assigned a CAGE code as part of the SAM validation process, and as soon as the registration is active, applicants can view the CAGE code online by logging in to the SAM account.

Funding Restrictions

Federal funds made available through this program may be used only for the purpose set forth in the award package and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. Failure to adhere to the award conditions will cause the recipient to be considered in default of the grant agreement, and may require the return of all federal funds disbursed under the grant.

Applicants may submit only one application per eligible activity. Any applicant that submits more than one application, per activity, will have *all* applications within that activity deemed ineligible.

For more information on restrictions on use of funds, please see [Appendix B: Programmatic Information and Priorities](#).

Construction or Remodeling/Renovation Costs. Construction costs are not eligible under the SAFER grant program. Construction includes major alterations to a building that changes the profile or footprint of the structure. To support eligible awarded activities under the SAFER Recruitment and Retention of Volunteer Firefighters Activity, remodeling/renovations to an existing facility are limited to minor interior alterations costing less than \$10,000 and should be requested under Modification to Facilities. IMPORTANT: Some of these activities may require an Environmental and Historic Preservation (EHP) review; certain costs associated with an EHP Review are eligible for reimbursement.

Environmental and Historic Preservation (EHP)

As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with Federal EHP regulations, laws and Executive Orders as applicable. Recipients proposing projects that have the potential to impact the environment, including, but not limited to modification or renovation of existing buildings, structures and facilities, must participate in the FEMA EHP Review

process. The EHP Review process involves the submission of a screening form that includes detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP Review process must be completed before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP Review.

Additionally, all recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FEMA Policy (FP) 108-023-1, [Environmental Planning and Historic Preservation Policy Guidance](#), and FP 108-24-4, [Environmental Planning and Historical Preservation Policy](#).

SAFER projects that involve the installation of equipment not specifically excluded from a FEMA EHP Review per the GPD Programmatic Environmental Assessment (PEA); ground-disturbing activities; or modification/renovation of existing buildings or structures must undergo a FEMA EHP Review.

No facilities modification project can proceed, with the exception of project planning, prior to formal FEMA approval. Funds for activities that do not require an EHP Review may be requested by the recipient.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training; and
- Acquisition of mobile and portable equipment (not involving installation) on or in a building.

The EHP Screening form and instructions are available at: <https://www.fema.gov/media-library/assets/documents/90195>

Complete the EHP Screening form and submit to the EHP Office at GPDEHPInfo@fema.dhs.gov.

Pre-award Costs

Only costs incurred during the period of performance are allowable (see Section F: Federal Award Administration Information, Period of Performance Guidance). However, recipients under the Recruitment and Retention of Volunteer Firefighters Activity may request to be reimbursed for grant writer fees (see [Appendix C: Award Administration Information, Section I. Grant Writer/Preparation Fees](#); see also [Appendix B: Programmatic Information and Priorities, Section V. Eligible and Ineligible Costs](#)).

Management and Administration

Management and administrative (M&A) expenses are not operational costs but are necessary costs incurred in direct support of the grant or as a consequence of it. As such, these costs can be itemized in financial reports. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.

No more than 3 percent of the federal share of SAFER Recruitment and Retention of Volunteer Firefighters Activity funds may be expended by the recipient for management and administration (M&A) purposes associated with the SAFER award.

M&A costs under the Hiring of Firefighters Activity are not eligible.

Indirect (Facilities & Administrative [F&A]) Costs

Indirect F&A costs are those costs incurred for a common or joint purpose benefitting more than one cost objective. These costs are not readily assignable to the costs objectives specifically benefitted, without effort disproportionate to the results achieved. Indirect costs are allowable under the Recruitment and Retention of Volunteer Firefighters Activity, as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award. Copies of the indirect cost rate agreements, along with the SAFER application number, must be submitted electronically to FireGrants@fema.dhs.gov.

Indirect costs will be evaluated as part of the application for federal funds, and must be included as a line item in the Request Details section of the application, to determine if they are allowable, reasonable, or disproportionately impact an application's cost benefit.

E. Application Review Information

Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the SAFER grant program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the Criteria Development Panel's (CDP) recommendations with respect to the priorities, direction, and criteria for awards.

The **nine major fire service organizations** represented on the CDP are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council

- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

Prior to making a federal award, the federal awarding agency is required by 31 U.S.C. 3321 and 41 U.S.C. 2313 to review information available through any OMB-designated repositories of government wide eligibility qualification or financial integrity information. Therefore application evaluation criteria may include the following risk based considerations of the applicant: (1) financial stability; (2) quality of management systems and ability to meet management standards; (3) history of performance in managing federal award; (4) reports and findings from audits; and (5) ability to effectively implement statutory, regulatory, or other requirements.

Simplified Acquisition Threshold (currently \$150,000)

- Prior to making a federal award with a total amount of federal share greater than the simplified acquisition threshold, DHS is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS).
- An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM.
- DHS will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.205 federal awarding agency review of risk posed by applicants.

Review and Selection Process

All applications submitted under this NOFO are scored competitively and are reviewed through a multi-phase process outlined below:

- **Pre-scoring**

All complete and eligible applications are evaluated relative to SAFER Grant Program funding priorities (see information on the funding priorities in [Appendix B – Programmatic Information and Priorities, Section IV. Funding Priorities](#)) and is accomplished through pre-scoring and the peer review panel process. General and activity-specific information submitted in the application will determine an applicant's initial standing relative to SAFER grant funding priorities. Applications most consistent with the SAFER grant funding priorities score higher in the

automated (pre-score) evaluation. The pre-score represents 50 percent of the total application score. Application narratives are not reviewed during pre-score.

- **Peer Review Panel**

A panel of at least three peer reviewers performs the second phase of an application's evaluation. The panel is composed of fire service representatives recommended by the national organizations from the CDP. These panelists evaluate the application using the Narrative Statement, answers to the general questions, and answers to the activity-specific questions provided in the application. Each application is evaluated on its own merits against established criteria and is not compared to other applications. The peer review panel score represents 50 percent of the total application score. Panelists use the following criteria to score each Narrative Statements.

Drafting the Narrative Statement

Applicants should save their work often as the electronic application includes a time-out feature. If no-save activity is detected for a period of time, the application will time-out and all information that is not saved could be lost. Therefore, it is recommended that applicants type the Narrative Statement information offline using a word processing program to avoid losing any information.

Once the Narrative Statement is complete, applicants can then cut-and-paste the text into the appropriate sections within the Narrative Statement section of the online application.

Please note the Narrative Statement blocks do not allow for formatting. Do not type the narrative using only capital letters. Additionally, do not include tables, special fonts (e.g. quotation marks, bullets), or graphs.

Space for the Narrative Statement is limited. Each element must have a minimum of 200 characters and a 2000 character limit unless noted below.

Once the Narrative Statement is saved to the online application, log-out and then log back in to the application to verify that the information was successfully saved.

Narrative Evaluation Criteria

The Narrative Statement of the application must provide specific details about the activity for which applicants are seeking funding, including budget details. The applicant must explain how the proposed activity is related to the Hiring of Firefighters Activity or the Recruitment and Retention of Volunteer Firefighters Activity.

In applications for the Recruitment and Retention of Volunteer Firefighters Activity, applicants must provide details regarding how volunteers will qualify for the incentives (who is eligible for initiatives funded under the grant and discuss any

prerequisites). For example, an organization might withhold paying nominal stipends until members participate in a minimum number of operational activities.

Panelists will evaluate and score each activity based on the following narrative elements within each activity:

i. Hiring of Firefighters Activity

The Narrative Statement for applications requesting this funding must include Elements 1 through 4. Each element will be evaluated independently by the panelists. The relative weight of each element in the determination of the grant award is listed below.

1) Project Description (30 percent):

- a) Why does the department need the positions requested in this application?
- b) How will the positions requested in this application be used within the department (e.g. fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime).
- c) What specific benefits will the requested positions provide to the fire department and community?
- d) Describe how funds awarded through this grant would enhance the department's ability to protect critical infrastructure within the primary response area.

2) Impact on Daily Operations (30 percent):

- a) Explain how the community and the current firefighters employed by the department are at risk without the positions requested in this application.
- b) How will that risk will be reduced if awarded?

3) Financial Need (30 percent):

- a) Provide an income versus expenses breakdown of the current annual budget.
- b) Describe the department's budget shortfalls and inability to address financial needs without federal assistance.
- c) What other actions has the department taken to obtain funding elsewhere (e.g. state assistance programs, other grant programs)?
- d) Discuss how the critical functions of the department are affected without this funding.

4) Cost Benefit (10 percent):

Describe the benefits (e.g. quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

ii. Recruitment and Retention of Volunteer Firefighters Activity (Fire Departments)

The Narrative Statement for applications requesting this funding must include Elements 1 through 4. Each element will be evaluated independently by the panelists. The relative weight of each element in the determination of the grant award is listed below. The peer review evaluation score represents 70 percent of the total application score.

1) Project Description (30 percent):

- a) Describe the problems and issues the department is experiencing in recruiting new volunteer firefighters.
- b) What are the problems and issues the department is experiencing in retaining current members?
- c) Describe the implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues. Describe the current marketing plan already in place, or the marketing program to be put in place with grant funds.
- d) Describe how the program will be evaluated for its impact on identified recruitment and retention problems and issues. How will the overall effectiveness of the grant will be measured?
- e) Describe the specific benefits the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire department(s) and community.
- f) If the grant request will have a regional impact discuss how the regional partners will benefit and which activities they will benefit from.

2) Impact on Daily Operations (30 percent):

- a) Describe how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
- b) How will the risk be reduced if awarded?
- c) Explain the impact the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the department's NFPA compliance.

3) Financial Need (30 percent):

- a) Provide an income versus expenses breakdown of the department's current annual budget.
- b) Describe the department's budget shortfalls and the inability to address financial needs without federal assistance.
- c) What other actions has the department taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs)? How have similar projects have been funded in the past?
- d) Discuss how the critical functions of the department are affected without this funding.

4) Cost Benefit (10 percent):

Describe the benefits (e.g. quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the items or activities requested in this application.

iii. Recruitment and Retention of Volunteer Firefighters Activity (national, state, local, or federally recognized tribal volunteer firefighters interest organizations)

The Narrative Statement for applications requesting this funding must include Elements 1 through 4. Each element will be evaluated independently by the panelists. The relative weight of each element in the determination of the grant award is listed below. The peer review evaluation score represents 70 percent of the total application score.

1. Project Description (30 percent):

- a) Describe the problems and issues the fire departments, who the organization will be reaching with this grant, are experiencing in recruiting new volunteer firefighters.
- b) What are the problems and issues the same departments are experiencing in retaining current members?
- c) Describe the organization's implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified. Describe the current marketing plan already in place, or the marketing program to be put in place with grant funds.
- d) Describe how the program will be evaluated for its impact on the identified recruitment and retention problems and issues of the fire departments participating in this grant. Describe how the overall effectiveness of the grant will be measured.
- e) Describe the specific benefits the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire departments participating in this application and their respective communities.
- f) Describe the organization's procurement practices and the timelines outlining the chronological steps to complete the activities requested in this application.

2. Impact on Daily Operations (30 percent):

- a) Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
- b) How will that risk be reduced if awarded?
- c) Describe the impact that the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the NFPA compliance of the fire departments participating in this application.

3. Financial Need (30 percent):

- a) Provide an income versus expenses breakdown of the current annual budget.
- b) Describe the organization's budget shortfalls and the inability to address the financial needs without federal assistance.
- c) Discuss how the critical functions of the organization are affected without this funding.
- d) What other actions has the organization taken to obtain funding elsewhere (e.g. state assistance programs, other grant programs)? How have similar projects have been funded in the past?

4. Cost Benefit (10 percent):

Describe the benefits (e.g. quantifying the anticipated savings and/or efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

- **Technical Evaluation Process (TEP)**

The highest ranked applications from both activities will be deemed in the fundable range. Applications that are in the fundable range will undergo a Technical Review by the SAFER Program Office prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the review process is complete, each application's cumulative score will be determined and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in [Appendix B – Programmatic Information and Priorities, Section III. Funding Limitations](#).

F. Federal Award Administration Information

Notice of Award

Once an award has been approved and recorded in the system, an award package is sent to the grant official authorized by the recipient. The award package and email notification will be made within the eGrants system. The authorized grant official should follow the directions in the notification to accept the award documents. The authorized grant official should carefully read the award package for instructions on administering the grant, whether there has been an adjustment to the award, and to become familiar with the terms, conditions and responsibilities of federal awards.

The offered award will remain on hold and be available for a maximum of 30 days until the recipient either accepts or declines the award via the online AFGP eGrants system. The recipient should follow the directions in the notification to confirm acceptance of the award.

Failure to accept the grant award within 30 days of an offer of award may result in a loss of funds. Recipients may request additional time to accept the award if needed.

Negotiation of Award

During the review process for a SAFER award, the application request(s) may have been modified. These modifications will be identified in the award package, which is provided upon the offer of an award.

If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award.

Turndown Notifications

All applicants who do not receive an FY 2017 SAFER award will receive a turndown notification within the eGrants system.

The notification email will briefly describe why the application was not recommended for funding. Due to the historical volume of applications and turndowns, detailed debriefs for each applicant will not be possible.

Period of Performance Guidance

i. Hiring of Firefighters Activity

- The period of performance is 36 months for all grants awarded under this activity.
- A default 180-day recruitment period begins when an application is approved for award under this activity.
- The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot be started later than 180 days after the award date.
- If a recipient is able to hire SAFER-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. However, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period.
- Extensions to the period of performance are not permitted.

ii. Recruitment and Retention of Volunteer Firefighters Activity

- The period of performance will be between 12 and 48 months for all grants awarded under this activity.
- A default 90-day recruitment period begins when the application is approved for award. This period allows each recipient time to gather resources, initiate processes, and to finalize contracts needed to implement SAFER grant activities before the start of the period of performance in order to maximize the availability of the funding.

- If a recipient is able to begin their recruitment or retention activities during the 90-day recruitment period, the period of performance may begin at that time. However, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period.
- The period of performance automatically starts after the 90-day recruitment period, regardless of whether the recipient has begun implementing their grant award. The period of performance cannot be started later than 90 days after the award date.
- Extensions to the period of performance are permitted.

Administrative and National Policy Requirements

DHS Standard Administrative Terms and Conditions

All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at:

<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>

The applicable DHS Standard Terms and Conditions will be those in effect for the year in which the award was originally made.

Before accepting the award, the Authorized Organizational Representative (AOR) should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. Recipients must accept all conditions in this NOFO as well as any Special Terms and Conditions in the Notice of Award to receive an award under this program.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

On December 26, 2014, DHS adopted the Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* in 2 C.F.R. Part 200, which establishes a uniform set of mandatory requirements for federal awards to non-federal entities. These requirements apply to all awards made after December 26, 2014, including FY 2017 SAFER awards. This regulation (also commonly referred to as the "Super Circular" or "Omni Circular") is available at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Reporting

Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

Federal Financial Reporting Requirements

Federal Financial Reports (SF-425)

Recipients of SAFER grants awarded on or after October 1, 2009, are required to submit semi-annual Federal Financial Reports (FFR) (SF-425). The FFR is to be submitted using

the online eGrants system based on the calendar year beginning with the period after the start of the period of performance. Recipients are required to submit an FFR throughout the entire period of performance of the grant. Reports are due no later than:

- **July 30** (for period January 1 – June 30)
- **January 31** (for period July 1 – December 31)
- Within 90 days after the end of the Period of Performance

The Federal Financial Reporting Form (FFR) and instructions are available at:

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortBy=1>

Financial and Compliance Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of the Government Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=876f827f6fae2c4bce610e9427a6d229&node=sp2.1.200.f&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at: http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

Program Performance Reporting Requirements

Quarterly Performance Reports

SAFER grant recipients are responsible for submitting quarterly programmatic performance reports through the eGrants system. The programmatic performance report is due every three months after the start of the grant's period of performance, and thereafter until the end of the period of performance.

Monitoring

FEMA staff will periodically monitor recipients, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

Monitoring may be accomplished through either a desk-based review or onsite monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and will identify areas where technical assistance, corrective actions, and other support may be needed.

The recipient is responsible for monitoring all sub-award activities to ensure compliance with federal and state laws, regulations, and guidance. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining of adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring, or other assessments and reviews.

Close Out Reporting Requirements

Within 90 days after the end of the period of performance, recipients must submit a final SF-425 and a final performance report (within the closeout module in eGrants system) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance.

After these reports have been reviewed and approved by FEMA, a close-out notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final SF-425.

The recipient is responsible for returning any funds that have been drawn down but remain as unliquidated on recipient financial records.

Information on how to return funds to FEMA is available at:

<http://www.fema.gov/media-library/assets/documents/31261?id=7080>

G. DHS Awarding Agency Contact Information and Resource Information

Resources are available to:

- Guide applicants in completing SAFER Grant Applications; and
- Assist grant recipients with the programmatic and financial administration of an award.

SAFER Help Desk

The SAFER Help Desk provides technical assistance to applicants for the online completion and submission of applications into the eGrants system, answers questions concerning applicant eligibility and recipient responsibilities, and offers assistance in the programmatic administration of award. The Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Regular hours of operation are from 8:00 a.m. to 4:30 p.m., Monday through Friday. All times listed are Eastern Time.

eGrants System Information

For technical assistance with the eGrants system or SAFER application or award questions, please email the SAFER Help Desk at: FireGrants@fema.dhs.gov. The Help Desk can also be contacted at (866) 274-0960.

Environmental and Historic Preservation (EHP)

- EHP Screening forms and instructions are available at <http://www.fema.gov/media-library/assets/documents/90195>
- SAFER recipients requiring EHP assistance should contact the GPD EHP Team at: GPDEHPInfo@fema.dhs.gov.

H. Additional Information

Extensions to the Grant Period of Performance

Hiring of Firefighters Activity Grants

Extensions to the period of performance are not permitted.

Recruitment and Retention of Volunteer Firefighters Activity Grants

Extensions to the period of performance are permitted.

An award's period of performance must be active for a recipient to submit a proposed extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances. **Approval is not guaranteed.**

Extensions to the initial period of performance identified in the award will only be considered through formal requests, via the eGrants system, and must contain specific and compelling justification as to why an extension is required.

All extension requests must contain:

1. Grant Program, Fiscal Year, and award number;
2. Justification for the extension—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA.

Requirements for Extension Consideration

To be eligible for consideration, extension requests must be submitted via the eGrants system. Requests should be submitted no earlier than 120 days but no later than 60 days prior to the end of the award's period of performance.

In accordance with FEMA policy, extensions are reviewed on a case-by-case basis, and typically granted for no more than a six-month time period. Extension requests will be granted only due to compelling legal, policy, or operational challenges. The review

process can take up to 30 days or longer. This review period should be factored into the timing of when to submit a request for an extension.

Example: Recipients may request an extension, when not adjusting the timeline for liquidating obligations would constitute a verifiable legal breach of contract by the recipient with vendors or sub-recipients; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe; or where other exceptional circumstances warrant a discrete waiver.

Appendix A: FY 2017 SAFER Program Updates

Appendix A contains detailed information on changes to SAFER between FY 2016 and FY 2017

I. New For FY 2017

- **Pre-Score Process:** The pre-score for SAFER Recruitment and Retention Activity applicants has been reduced from 50 to 30 percent of total score. SAFER Hiring of Firefighter Activity applicants pre-score will remain at 50 percent.
- **Peer Review Panel Process:** The narrative for SAFER Recruitment and Retention Activity applicants will be increased to 70 percent of total score. SAFER Hiring of Firefighter Activity applicants narrative score will remain at 50 percent.
- **Additional Funding:** Applicants under the SAFER Hiring of Firefighter Activity will have the option to apply for additional funding to provide specialized training to paramedics, emergency medical service workers, and first responders to recognize individuals who have mental illness and how to properly intervene with individuals with mental illness, including strategies for verbal de-escalation of crisis.

Appendix B – Programmatic Information and Priorities

Appendix B contains more detailed information on SAFER Program Information and Priorities. Reviewing this information may help applicants make their application(s) more competitive.

I. Application Instructions/Notes

Once the application has been submitted, it cannot be changed. There is *no appeal process* for inaccurate or incomplete information retained by the system due to improper or multiple browser usage by the applicant.

The primary point of contact listed in the application will automatically be notified via email, via the eGrants system, once the application is received.

Application Notes

- For the most competitive application, select those local need(s) that most closely align with the highest SAFER Grant Program priority(ies).
- When filling out the online application, applicants are required to provide basic demographic information regarding their department and the community served, but applicants must provide detailed information regarding the items or activities for which they are seeking funding.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities actually funded. The grant recipient is under no obligation to start, modify, or complete any activities requested but not funded by this award. Please review Award Package.

II. Supporting Definitions for this NOFO

Attrition: A gradual reduction in work force without laying off of personnel, as when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ): (Per NFPA101-2015 Edition: Life Safety Code) is that person or office charged with enforcing the Life Safety Code.

Automatic Aid: (Per NFPA 1710, 3.3.2.1 - 2010 edition and NFPA 1720 - 2009) is a plan developed between two or more fire departments for immediate joint response on first alarms.

Benefits: Includes regular compensation paid to employees during periods of authorized absences from the job, e.g. vacation leave, sick leave, military leave. These costs are absorbed by all organization activities in proportion to the relative amount of time or effort actually devoted to each. Employer contributions or expenses for social security, employee insurance, workmen's compensation, pension plan costs, and the like, whether treated as indirect costs or as direct costs, are also eligible and shall be distributed to particular awards and other activities in a manner consistent with the pattern of benefits

accruing to the individuals or group of employees whose salaries and wages are chargeable. Overtime expenses, other than those meeting the Fair Labor Standards Act (FLSA) requirements, are not eligible as benefits costs under the Hiring of Firefighters Activity. Please also reference 2 C.F.R. §200.431 Compensation—fringe benefits.

Career Fire Department: A fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters (fire departments that provide reimbursement on a paid-on-call basis are considered to be a combination fire department for the purposes of this program).

Combination Fire Department: A fire department that has paid firefighting personnel and volunteer firefighting personnel. At minimum, a combination fire department must have at least one active firefighter who receives financial compensation for services (including paid-on-call) and at least one active firefighter who does not receive financial compensation for services, other than life, health, and workers' compensation insurance.

Emergency Medical Services Organization: A public or private organization that provides direct emergency medical services, including medical transport.

Fire Department: An agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Firefighter: An individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district, or state, engaged in the prevention, control, and extinguishing of fires; and/or responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

Formal Layoff Notice: Any layoff notice should align with the local rules and regulations that govern civil service employment in the jurisdiction. In order to be reasonable to employees, and to provide employees facing layoff actions a clear understanding of the impending action, any notice of layoff should be in writing and delivered to a specific employee affected by the action. The notice should identify a specific date employment will cease or specific event that would trigger the termination of employment. The notice should be delivered or otherwise presented directly to the affected employee in advance of the layoff action in accordance with the civil service provisions or union agreement in force in the jurisdiction taking action, e.g. 60 days prior to the effective date of the layoff action. The notice should specify whether the action is permanent or temporary, as well as provide the anticipated schedule of layoffs. For the purposes of the SAFER Program, a notice that is not executed within the specified terms will be considered void unless an additional notice is provided within 14 days of the

original action date.

Initial Full Alarm Assignment: Personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career: A department is considered majority career if 50 percent or more of the active firefighting membership is salaried staff.

Majority Volunteer: A department is considered majority volunteer if more than 50 percent of the active firefighting membership is NOT compensated for service other than a nominal stipend and/or insurance.

Mutual Aid: (Per NFPA 1710, 3.3.2.1 - 2010 edition and NFPA1720 - 2009) is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

National, State, Local, or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters: Organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, and federal level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs' associations, volunteer firefighter relief organizations, and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

Nominal Stipend: A stipend is nominal if it does not exceed 20 percent of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20 percent threshold may be determined in one of two ways. Departments that maintain paid full time firefighters on their payrolls may compare the stipend to the salary they pay a full time firefighter who performs similar services to determine whether the stipend is more or less than 20 percent of that salary. Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of- pocket expenses they incur.

If a stipend paid exceeds 20 percent of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the FLSA minimum wage and overtime provisions.

Operational Budget: The budget supporting fire-related programs and/or emergency response activities (e.g. salaries, maintenance, equipment, apparatus).

Operational Position: A position with a primary assignment (more than 50 percent of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call: Firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department whose membership is comprised of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter: A firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-time Equivalent (FTE) position that must be accounted for in the staffing information provided in the application.

Salary: A fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. See also 2 C.F.R. § 200.430 compensation—personal services. The salary structure should be documented in writing by the employer. Only costs for overtime that an employer routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours in order to comply with the Fair Labor Standards Act (FLSA) are eligible salary costs under the Hiring of Firefighters Activity.

State: Any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment: The minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Supplanting: Replace or take place of funds that would otherwise be available from State or local sources, or the Bureau of Indian Affairs.

Volunteer Fire Department: A fire department that has an all-volunteer force of firefighting personnel. For a fire department to have an all-volunteer force, no member may receive financial compensation (in the form of salary or wages) for their services other than life and health insurance, workers' compensation insurance, and/or a nominal stipend per call. FEMA considers a department to be majority volunteer if more than 50 percent of its membership is made up of personnel who do not receive financial

compensation for services.

III. Funding Limitations

Specific funding parameters are either required by law or are the outcome of recommendations from the Criteria Development (CDP). The source of each requirement is identified with a parenthetical that follows each requirement below.

- 10 percent of the funding appropriated for FY 2017 SAFER awards is set aside for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a (a)(2))
 - No more than 33 percent of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP)
- 10 percent of the funding appropriated for FY 2017 SAFER awards is set aside for grants awarded to volunteer or majority volunteer departments for hiring of firefighters.
 - A majority volunteer fire department is made up of more than 50 percent of personnel who do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. It may be necessary to go out of rank order to select a sufficient number of applications in order to meet the 10 percent requirement. (15 U.S.C. § 2229a (a)(1)(H))
 - If less than 10 percent of the funds available for the hiring of firefighters are awarded to volunteer and majority volunteer fire departments, the remaining funds must be transferred to provide grants for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a (a)(1)(H))

IV. Funding Priorities

Program Priorities Description

This section summarizes the program priorities used to determine grant awards. Program priorities are listed as High **H**, Medium **M**, or Low **L**. Within each identified program priority, all the proposed activities have an equal value.

There are separate evaluation criteria for the following applications:

- Hiring of Firefighters
- Recruitment and Retention of Volunteer Firefighters – Fire Departments
- Recruitment and Retention of Volunteer Firefighters – National, State, Local, or Federally Recognized Tribal Volunteer Firefighter Interest Organizations

A. Hiring of Firefighters Activity

Grants awarded under the Hiring of Firefighters Activity enable volunteer, combination, and career fire departments to improve staffing levels to attain a more effective level of response and a safer incident scene. Grants are awarded directly to volunteer, combination, and career fire departments to help fire departments increase

their cadre of frontline firefighters. Hiring of Firefighter grants provide fire departments with funds to pay new firefighter salaries and benefits (exclusive of overtime). Automated (pre-score) evaluation scores represent 50 percent of the total application score.

1. Meeting the National Standards

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

Applicants will be asked general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime). Applicants will also be asked to indicate what their ability will be to meet that same standard if awarded grant funds.

Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher consideration than applications resulting in smaller percentage increases in compliance.

Note: SAFER grants focus only on the Deployment or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability). This standard applies primarily to all-career fire departments and combination departments if the combination department chooses it.
- NFPA 1720 Assembly Requirements: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment). This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

National Fire Protection Association (NFPA) – “FREE ACCESS” - As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: <http://www.nfpa.org/freeaccess>

The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standard.

Current 1710/1720 Compliance Priorities	
H Never or 0 percent	M Half the time or 40-59 percent
H Rarely or 1-19 percent	L Very often or 60-79 percent
M Sometimes or 20-39 percent	L Most of the time or 80-99 percent

New 1710/1720 Compliance Priorities	
H Always or 100 percent	M Half the time or 40-59 percent
H Most of the time or 80-90 percent	L Sometimes or 20-39 percent
M Very often or 60-79 percent	L Rarely or 1-19 percent

2. Call Volume and Population Served

Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments who protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

3. Firefighter Health Measures

The health and wellbeing of firefighters is of paramount importance. Therefore, applicants who indicate newly recruited firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members.

4. Training Requirements

Applicants will receive higher consideration if the personnel funded under the grant will meet the minimum EMS training and certification requirements prescribed by the Authority Having Jurisdiction (AHJ).

B. Recruitment and Retention of Volunteer Firefighters Activity – Fire Departments

The purpose of these grants is to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient's response area. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30 percent of the total application score.

1. Meeting Staffing Standards

The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 (for details, see [section A.1. Meeting the National Standards](#)).

2. Volunteer Membership

Departments or organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteers	
H 91-100 percent	M 41-50 percent
H 81-91 percent	M 31-40 percent
H 71-80 percent	L 21-30 percent
H 61-70 percent	L 11-20 percent
M 51-60 percent	L 1-10 percent

3. Call Volume

Department call volume is a factor in the initial evaluation. Departments responding to a higher number of incidents receive higher consideration.

4. Firefighter Health Measures

Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential

Job Tasks — Specific Evaluation of Medical Conditions in Members.

Applicants who provide worker's compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA-compliant physicals

5. Firefighter Training and Certification Requirements

Training and Certification	
H FF II/EMT	M FF I
H FF II	L First Responder
M FF I/EMT	

6. Recruitment and Retention (R&R) Coordinator/Program Manager

R&R Coordinator	
H Applicants who currently have a coordinator or program manager in place	L Applicants who do not have, or are not requesting, an coordinator/program manager
M Applicants who will request grant funding for a coordinator or program manager's position	

7. Regional Requests

Requests for recruitment or retention that will have a direct regional or local benefit beyond the immediate boundaries of the applicant's first-due area will receive higher consideration. Direct benefit means that other fire departments will receive a portion of the grant awarded funds or the department will receive items purchased with the grant funds.

An eligible applicant, which can include a fire department, may act as a “host applicant” and apply for support of both a regional initiative and its own department’s internal needs on one application. In order to apply for a regional project, the host fire department must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, accountability for the assets and all reporting requirements.

Regional host applicants and participating fire departments must execute a Memorandum of Understanding (MOU) or equivalent document, signed by all parties participating in the award, prior to submitting an application under the Regional Program activities. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant’s level of involvement in the project(s), the participating partners’ EIN numbers, and the proposed distribution of all grant-funded assets or contracted services. Successful regional applicants shall provide a copy of the signed MOU at the time of award. Any entity named in the application as benefiting from the award shall be a party to the MOU or equivalent document.

In completing the Request Details section of the application, the applicant must include a list of all participating fire departments, including a point of contact and phone number for each department that will directly benefit from the regional project if the grant is approved. The fire departments that will benefit from the recruitment and retention project may also apply for funding under SAFER as long as the departments do not apply for a project that could conflict with or duplicate the host applicant’s project. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities.

All participants of a Regional application must be compliant with SAFER requirements, including being an eligible entity, current with past grants, closeouts, and other reporting requirements. The host shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations.

Note: Only applications submitted under the Recruitment and Retention of Volunteer Firefighters Activity qualify for regional project requests. Regional projects are not eligible under the Hiring of Firefighters Activity.

C. Recruitment and Retention of Volunteer Firefighters Activity – National, State, Local, or Federally Recognized Tribal Volunteer Firefighter Interest Organizations

The purpose of these grants is to assist national, state, local, or federally recognized tribal organizations that represent the interests of volunteer firefighters with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to

create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the Request Details and Narrative Statement sections of the application, the applicant must include data that approximates the characteristics of the entire region and/or all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30 percent of the total application score.

1. Meeting Staffing Standards

The goal under this SAFER activity is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 (for details, see [section A.1. Meeting the National Standards](#)). Organizations that currently have the lowest recruitment and retention rates among the entire region and/or all fire departments benefiting from the grant funds are given a higher consideration for funding.

2. Recruitment and Retention (R&R) Coordinator/Program Manager

R&R Coordinator	
H Applicants who currently have a coordinator or program manager in place	L Applicants who do not have, or are not requesting, a coordinator or program manager
M Applicants who will request grant funding for a coordinator or program manager's position	

3. Needs Assessment

Needs Assessment	
H Applicants with projects based on a needs assessment	L Applicants with projects that are not based on a needs assessment

4. Fire Service Partnerships

Fire Service Partnerships	
H Applicants who have, or will establish, fire service partnerships as part of this project	L Applicants who will not have, or establish, fire service partnerships as part of this project

V. Eligible and Ineligible Costs

Regardless of the eligibility of any costs requested or the panelists' determination, FEMA reserves the right to reduce any requests for funding, in whole or in part, that it deems excessive or otherwise contrary to the best interests of the program.

Hiring of Firefighters Activity – Eligible Costs
- Funds may only be used to hire new, additional firefighters and shall not be used to supplant funds. The Hiring of Firefighters Activity is no longer sub-divided into “Rehire,” “Retention,” “Attrition,” and “New” positions. - SAFER grant funds must be used to increase the amount of funds that would, in the absence of federal funds received under this grant, be made available from state or local sources, or in the case of Indian tribal governments, from funds supplied by the Bureau of Indian Affairs. Recipients may apply for a waiver of this restriction on supplanting. - Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER grant are eligible. Costs are reimbursable if they are included as part of the standard new hire package, available to all operational firefighter positions, and contractually obligated. Refer also to the definitions in Section II of this Appendix. - Only full-time positions are eligible for funding. A full-time position is one position that is funded for at least 2,080 hours per year, e.g. 40 hours per week, 52 weeks per year. However, recognizing many departments have shifts exceeding a 40-hour workweek, FEMA also will consider funding the job-sharing of a full-time position if the grant recipient has sufficient justification. A job-share position is a full-time position occupied by more than one person. Example: A department may hire two part-time staff persons at 28 hours each to fulfill the scheduled work hours of one 56-hour shift position. - Salaries and benefits of firefighters hired under SAFER funding while they are engaged in training are eligible. - Costs for overtime that fire departments routinely pay as a part of the base salary or the firefighter’s regularly scheduled and contracted shift hours in order to comply with the Fair Labor Standards Act (FLSA) are eligible. - SAFER grant funds will only pay for operational positions whose primary assignment (more than 50 percent of time) is on a fire suppression vehicle, regardless of collateral duties. - Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g. chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment. - Additional funding to provide specialized training to paramedics, emergency medical service workers, and first responders to recognize individuals who have mental illness and how to

Hiring of Firefighters Activity – Eligible Costs

properly intervene with individuals with mental illness, including strategies for verbal de-escalation of crisis.

Hiring of Firefighters Activity – Ineligible Costs

- The salaries and benefits of full-time firefighters who are employees at the time of grant award are ineligible to be funded under this grant.
- The SAFER grant may not be used to fund promotions (e.g. pay a current member a higher salary by placing them in a new SAFER-funded position).
- Pre-application costs, such as grant writer fees, administrative costs (e.g. physicals, background checks, etc.), and indirect costs associated with hiring firefighters are ineligible.
- Costs to train and equip firefighters (i.e. Personal Protective Equipment (PPE)/Turnout Gear) are ineligible (this does not include the salaries and benefits of firefighters hired under SAFER while they are engaged in training or if the department was awarded funds for specialized training to recognize individuals who have mental illness and how to properly intervene with individuals with mental illness, including strategies for verbal de-escalation of crisis).
- Costs for uniform allowances that are not contractually obligated or not included as part of the standard benefits package for all employees are ineligible.
- Annual medical exams
- Overtime costs are ineligible (except as noted in “eligible costs” above).
- Management and Administrative (M&A) costs.

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Costs

Overview

Applicants must correlate the activities for which funding is being requested and the identified recruitment or retention problems or issues being addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention.

Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department.

SAFER grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response.

FEMA recommends that departments consult their Authority Having Jurisdiction (AHJ) or the department’s legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g. stipends, Length of Service Award Program [LOSAP]).

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Costs

All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage and/or service delivery on all contracts, and agreements may not begin prior to/extend beyond the period of performance of the grant.

All funded activities under Recruitment and Retention must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOP's prior to, or any time, after being awarded.

FEMA will not fund any projects, activities, or line items that are covered under a department's normal operating budget. Federal funding should not be used to supplant (i.e. replace) an existing activity or program.

Applicants should use the Request Details portion of the grant application to provide detailed information on how each proposed cost was determined or calculated. As much as possible, costs should be based on reliable market research (for example, earnings information is published by the U.S. Bureau of Labor Statistics). The costs may also be justified in the Narrative Statement section.

Applications for funding in the Recruitment and Retention of Volunteer Firefighters Activity could include projects requiring up to four years to complete (with proper justification).

Recruitment and Retention of Volunteer Firefighters Activity – Eligible High Priority Costs

High Priority

- Costs to support a staffing needs assessment identifying the operational staff that are required to safely and effectively carry out fire department responsibilities (e.g. supplies for data collection, contractors or personnel to collect and analyze data, software programs, etc.).
 - NOTE: If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded.
- Costs to support a Recruitment and/or Retention Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.).
 - NOTE: that computers for these positions are low priority items.
- Marketing Program to recruit new volunteer firefighters, such as:
 - Media advertising (e.g. television, radio, social media)
 - Print advertising (e.g. newspapers, billboards, signs, banners, brochures, flyers)
 - LED/electronic sign (NOTE: This is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75 percent of usage must be dedicated to Recruitment and Retention activities – additional restrictions apply; see [Section D: Application and Submission Information - Environmental Planning and Historic Preservation \[EHP\]](#)).
 - NOTE: If requesting funds to recruit new members, a marketing plan must currently be in place or the application must be requesting funds to create a marketing program.

Recruitment and Retention of Volunteer Firefighters Activity – Eligible High Priority Costs

- New Member Costs - Only one entry-level physical per new recruit. Physicals for existing members are not eligible. All grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at <https://www.fstaresearch.org/roadmap>.
 - NOTE: Annual physicals are eligible if the applicant is also requesting grant funds for NFPA 1582 entry-level physicals for new recruits. Annual Physicals are only eligible for the same new recruits; physicals or annual exams for any other member are not eligible.
- New recruit basic training that is not covered under a department's normal operating budget and as required by the Authority Having Jurisdiction (AHJ) to meet minimum firefighter certification (e.g. CPR, First Responder, EMT, Firefighter 1, Firefighter 2).
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending required basic training are also eligible. Note that costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal Government rate.
- Leadership/career development training when used as a retention incentive that is not covered under a department's normal operating budget.
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending leadership/career development training or conferences are also eligible.
 - NOTE: Costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal Government rate.
 - Courses must provide continuing education units (CEU's) or certificates of completion to be eligible.
- Instructor/train-the-trainer training that is not covered under a department's normal operating budget.
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending instructor/train-the-trainer training are also eligible.
 - NOTE: Costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal Government rate.
- Tuition assistance for higher education (including books, lab fees, and student fees).
 - Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements.
 - Courses are not limited to firefighter training or education.
 - Computers for individual students are not eligible for funding.
 - Payments for student loans are not eligible for funding.
 - Only tuition payments for classes offered and taken during the period of performance are allowable.
- Personal Protective Equipment (PPE)/Turnout Gear.

Recruitment and Retention of Volunteer Firefighters Activity – Eligible High Priority Costs

- Personal Protective Equipment (PPE)/Turnout Gear.
 - PPE may only be funded for new firefighters that are recruited after the date of grant award, that successfully pass an NFPA 1582 compliant physical, and that are certified as “fit for duty.” PPE purchased with SAFER grant funding must be utilized by adequately trained staff.
 - Funds are available to acquire OSHA-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at <http://www.nfpa.org/>.
 - Only actual costs for PPE are allowed and will be paid on a reimbursable basis. Allowable costs may be limited to reasonable amounts, as determined by FEMA.
 - In order to receive reimbursement, recipients will be required to provide the following documentation to support the purchase of PPE:
 - Invoices/proof of payment for PPE.
 - Proof that the firefighter(s) have passed an NFPA 1582 compliant physical and are certified as “fit for duty.”
 - Eligible PPE Expenditures:
 - One set of PPE for structural or wildland firefighting per new recruit.
 - SAFER considers a complete set of structural PPE to be comprised of one SCBA mask/face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, one pair of gloves, one pair of suspenders, and one pair goggles. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, SAFER will consider all statutorily required items to be part of a complete PPE set.
 - SAFER considers a complete set of wildland PPE to be comprised of: one pair pants, one coat, one jumpsuit, one helmet, one pair boots, one pair gloves, one pair suspenders, one pair goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
 - American National Standards Institute (ANSI)-approved retro-reflective highway apparel.

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Medium Priority Costs

Medium Priority

- Nominal stipends for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g. Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training, and/or responding to incidents.
- Costs to support explorer, cadet, and mentoring programs, such as:
 - One set of station duty uniforms (SAFER considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots).
 - Training (Non-Immediate Danger to Life and Health or IDLH).

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Medium Priority Costs

- One set of structural or wildland PPE as defined above, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2) physicals for explorers/cadets are not required to meet NFPA 1582.
 - One introductory physical exam per explorer/cadet.
- New Length of Service Award Programs (LOSAP) or Retirement Program.
- Insurance packages (e.g. Accidental Death and Dismemberment (AD&D), workers compensation, disability, health, dental, life).
- Exercise equipment and gym memberships limited to no more than \$10,000 (total per grant award).

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Low Priority Costs

Low Priority

- New Member Costs - One set of station duty uniforms for each new recruit only (SAFER considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots).
- Costs for advanced training not currently covered under the department's operating budget (e.g. extrication training, specialized equipment training, swift water rescue, etc.). Advanced training requests are only eligible for members who have already met the minimum firefighter certifications required by the Authority Having Jurisdiction (AHJ) and must closely correlate to the applicant's recruitment and/or retention goals.
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending advanced training are also eligible.
 - NOTE: Costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal Government rate.
- Individual desk computer or printer for Recruitment and/or Retention Coordinator, Program Manager, and/or Grant Administrator.
- Awards/Incentive program for participation in operational (firefighting) activities, such as operational training and/or responding to incidents (e.g. length of service plaques, gift cards for top responders, non-uniform clothing).
 - Non-uniform clothing (limited to shirts, jackets, or pullovers) as part of an award program only.
- LED/electronic sign when it is not included as part of a comprehensive marketing program.
- Fire service association membership fees.
- Projector and/or screen to support classroom training.
- Payments for housing or rent for volunteers at or near the fire station.
- Station Modifications/Remodeling/Renovation of Existing Facilities.
 - Remodeling/renovations to an existing facility are allowable (e.g. converting space into bunkroom). The renovations must be minor interior alterations not to exceed \$10,000 (total per grant award).

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Low Priority Costs

- Remodeling/renovations may not change the footprint or profile of the building.
- Any request for modifications to facilities may require Environmental and Historic Preservation (EHP) review (see [Section D: Application and Submission Information - Environmental Planning and Historic Preservation \[EHP\]](#)). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding (i.e. coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and EHP laws and requirements).
- Written approval must be provided by FEMA prior to the use of any SAFER Funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Non-Prioritized Costs

Non-prioritized Costs

- Management and Administrative (M&A) costs up to three percent of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Administrative costs must be identifiable and directly related to the implementation and management of the SAFER grant program. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.
- Indirect costs for national, state, local, or federally recognized tribal volunteer firefighter interest organizations that are expended pursuant to [Section D: Application and Submission Information – Indirect Costs](#). Recipients must have an approved indirect cost rate agreement with their cognizant federal agency.
- Up to \$1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid within 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award (see [Appendix C: Award Administration Information, Section I. Grant Writer/Preparation Fees](#)).
- Audit costs proportional to the total SAFER grant award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Award.

Recruitment and Retention of Volunteer Firefighters Activity – Ineligible Costs

- Salary and benefits for firefighters.
- Retroactive payments or recognition for operational services rendered prior to the grant award are ineligible.
- Costs incurred outside of the period of performance except for grant writer fees; see [Appendix C: Award Administration Information, Section I. Grant Writer/Preparation Fees](#)

Recruitment and Retention of Volunteer Firefighters Activity – Ineligible Costs

- Fire suppression equipment.
- Vehicles.
- Fire simulators, fire evolution, or fire training props (e.g. burn trailers, forcible entry, rescue/smoke maze, flashover simulators).
- Sirens, warning lights for private vehicles, or other outdoor warning devices.
- Communication equipment including cell phones, pagers, portable radios, or Computer-Aided Dispatch (CAD) systems.
- Video cameras/recording equipment.
- Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses, or stipends for recruiting firefighters).
- Payments for travel to, or participation in leisure or social activities such as theatre tickets, entertainment tickets, and trips (e.g. professional sporting events).
- Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g. plaques and trophies) is eligible.
- Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient.
- Costs for training currently covered under the department's operating budget, e.g. tuition or instructor fees for department-mandated, basic-level training.
- Services at a member's personal residence (e.g. internet access, plowing of driveways)
- Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g. refrigerators), and entertainment equipment.
- "Giveaways," such as pencils, pens, t-shirts, cups, mugs, or balloons, for recruitment events.
- Fees for courses and training that are available free of charge on the internet or at a state/local training facilities (e.g. NIMS 100, 700, 800).
- Costs for fuel.
- Annual medical exams for existing members.
- Payments for student loans.
- Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs)
- Station internet access/user fees and equipment to install internet (such as routers)
- Continued funding of a Length of Service Award Programs (LOSAP) or Retirement Program
- Computers in common areas or individual computers for training/education
- Copiers/printers
- Additional ineligible costs for Explorer/Cadet/Mentoring Programs:
 - SCBA, including mask/face piece
 - Anything involving the IDLH atmosphere
 - Any activities precluded by the authority having jurisdiction
- Ineligible PPE expenditures:
 - Three-quarter length rubber boots
 - Self-Contained Breathing Apparatus (SCBAs) (not including SCBA masks/face

Recruitment and Retention of Volunteer Firefighters Activity – Ineligible Costs

- pieces)
 - o PASS Devices
 - o Spare cylinders
 - o Bomb disposal suits
 - o PPE for hazardous materials and other specialized incidents
 - o More than one set of PPE per member
 - o PPE for existing members
- This list of ineligible costs is not exhaustive.

Appendix C: Award Administration Information

Appendix C contains detailed information on SAFER Award Administration. Reviewing this information may help grant recipients in the programmatic and financial administration of their award(s).

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS OIG Hotline at (800) 323-8603, by fax at (202) 254-4297, or email DHSOIGHOTLINE@dhs.gov

I. Economic Hardship Waivers of Cost Share, Minimum Budget, and Supplanting Requirements for the SAFER Grant Program

In cases of demonstrated economic hardship, and upon the request of the recipient, the Administrator may waive or reduce a SAFER cost share, minimum budget, or supplanting requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the Administrator of FEMA will establish guidelines for determining what constitutes economic hardship and will publish these guidelines at FEMA's website www.fema.gov/grants.

SAFER Hiring of Firefighter Activity grant recipients may apply for one, two, or all three of the available waivers.

SAFER Recruitment and Retention of Volunteer Firefighters Activity grant applicants may only apply to waive or reduce the minimum budget requirement. Applicants must indicate their interest for applying for a hardship waiver for cost share, minimum budget, or supplanting within the application via the online eGrants system.

II. Grant Writer/Preparation Fees (Recruitment and Retention of Volunteer Firefighters Activity Only)

Applicants under the Recruitment and Retention of Volunteer Firefighters Activity are allowed to hire and reimburse a grant writer to assist in the application process.

Fees for grant writers may be included as a pre-award expenditure, but payment of the grant writer fees cannot be contingent on the applicant receiving an award. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed in the Request Details section of the application. FEMA will only consider reimbursements for application preparation, but not administration, up to but not more than \$1,500. Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally funded grants or contracts. Recipients must verify, through SAM.gov, that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Additionally, unless a single contract covering both pre- and post-award services was awarded to the grant writer and procured in compliance with 2 C.F.R. §§ 200.317-326, Federal funds cannot be used to pay that grant writer to provide post-award services.

By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization and, regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to, the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the Office of the Inspector General.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. In addition, the fees must have been paid within 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an offer of award. The following documentation shall be provided upon request:

- A copy of the grant writer's contract for services
- A copy of the invoice or purchase order
- A copy of the canceled check (front and back) and bank statement

Applicants will be required to provide documentation to support these pre-award expenditures. Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all grant writer or preparer information must be entered into the Overview section of the SAFER application, whether that person, entity, or agent is compensated or not.

III. Maintenance and Sustainment for SAFER Programs

The use of FEMA preparedness grant funds, to include the SAFER Program, for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g. gasoline, tire replacement, routine oil changes, monthly inspections, or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement,

warranty, or contract is purchased.

However, only if the maintenance contract or extended warranty is purchased incidental to the original purchase of the system or equipment, recipients may procure maintenance or warranty coverage which exceeds the period of performance, as explained in FEMA Policy 205-402-125-1, document available at http://www.fema.gov/media-library-data/20130726-1915-25045-9444/gpd_maintenance_policy.pdf.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty, or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

IV. Taxes, Fees, Levies and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and is directly related to any eligible SAFER program acquisition activity may be charged to an SAFER award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the application's Narrative and the Request Details section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent), or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible SAFER Program acquisition activity, are not chargeable to any SAFER Award.

Example: Government entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees, but only if the eligible organization submits an exemption or waiver request to the FCC.

Government entities are not required to pay FCC regulatory fees. Non-profit entities (exempt under Section 501 of the Internal Revenue Code) also may be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC a valid IRS Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit

<http://www.fcc.gov/>.

V. Excess Funds

After completing the initial projects proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of hiring delays, under-budget acquisition activities, or competitive procurement processes.

With prior approval of the SAFER Program Office, these excess funds may be utilized to enhance or continue the approved project(s). FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need related to the awarded project(s).

VI. Procurement Integrity

Through audits conducted by DHS OIG and FEMA grant monitoring, findings have shown that some SAFER recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement policies jeopardizes the integrity of the grant as well as the grant program, and could result in the termination of the grant or the recovery of grant funds from the recipient.

The below highlights the federal procurement requirements for SAFER recipients when procuring goods and services with federal grant funds. DHS will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with Federal Procurement Standards at 2 C.F.R. §§ 200.317 – 200.326.** Select requirements under these standards are listed below. The recipient must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must follow 2 C.F.R. § 200.322 regarding procurement of recovered materials, and 2 C.F.R. § 200.326 regarding required contract provisions. All other non-federal entities must use their own documented procurement procedures which reflect applicable state, local, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319.

Among the requirements of 2 C.F.R. § 200.319, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business.
- Requiring unnecessary experience and excessive bonding.
- Noncompetitive pricing practices between firms or between affiliated companies.
- Noncompetitive contracts to consultants that are on retainer contracts.
- Organizational conflicts of interest.
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.
- Any arbitrary action in the procurement process.

Generally, a non-Federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement. State and local governments may procure goods and services from a General Services Administration (GSA) schedule. Information about GSA programs for state and local governments can be found at <https://www.gsa.gov/resources-for/programs-for-state-and-local-governments>. For local governments that purchase off a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, local governments will still need to follow the other rules under 2 C.F.R. §§ 200.318 through 200.326, such as contract cost and price (§ 200.323) and solicitation of minority, women-owned, or small businesses (§ 200.321).

For non-federal entities other than states that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the recipient complies with state and local law, regulations, and written procurement procedures.
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the recipient and other similar types of entities.
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography.
- The procurement of the original contract or purchasing schedule complied with all of the procurement standards applicable to a non-federal entities other than states under at 2 C.F.R. §§ 200.318 to 200.326.
- With respect to the use of a purchasing schedule, the recipient must follow ordering procedures that adhere to state and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-Federal entity other than a state seeks to use such a state supply schedule, cooperative purchasing program, or other similar type of arrangement, it is recommended that recipients discuss their procurement plans with the SAFER Program Office.

To the greatest extent possible, FEMA recommends that federal grant funds be used for the purchase of goods and services manufactured, assembled, and distributed in the United States. This recommendation is not mandated by the procurement rules applicable to federal awards.

Pursuant to 2 C.F.R. § 200.318(c)(1), recipients (other than states) are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

If the recipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization and the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency's policy.

NOTE: For the purposes of conflicts of interest under procurements executed by the recipient, FEMA considers volunteers of an organization and grant writers to be employees, officers, and/or agents of the recipient. As such, no volunteer, member of an organization, or anyone involved in preparing the application for funding, can participate in, or benefit from, the procurement if federal funds are involved.

Recipients who purchase items with grant funds from vendors who employ any of their volunteers/members will have to clearly document how a conflict of interest was avoided during the procurement process (i.e., provide specific details regarding how the members/volunteers removed themselves, or how they were prevented from participating in the process). Recipients will be required to provide this documentation upon request. Recipients who fail to fully document purchases will find their expenditures questioned and subsequently disallowed. Remember, FEMA reserves the right to request and review any and all bids or specifications prior to purchase. Recipients may be subject to an audit at any time.

Documentation

Recipients are required to maintain and retain the following:

- Backup documentation, such as bids and quotes.
- Cost/price analyses on file for review by federal personnel.
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that the recipient maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Recipients who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

Specifications

When drafting bid specifications, recipients (excluding states) must ensure that all procurement transactions are conducted in a manner that provides full and open competition consistent with the standards of 2 C.F.R. §§ 200.317 – 326. Pursuant to 2 C.F.R. § 200.319 (a), in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals must be excluded from competing for such procurements. Situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Pursuant to 2 C.F.R. § 200.319 (b), the recipient (excluding states) must conduct

procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Pursuant to 2 C.F.R. § 200.313 (a)(2), recipients may not encumber equipment procured with SAFER funding.

VII. Payments and Amendments

Payments

SAFER payment/drawdown requests are generated using the eGrants system.

SAFER payment/drawdown requests from state, local, or federally recognized tribal government entities will be governed by applicable federal regulations, including at 2 C.F.R. § 200.305.

Recipients should not expend funds or request drawdowns until all special conditions listed on the grant award document have been met and request for payment in the eGrants system has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the recipient, and financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal law in effect at the time a grant is awarded to the recipient governing interest requirements, including the *Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. Part 200 and the *Cash Management Improvement Act (CMIA)* and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes.

Recipients must follow applicable federal regulations governing interest earned on payment advances in effect at the time a grant is awarded to the recipient, including 2

C.F.R. § 200.305. For the rate to use in calculating interest, please visit Treasury Current Value rate at: <http://www.fms.treas.gov/cvfr/index.html>.

Reimbursement

Reimbursement of the recipient is the preferred method of payment under the grant award when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds.

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with pursuant to 2 C.F.R. § 200.305.

The reduction of federal financial participation via rebates/refunds *may* generate excess funds for the recipient, if the recipient had already obligated their Cost Share match based upon the original award figures. If the recipient had already obligated their original Cost Share *prior* to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

Payment Requests During Closeout

For 90 days after the expiration of the period of performance, during an award's closeout reconciliation, a recipient may only submit reimbursement payment requests.

Reimbursement payment requests shall only be for obligations that were obligated and received within the active period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review.

Amendments

SAFER award amendments may be approved, on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work under the Recruitment and Retention of Volunteer Firefighters Activity
- Changes to the activity, mission, and retroactive approval [pre-award] under Recruitment and Retention of Volunteer Firefighters Activity
- Closeout issues and some excess funds requests under both the Hiring of Firefighters Activity and Recruitment and Retention of Volunteer Firefighters Activity
- Staffing Maintenance Level Waivers under the Hiring of Firefighters Activity
- Cost over/under run (adding funds to award/non-closeout deobligation* of funds) under both the Hiring of Firefighters Activity and Recruitment and Retention of Volunteer Firefighters Activity

- Economic Hardship Waiver under both the Hiring of Firefighters Activity and Recruitment and Retention of Volunteer Firefighters Activity

Amendments will only be considered when submitted via the online eGrants system. These requests must contain specific and compelling justifications for the requested change.

FEMA strongly encourages the timely expenditure of grant funds by recipients to be consistent with the goals and objectives outlined in the SAFER Grant Program.

NOTE: A recipient may deobligate (return) unused funds (those remaining funds drawn down via payment request and/or remaining award funding that was never requested) to DHS prior to the end of an award's Period of Performance. To exercise this option, a recipient must submit a cost over/under run Amendment via the eGrants system and state in their amendment that the unliquidated funds (funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate that it understands that the returned funds will be deobligated and unavailable for any future award expenses.

Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before processing the deobligation request.

VIII. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of SAFER-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of State governments, when original or replacement equipment acquired under an SAFER award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, the recipient must request disposition instructions from FEMA. A State government recipient must dispose of equipment acquired under a Federal award in accordance with State laws and procedures. FEMA strongly recommends contacting the SAFER Program Office prior to the disposition of SAFER-funded equipment.

IX. Recipient Responsibilities Post Award

SAFER grant recipients must agree to the following:

Recipients must perform all tasks (scope of work) as outlined in the application approved by FEMA within the period of performance, comply with the terms of this NOFO, comply with all the terms and conditions of their grant award, including any special conditions in accordance with the articles of agreement, and comply with all applicable

Federal statutory and regulatory requirements. Recipients that do not fulfill their obligations under their SAFER grant will be considered in default and may be required to return the federal funds disbursed under the grant award.

Recipients under the Hiring of Firefighters Activity who lay off any operational personnel during the three-year period of performance will be considered in default of their grant and the award will be terminated. Recipients may be required to return the federal funds disbursed under the grant award.

Recipients under the Hiring of Firefighters Activity must agree to maintain operational staffing at the level that existed at the time of award and must also retain all SAFER-funded positions throughout the grant's full three-year period of performance unless the grant recipient has been afforded a waiver of this requirement. At the time of award, recipients under the Hiring of Firefighters Activity must submit a current (pre-SAFER) roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA 1720, who are employees at time of award. The program office will work with a recipient to establish the correct staffing maintenance number which combines the number of pre-SAFER and SAFER-funded operational positions. Once this is established, recipients must agree to maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients who are unable (due to documentable economic hardship) to backfill non-SAFER operational positions that are vacated through attrition (e.g. resignation, retirement) after award may petition FEMA for a waiver of staffing maintenance requirements. An approved waiver allows a recipient to decrease and reestablish the staffing maintenance number agreed to at the time of award by the number of positions that a recipient is unable to fill. In order to qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient's jurisdiction, not only the fire department. Waivers will not be granted for SAFER-funded positions. Recipients who fail to maintain this level of staffing risk losing the federal funds awarded under this grant.

Since the goal of the SAFER grant program is to enhance incident scene safety, the primary assignment (more than 50 percent of time) of all SAFER-funded firefighters must be on an operational fire suppression vehicle, regardless of collateral duties.

Recipients must retain grant files and supporting documentation in a manner consistent with 2 C.F.R. § 200.333 – no less than for three years after submission of the closeout report (see below), and in some cases longer pursuant to 2 C.F.R. § 200.333. FEMA may require access to any pertinent books, documents, papers, or records belonging to a recipient. The DHS Office of Inspector General or the Comptroller General of the United States may also require access to a recipient's books and records. The required documentation for federally-funded purchases should include specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders or contracts, invoices, and cancelled checks. Recipients who fail to document purchases may find their expenditures will be questioned and disallowed.

Recipients must provide periodic performance reports to FEMA. In all years of the grant's period of performance, for both the Hiring of Firefighters and the Recruitment and Retention of Volunteer Firefighters Activities, recipients must submit quarterly performance reports as well as a final performance report at grant closeout. Payments are requested online using the automated system and payments are based on actual expenses incurred during the period covered by the payment request. Quarterly performance reporting is required even if the recipient has not requested funding within the quarter.

Notwithstanding any provision of other laws, firefighters hired under these grants shall not be discriminated against, or be prohibited from, engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit, and hire military veterans to increase their ranks within their departments.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Staffing for Adequate Fire & Emergency Response (SAFER)	NAME OF DEPARTMENT REQUESTING GRANT: Fire Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Terry Ahlers
NAME OF GRANT/NAME OF AWARING AGENCY: US Dept. of Homeland Security	GRANT SUBMITTAL DATE: April 27, 2018	AMOUNT OF AWARD: \$2,429,001 (Federal Share \$1,497,886)
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, cash	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$931,115	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: To hire 9 Firefighters for the City of Newburgh for 3 years with a 25% match the first year, a 25% match the second year and a 65% match the 3 rd year. Scope of Project: Project Timeline: (ex. Dates)		



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

RESOLUTION NO.: 92 - 2018

OF

APRIL 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
A GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY UNDER THE
STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE PROGRAM
("SAFER")

WHEREAS, funding for from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program is available to assist fire departments improve staffing levels to ensure they have adequate personnel to respond and safely perform at incident scenes and provide protection from fire and fire-related hazards in their communities; and

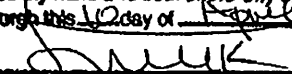
WHEREAS, the City of Newburgh Fire Department requested to apply for funding under terms and conditions applicable to the SAFER Grant Program for FY2017; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for such grant;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized to execute such documents and to take any necessary and appropriate actions to apply for a grant from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program for FY2017.

I, Lorene Vitak, 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 April 9, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of April, 2018


City Clerk

OF

APRIL 23, 2018

A RESOLUTION AMENDING RESOLUTION NO. 92-2018 OF APRIL 9, 2018
AUTHORIZING THE CITY MANAGER TO APPLY FOR A
DEPARTMENT OF HOMELAND SECURITY UNDER THE STAFFING FOR ADEQUATE
FIRE AND EMERGENCY RESPONSE PROGRAM ("SAFER") GRANT IN AN AMOUNT
NOT TO EXCEED \$1,376,645.00
TO PROVIDE FUNDING TO HIRE 9 FIREFIGHTERS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT
WITH A 25% CITY MATCH IN THE FIRST TWO GRANT YEARS AND
A 65% CITY MATCH IN THE THIRD GRANT YEAR

WHEREAS, by Resolution No. 92-2018 of April 9, 2018, the Council of the City of Newburgh, New York authorized the City Manager to apply for a grant from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program for FY2017; and

WHEREAS, the Fire Department has proposed an application for said grant in an amount not to exceed \$1,376,645.00 and such funding will be used to hire 9 firefighters in the City of Newburgh Fire Department for three years; and

WHEREAS, said grant requires a City match of 25% in the first two grant years and a City match of 65% in the third grant year and to maintain the number of firefighters at that time of the award along with the number of firefighters funded by the grant award; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community and enhance community protection from fire; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

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 such documents and to take any necessary and appropriate actions to apply for a grant in an amount not to exceed \$1,376,645.00 from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program to provide funding to hire 9 firefighters in the City of Newburgh Fire Department with a City match of 25% in the first two grant years and a City match of 65% in the third grant year.

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh to take necessary and required steps to adopt annual budgets which sufficiently fund the City's grant match and staffing obligations during the grant term.

I, Lorena Vitak, 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 April 9, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 24 day of April, 2018

Lorena Vitak
City Clerk

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR OCTOBER 9, 2018 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY
IN EXCESS OF THE LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW SECTION 3-c

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A local law authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 9th day of October, 2018, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

Matrix Study Review



Matrix Final Report

- **An Assessment of the Culture, Community Relations, Use of Force, Training, Disciplinary Practices of the Police Department.**
- **Finalized in August 2013.**
- **Based on information gather from 2012 and 2013.**
- **Roughly 50 recommendations made between Department Management, Operations Division, Investigations Division and Administrative Division.**



Department Management Recommendation

- The Chief of Police should continue the efforts of his officers to regularly engage the community as a partner of the Department. These efforts should be documented in a report presented to the City Manager and Council as well as made public to demonstrate the positive efforts of the Police Department.



CNPD Response

- CNPD regularly uses grant funding to support community level activities that promote a positive relationship between police and the community.
 - Youth Police Initiative
 - Community cookouts
 - Foot Patrols
- Reporting accomplished through regular City Manager/ City Council reports.



Department Management Recommendation

- The Chief of Police should be tasked with developing a staff committee for the establishment of a formal strategic plan that includes a vision of what the NPD should be 3-5 years in the future, goals for improvement, and an action plan that defines each goal specifically, when it is to be accomplished, and who is responsible for completing the tasks.



CNPD Response

- Committee consisting of Chief and command staff.
 - Command staff consists of the four Lieutenant in rank directly below the Chief of Police.
- Currently a work in progress.



Department Management Recommendation

- The Chief and the command staff should be tasked with developing an integrated problem-identification process, including the use of crime analysis, that should be used to guide efforts in understanding and serving the community's needs.



CNPD Response

- Intensive yearly analysis performed by Crime Analyst of all violent crime, especially gun violence, for the purpose of strategy development and outside funding acquisition.
- Chief and all command staff are provided monthly analysis of all part one crimes and calls for service by shift to enhance deployment of resources.
- Patrol, detectives and the chief are routinely provided with a variety of crime analysis products which are reviewed and discussed.
- Coordination of information sharing between Crime Analyst and Officer assigned to Codes Compliance / Distressed Properties.



Department Management Recommendation

- The Chief should formally implement a Community Policing and Problem-Solving (COPPS) policy for the Department supported by training of personnel at all levels.



CNPD Response

- Chief will research and implement a policy.
- Multiple employees of the Police Department have received formal Problem Oriented Policing training, as well as other advanced training on problem solving, community policing, fair and impartial policing and procedural justice.



Department Management Recommendation

- Modify the Response to Resistance form to only document a use of force incident occurred and refer to the police report for details.

CNPD Response

- Use of force reporting has been revised since the creation of the Matrix report.



Department Management Recommendation

- Modify the Accident Investigation General Order, #O-012, Section IV, to clarify if the Accident Review Board findings and recommendations made to the Chief regarding officer involved accidents are advisory only or if they are binding on the Chief.



CNPD Response

- Accident Review Board findings are a recommendation to the Chief.
- They are advisory in nature, not binding.



Department Management Recommendation

- The Chief and the command staff must develop a system of data collection so that the response to meeting goals and objectives can be measured.



CNPD Response

- In the process of developing both long-term and short-term goals.
 - Short-term goal development occurs frequently
- CNPD has an extensive amount of longitudinal data available to track progress overtime in several categories of police activity.
- Monthly reports from command staff as well as regular command staff meetings provides information that assists in measuring progress of goals.



Department Management Recommendation

- The Chief and the command staff must develop an internal and external performance reporting system based on these goals and objectives.

CNPD Response

- Accomplished through regular command staff meetings.
 - Weekly with all four Lieutenants.



Department Management Recommendation

- The Chief should establish a working committee to assess the personnel performance evaluation system and design, develop, and implement a system that is specific to the needs of the Department.

CNPD Response

- Will reinstitute performance evaluations with input from command staff.



Department Management Recommendation

- The Chief should be tasked with improving the personnel evaluation system which should include a methodology to prepare supervisors and managers to perform their functions successfully as well as assume the responsibilities of their supervisor when needed.

CNPD Response

- Evaluation form has been updated.



Department Management Recommendation

- Continue to send Sergeants and Lieutenants to supervisory and management training programs but also identify other possible management training programs for executive level training of management personnel.



CNPD Response

- Done as appropriate training comes up.
 - Can be a budgetary issue.
 - No training budget.
- Supervisors sent to training from New York State sponsored Fair and Impartial Policing, Procedural Justice and Blue Courage.



Department Management Recommendation

- The Chief should direct improvements to the Internal Affairs process, including assigning a specific investigator to conduct the investigation; requiring a formal report; recorded interviews of the reporting party, witnesses and involved officers; a summary “check sheet” that clearly documents the date of each step in the investigation; copies of letters to the reporting party; and a “findings” form signed by the Chief.



CNPD Response

- Lieutenants Cortez and Schluter attending training in September.
 - “Conducting Proper & Effective Investigations”
- Specific recommendations:
 - assigning a specific investigator to conduct the investigation ✓
 - requiring a formal report ✓
 - recorded interviews of the reporting party, witnesses and involved officers
 - Notes taken, but not videoed
 - a summary “check sheet” that clearly documents the date of each step in the investigation.
 - No actual checklist, but detailed notes with each case showing steps taken
 - copies of letters to the reporting party ✓
 - “findings” form signed by the Chief. ✓



Department Management Recommendation

- The Chief and City Manager should initiate a review of applicable State law and City policy to determine exactly what information may be provided to the reporting party in an administrative investigation involving an officer.

CNPD Response

- Accomplished with input from Corporation Counsel.



Department Management Recommendation

- The Chief should revise policy and implement a Discipline Decision Guide that is in accordance with the State laws and City policies, to include a disciplinary matrix that lists categories and examples of types of misconduct acts within each category.



CNPD Response

- Discussions are currently ongoing in developing and adopting a disciplinary matrix city wide.
- Any discussions of this nature must include the City Manager and Corporation Counsel to ensure compliance with laws and the rights of personnel.



Department Management Recommendation

- The Chief should formalize the process that he uses to allow input from the management team so that it optimizes his foundation for making disciplinary decisions.

CNPD Response

- Already actively soliciting input from command staff.
- Regular meetings with all four lieutenants.



Department Management Recommendation

- Provide a summary to all employees (semi-annually or annually) regarding the number and types of complaints received and the disposition of complaint investigations, including the discipline that was imposed, subject to state law.



CNPD Response

- Issuing disciplinary reports to employees is currently under consideration.
- Given the size of the Department and the small number of complaints, there are privacy concerns.
 - Employees could extrapolate which officers received what discipline if information is not very vaguely reported.
 - Too vague defeats the purpose of reporting anything.



Department Management Recommendation

- Eliminate the practice of “command discipline” where an employee that is suspended is allowed to take vacation hours in lieu of the hours of suspension.

CNPD Response

- There are currently discussions with city officials regarding the elimination of command discipline.
 - Budgetary Issues
 - Suspensions can create the need for overtime in certain situations.



Department Management Recommendation

- The Chief and his command staff should design and implement a plan that develops leadership capabilities within the Department.



CNPD Response

- Developing leadership abilities accomplished internally.
 - An “organic” process.
 - Difficult to predict when opportunities to develop leadership skills will present themselves.
- Within the last year, a Sergeant and Lieutenant attended “Leadership in Police Organizations” hosted by the International Association of Chiefs of Police and funded by the New York State Division of Criminal Justice Services.



Department Management Recommendation

- The Chief and command staff should meet off site once per year for 2-day planning session that relates directly to meeting Department goals and objectives.
- This meeting may need to be facilitated by a third party for the first session.



CNPD Response

- An “off-site” meetings for Department command staff is simply unfeasible.
 - The dynamic nature of police activity in Newburgh makes it very difficult for even two members of the command staff to get away.
 - Budgetary Issues - overtime, food, 3rd party facilitator, etc



Department Management Recommendation

- The Chief and command staff should meet off site at least once per year with all supervisors to follow up the command staff off site meeting and develop action plans relating directly to the Department goals and objectives.



CNPD Response

- Even less feasible than just the command staff meeting.
 - Who will run the Police Department if all supervisors are away?
 - The amount of overtime this would generate would be crippling to the budget



Department Management Recommendation

- The Chief and command staff should meet every two months with the supervisors so that internal communications can be maintained.



CNPD Response

- Currently conducting meetings at regular intervals in which the majority of supervisors attended.
 - Overlap the end of one shift and beginning of another shift to limit overtime expenditures.
 - Review of analysis and department activity.
 - Discussions on current issues, legal changes and updates from previous meetings.



Department Management Recommendation

- The City should provide the necessary funds to make necessary repairs to the building to eliminate water leaks, provide for proper storage of business records and remove unwanted items.



CNPD Response

- Building repairs - city's responsibility (budget).



Department Management Recommendation

- Fund one additional Records Unit position - a full time position if funding can be obtained.



CNPD Response

- Additional records position (budget)
- CNPD was able to add a 2nd part-time Records clerk predominately for sealing cases required by court.
- Additional fulltime position still needed.
 - Budgetary issue.



Department Management Recommendation

- Volunteers should be sought to provide staff the front counter during normal business hours.



CNPD Response

- The use of volunteers is not advisable.
- Due to the sensitive nature of the information coming into and housed by the Department, as well as the unpredictable volatility of the Department lobby, volunteers could be more of an liability than an asset.



Operations Division Recommendation

- The Chief and management team should be tasked with developing a shift trade policy with reasonable guidelines, and that does not allow employees to work 16 hours (two 8 hour shifts).

CNPD Response

- Contractual issues that must be negotiated.
- Directly relates to manpower issues.
 - Potential to drive up overtime costs.



Operations Division Recommendation

- The Chief and management team should review leave usage by employees and develop a near term goal to reduce usage to 400 hours annually and a long term goal to reduce it to 350 hours or less. A companion recommendation, and directly associated with leave usage hours, is to reduce the number of “backfill” overtime hours used by the Department.



CNPD Response

- This is a labor management issue that is subject to negotiations during contract discussion.
- This also could impact retention of officers.
 - May need to expand on this



Operations Division Recommendation

- Annually review the attrition rate and if it remains near the 9% level plan to replace approximately 7 Officers per year and include sufficient resources in the budget to accomplish this need.



CNPD Response

- The attrition rate has increased since the report was published.
- New officers leaving for higher paying jobs and seasoned officers are now buying back military time to retire years sooner than expected.
- This is also a major budgetary issue.



Operations Division Recommendation

- Set a goal to maintain a five year average attrition rate of 8% or less for police employees

CNPD Response

- Again, until salary and other issues improve, it will be very difficult to control the attrition rate.
- A budgetary issue.



Operations Division Recommendation

- Continue to regularly review the number of community generated calls for service from the CAD data to determine the trend in community generated workload.



CNPD Response

- This was being done long before the Matrix study was published.
- The Chief and supervisors receive information on a monthly basis showing public generated calls for service.
 - Year to date totals
 - Monthly comparisons
 - Activity by shift.



Operations Division Recommendation

- Evaluate the possibility of the Newburgh and the Orange County Communications Center CAD systems to track and report “call processing times”.



CNPD Response

- Not practical due to our call volume.
 - Only 22% of all public generated calls for service in 2017 were through 911.
- In instances of “hot calls,” CNPD dispatchers are concerned with getting resources deployed quickly to the right areas.
 - This sometimes means non critical data entry, like arrival times, get bypassed or delayed.
 - Dispatchers are focused on the phones and getting critical information from callers out to officers.
 - Priority is on public and officer safety
 - Given staffing issues, some non essential data elements are not captured all the time.



Operations Division Recommendation

- Implement a call “Priority” system to classify the seriousness of incidents being reported to the Police Department.

CNPD Response

- Priority system is currently in place.
- Follows more of a common sense approach.
 - Shots Fired = highest priority
 - Barking dog = not a high priority if other, more urgent calls come in.



Operations Division Recommendation

- Establish a reasonable “call processing time” goal for Priority 1 calls for service (e.g. 1 minute or less for 90% of the calls).



CNPD Response

- Done to the best of our ability.
- Would require codifying call types to establish priority system
 - Extremely difficult given the fluid and dynamic nature of calls in Newburgh.
 - Calls come in as one thing and evolve into something else as information is gathered
 - Noise Complaint call = Shots Fired
 - Robbery call = Burglary Not in Progress
- Evaluating “Call Processing Time” would require dispatchers to focus more on the computer than the people and officers who need assistance.
 - Multiple buttons and data entry required to capture all information.
 - Dispatch’s priority to ensure the safety of the caller / victim and responding officers.



Operations Division Recommendation

- Establish a goal of responding to Priority 1 calls for service 90% of the time in fewer than 7 minutes of travel time.

CNPD Response

- Done to the best of our ability.
- In 2017, “Shooting” and “Shots Fired” calls showed an average of 2 minutes and 7 seconds between dispatch time and arrival time.



Operations Division Recommendation

- Develop, implement, track and annually review Patrol plans to address crime activity and quality of life issues in Newburgh; these plans should be routinely implemented when “proactive time” is available



CNPD Response

- Currently being done
- The number of Patrol Plans executed by the Patrol Division is reported by shift every month.
- 1,714 Patrol Plans execute between January 1 and July 31, 2018.



Operations Division Recommendation

- Establish a City goal, depending on the level of service desired, of targeting either a 50% or 40% average “proactive time” level for Patrol services. Use this target goal as part of the information evaluated when determining the appropriate Patrol staffing level.



CNPD Response

- Current overall manpower levels and patrol staffing make hitting a proactive rate of 40 to 50% extremely difficult.
 - 2015 = 33%
 - 2016 = 28%
 - 2017 = 32%
 - 2018 = 36%
 - Granted funded overtime activity is also included in these figures, so purely patrol initiated activity is lower.
 - Increased quality and amount of time in individual proactive activity
 - more foot patrols in the last few years.
 - 2018 currently showing an 8% increase in public generated calls.



Operations Division Recommendation

- Annually review patrol staff workload for each four hour time block to review workload distribution and determine if some patrol staff should be redeployed to busier hours of the day; or if resources from other work units should be redeployed to Patrol.



CNPD Response

- Contractually required mandatory minimum for patrol levels (4?).
- Complex analysis of public generated calls for service by month utilizing a three year average while taking into account amount of time to write reports, involvement of backup officers along with allotment of resources for proactive efforts helped formulate minimum manpower requirements by day and four hour block for each month.
 - Separate violent crime analysis also utilized to increase manpower on days and time that showed a propensity for increased violence.
- Current total staffing makes utilizing this method difficult because it has the potential to create the need for overtime expenditures.



Operations Division Recommendation

- Adopt a process to enhance delivery of patrol services during the periods when “proactive time” is available. The Patrol Lieutenant and Sergeants should coordinate the development of plans that identify specific tasks/projects that can be worked on or accomplished when “proactive time” is available during a shift.



CNPD Response

- Current patrol manpower levels are prohibitive towards any type of problem oriented policing system.
- Officers are directed through Patrol Plan to areas in need of additional attention based on concerns of citizen.
- Difficult to predict the amount of time that would be available for proactive efforts during patrol to focus on a specific project or problem.
- Problem oriented approach is utilized when grant funds can be utilized to deploy resources for a more coordinated response.
 - Assessment and follow-up evaluation of interventions.



Operations Division Recommendation

- Maintain the current staffing level of 40 Patrol Officer positions and make efforts to bring Patrol to full staffing by the end of 2014.



CNPD Response

- This has been a budgetary issue.
- Rapid turnover of new patrol officers (##)
- Retiring senior people (##)
 - Able to buy back military time and leaving years earlier than expected.



Operations Division Recommendation

- Review the Patrol workload for a second year (using calendar year 2013 CAD data) to determine the workload level demands and the level of Officer initiated activity; continue annual reviews of Patrol workload.



CNPD Response

- Monthly and year to date reviews of calls for service by source and shift.
 - Every year since before the Matrix study
- Manpower availability not consistent with workload.



Investigations Division Recommendation

- Maintain the number of general Detectives currently assigned as it is adequate to handle caseloads.



CNPD Response

- The Detective Division currently has 13 detectives.
 - Narcotics Unit - One Detective who works with three “plain cloths” officers
 - Two Detectives are assigned to the Safe Streets FBI regional task force
 - One Detective handles “Homicide” cases, including “cold case” homicides; while also carrying a caseload of other violent crimes
 - One Detective works as the Field Intelligence Officer - fully grant funded.
 - One Detective is assigned to the Non-Fatal Shooting Task Force - fully grant funded position.
 - One Detective handles the City of Newburgh’s sex offender population (130 to 140 sex offenders), along with cases involving sex assaults.
 - Three Detectives handle the remaining “general case” assignments (larcenies, burglaries, frauds, assault, robberies, etc).
 - Three Detectives are assigned to the Crime Scene Unit - two on days and one on 4-12’s
 - One Detective has remained unfilled pending the promotion of the administrative sergeant.



Investigations Division Recommendation

- Continue the practice of participating in the Safe Streets regional taskforce.

CNPD Response

- The Detective Division is continuing providing personnel to work in the Safe Streets Taskforce.



Investigations Division Recommendation

- Seek to change the Narcotics Unit from its weekday shift to a more flexible one which includes more night and weekend hours.



CNPD Response

- The hours are set by the collective bargaining agreement and any change would require a change to the contract between both the PBA and the PSOA.
- The majority of drugs sold in the City of Newburgh are done during the daytime, because the majority of drugs sold in Newburgh is heroin.
 - Heroin addicts follow predictable schedules of heroin usage, with much of their daily initial dosages occurring prior to the afternoon.
- CNPD also relies on the cooperation of many other law enforcement agencies as well as non-law enforcement agencies who work during normal business hours.



Investigations Division Recommendation

- Expand the Department analytical team capability so that the Crime Analyst and Intelligence officer are working more closely together.



CNPD Response

- The Detective Division has weekly meetings that are attended by all on-duty detectives, the Field Intelligence Detective and the Crime Analyst.
- For the last several years, the Field Intelligence Detective and the Crime Analyst meet with law enforcement partners to review group and gun violence in the City on a weekly basis.
 - Crime analyst provides temporal and geographic analysis of gun violence hotspots
 - FIO provides intel on subjects involved in recent violence and works with Probation and the DA's Office to address violent individuals.



Investigations Division Recommendation

- Provide more secure storage of the keys to the Property Rooms.



CNPD Response

- The Crime Scene detective office and property room storage areas are accessible by one of two methods.
 - Either a key code (the overnight storage room) or a holographic computer chip assigned to police ID's/Key fobs.
 - Only the crime scene detectives and detective lieutenant have access to open certain storage areas within the department by utilizing the holographic computer chip / key fobs.



Investigations Division Recommendation

- Formalize quarterly Property Room audits in policy (General Order O-027) and complete written documentation of each audit conducted.

CNPD Response

- Evidence / Property Room audits are done on an annual basis.
- Evidence / Property Room audit will be done prior to the end of 2018.



Administration Division Recommendation

- Evaluate the “Blotter” and case number filing system to ensure that the Records Unit can account for all reports written by the Police Department.

CNPD Response

- The Department has a computerized Records Management System that is integrated with our Computer Aided Dispatch System.



RESOLUTION NO.:_____ - 2018

OF

SEPTEMBER 24, 2018

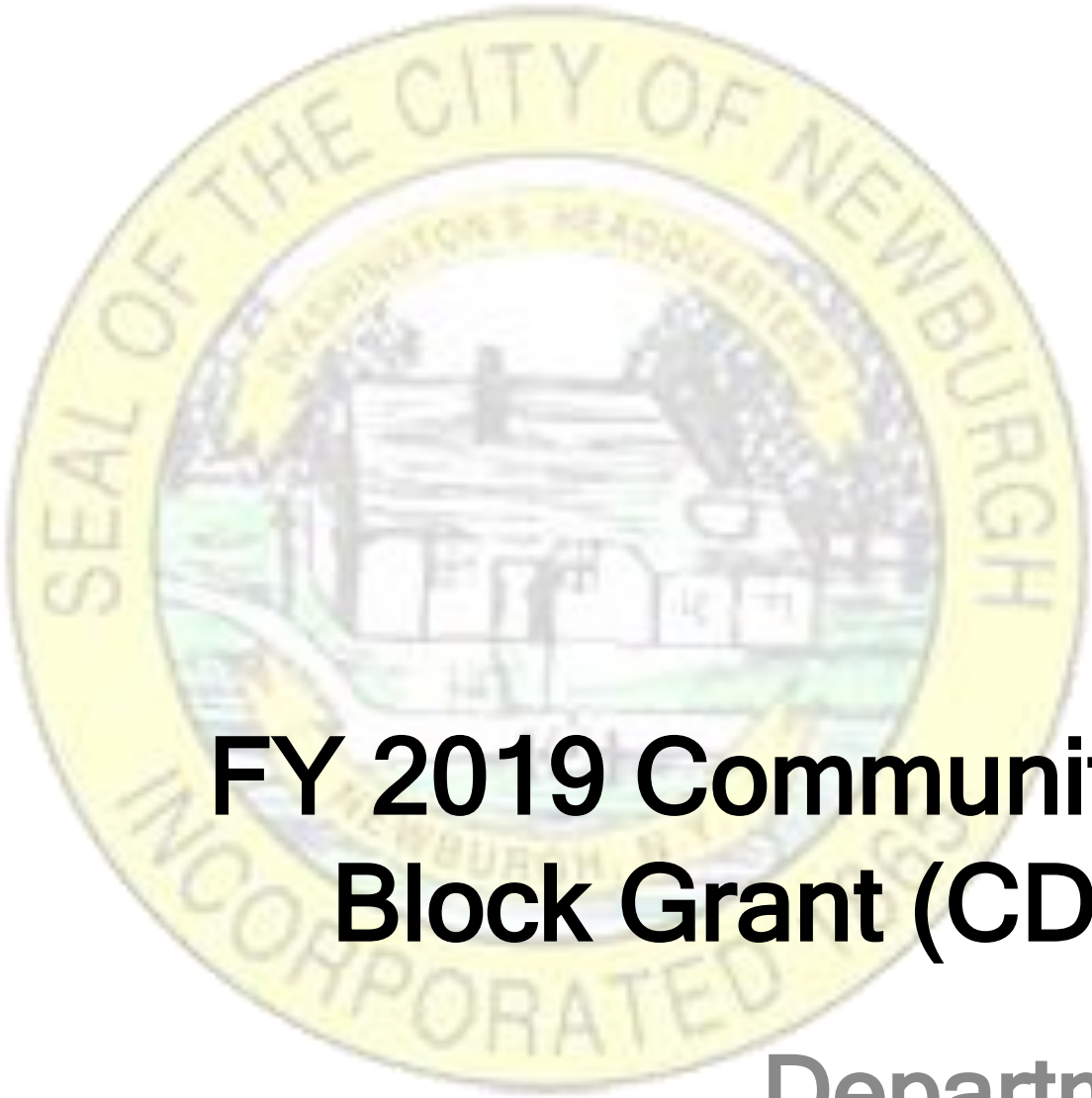
**A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR OCTOBER 9, 2018
TO RECEIVE PUBLIC COMMENT ON THE
CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT
FOR FISCAL YEAR 2019**

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Action Plan for FY 2019 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 9th day of October, 2018 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.



FY 2019 Community Development Block Grant (CDBG) Projects

Department of Planning &
Development
September, 2018



“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The most recent City of Newburgh Consolidated Plan: **FY2015-FY2019**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



City of Newburgh Community Development Goals

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



City of Newburgh CDBG Projects Overview:

- Manage city-owned properties, through the in rem program.
- Provide access to parkland, trails, and healthy activities in nature
- Positively reinvest in our community and our infrastructure



FY2019: Proposed Annual Action Plan Projects

**Year 5 of the 5 Year Plan
2015 - 2019**



FY2019 Proposed CDBG Projects/Funding

	Project Name	Description	Projected Funding
Projects Funded through Entitlement Grant			
	In Rem Property Program	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	\$215,000.00
	Complete Streets Program	Sidewalks, Business Façade Improvements, Infrastructure	\$225,000.00
	Park Improvements	Park Improvements	\$200,000.00
	Community Policing/Neighborhood Services	2018 National Night Out, 2019 Children's Summer Film Festival	\$18,000.00
	Homeowner Resource Assistance Program	Program to provide resource assistance to homeowners	\$60,000.00
	Administration	Program Administration, Staff Salaries and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00
		Total FY2019 Allocation	\$848,000.00
		Note: In the event that award funding is greater than what is presented here in the FY 2019 CDBG Annual Action Plan, the additional funding will be applied in the established, corresponding projects of the existing FY 2019 CDBG Annual Action Plan	

Project: In Rem Property Program
Budget: \$215,000.00

Summary: Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.



In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



Project: Complete Streets Project
Budget: \$225,000.00

Summary: Funding to support the following Complete Streets projects:

- Sidewalks
- Façade Improvements (including business signs)
- Infrastructure



Project: Park Improvements
Budget: \$200,000.00

Summary: Funding to support park improvements in the City of Newburgh. Projects to include support to the new South Street Park.



Project: Community Policing/Neighborhood Services
Budget: \$18,000.00

Summary: Funding to support:

- 2019 National Night Out
- 2019 Children's Summer Film Festival



Project: Homeowner Resource Assistance
Budget: \$60,000.00

Summary: Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.



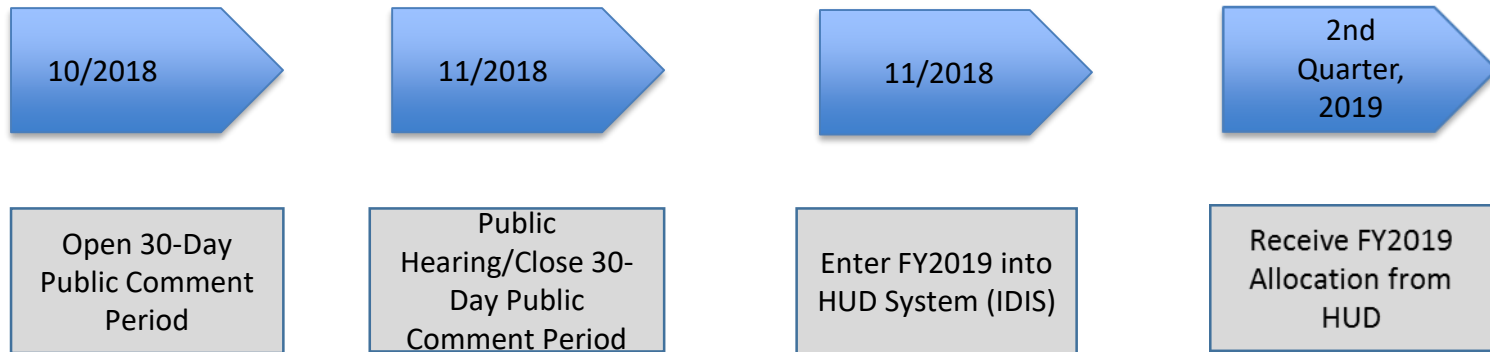
Project: Administration

Project Funding: \$130,000.00

Summary: Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.



FY2019 CDBG Projects Timeline



**FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROJECTS TIMELINE**



RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AMENDMENT TO THE AGREEMENT WITH
MCLAREN ENGINEERING GROUP FOR PROFESSIONAL ENGINEERING AND
CONSTRUCTION SUPPORT SERVICES RELATED TO
THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE)
REHABILITATION PROJECT BIN NO. 2022260 AT A COST OF \$45,760.00**

WHEREAS, by Resolution No. 225-2014 of September 8, 2014, the City of Newburgh accepted a proposal and executed an agreement with McLaren Engineering Group for inspection and engineering design services for the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (the "Project"); and

WHEREAS, the Project was suspended until the City was awarded a New York State Department of Transportation Bridge NY 2016 Program grant; and

WHEREAS, McLaren Engineering Group has submitted a proposal for a contract amendment to include certain design and pre-bid requirements required by the New York State Department of Transportation, as well as construction support tasks; and

WHEREAS, funding for the additional services in the amount of \$45,760.00 shall be derived from A.1918.0400; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that continuing with such work as proposed 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 a contract amendment with McLaren Engineering Group for professional engineering and construction support services in connection with repairing and rehabilitating the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) BIN No. 2022260 Rehabilitation Project at a cost of \$45,760.00.



Arts, Entertainment & Exhibits
Ports, Coastal & Waterfront
Real Estate Development
Public Infrastructure
Transportation
Government
Healthcare
Education
Industrial
Energy

August 17, 2018

City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Attn: Mr. Jason C. Morris, P.E.

Email: JMorris@cityofnewburgh-ny.gov

Re: Rehabilitation of Route 32 Bridge/Culvert over Quassaick Creek (Lake Street Bridge)
BIN 2022260, City of Newburgh, NY
McLaren File No. 140246

Dear Mr. Morris,

In 2014, the City of Newburgh contracted with McLaren Engineering to provide professional engineering services for the Lake Street Bridge over the Quassaick Creek. After final plans were delivered in May 2015, the project was put on hold while the City explored funding options for construction. In 2017, the City received a NYSDOT funding grant for construction, with the condition that all NYSDOT local project requirements be followed, including developing a NYSDOT design report, holding a public informational meeting, and converting the plans to NYSDOT standards.

Earlier this year, the City authorized McLaren to resume work on the project using the remaining funds in the contract. We are pleased to report that, through careful management and oversight by the City and McLaren, many of the NYSDOT pre-bid requirements, which were not anticipated when we entered into our agreement, have been fulfilled. However, it is apparent that a contract amendment will be necessary in order for McLaren to be able to complete the remaining NYSDOT services.

The specific tasks that are anticipated include:

1. Respond to any additional NYSDOT comments on the draft design report that was originally submitted to the agency in April 2018 with a revised version addressing their comments submitted in July 2018.
2. Review and update the plans to address any changed conditions and to incorporate NYSDOT requirements.
3. Provide bid support services, including assisting the City with contract document preparation, performing a bid analysis, and providing a recommendation on contract award.
4. Provide construction support services, including assistance resolving technical issues, shop drawing review, and addressing contractor requests for information.

Offices: New York, New Jersey, Maryland, Florida, Connecticut, California, Georgia, Pennsylvania

Licensed in:

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Indiana•Iowa•Kansas•Kentucky•Louisiana•Maine•Maryland•Massachusetts•Michigan•Minnesota•Mississippi•Missouri•Montana• Nebraska
Nevada•NewHampshire•New Jersey•New Mexico•New York•North Carolina•Ohio•Oklahoma•Oregon•Pennsylvania•Puerto Rico•Rhode Island
So.Carolina•So.Dakota•Tennessee•Texas•Trinidad & Tobago•Utah• USVI• Vermont• Virginia• Washington• West Virginia• Wisconsin• Wyoming

M.G. McLaren, P.C.

530 Chestnut Ridge Road
Woodcliff Lake, NJ 07677
Phone (201) 775-6000

e-mail: mgmclaren@mgmclaren.com
On the web: www.mgmclaren.com

McLaren proposes that an hourly, not to exceed contract amendment be executed to allow for these services. An estimated fee for each task is as follows:

Phase 6 - NYSDOT Funding Requirements	Estimated Fee
Task 1 - Design Report	\$ 4,490
Task 2- Update Plans to Meet NYSDOT Requirements	\$ 14,650
Task 3 - Bid Support Services	\$ 9,130
Task 4 - Construction Support Services	\$ 16,890
Direct Expenses (Travel, Postage, Copying, etc.)	\$ 600
Total	\$ 45,760

McLaren will continue to invoice based on actual costs using the following rates:

2018 HOURLY RATES

Fees for the above services, and additional services will be performed at the following hourly rates:

Productive Principal	\$250/hr	Chief CAD Operator	\$150/hr
Sr. Associate/Assoc. Principal	\$245/hr	Sr. CAD Operator	\$130/hr
Associate	\$215/hr	CAD Operator	\$110/hr
Sr. Planner	\$195/hr	Jr. CAD Operator	\$ 75/hr
Principal Land Surveyor	\$175/hr	Chief of Field Operations	\$130/hr
Chief Bridge Engineer	\$200/hr	PE Diver	\$180/hr
Senior Engineer III/IV	\$180/hr	Diver	\$165/hr
Senior Engineer I/II	\$150/hr	Tender	\$135/hr
Technical Design Mgr.	\$175/hr	Sr. Technician	\$120/hr
Sr. Technical Designer II	\$140/hr	Jr. Technician	\$ 90/hr
Sr. Technical Designer I	\$125/hr	Principal Survey Technician	\$105/hr
Technical Designer	\$100/hr	Intern	\$ 58/hr
Staff Engineer II/III	\$125/hr	Technical Typist	\$ 85/hr
Staff Engineer I	\$115/hr		
Junior Engineer	\$100/hr		

McLaren is committed to providing the highest level of service to the City for this project in the most cost-effective manner possible. As we have in the past, we will continue to look for cost saving opportunities as the project advances through construction.

Please do not hesitate to contact me or Jim Bridges if have any questions or require additional information.

Very truly yours,

The Office of
M.G. McLaren, P.C.
d/b/a McLaren Engineering Group



Gerard J. Bartucci, P.E.
Director of Bridge Engineering

cc: MGM/RLW/DFB/WJM/GJB/JPB – Internal



M.G. McLaren, P.C.

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH CSX TRANSPORTATION, INC. TO ALLOW THE CITY AND ITS CONTRACTORS ACCESS TO CSX PROPERTY IN CONNECTION WITH THE WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh has undertaken the West Trunkline Sewer Corridor Improvements Project; and

WHEREAS, by Resolution No. 179-2017 of July 10, 2017, the City Council of the City of Newburgh, awarded a bid for Construction Contract No. 1 in connection with the Project; and

WHEREAS, a portion of the construction work will occur in the CSX Transportation, Inc. ("CSX") right of way which requires the City to enter into a license agreement to perform the repair work on property owned or controlled by CSX; and

WHEREAS, the funding for the license agreement fee shall be derived from NYSEFC CWSRF Project Number C3-7332-00-08; and

WHEREAS, this Council finds that entering into a license agreement with CSX in order to continue with the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the City Manager is hereby authorized to execute a license agreement with CSX Transportation, Inc., in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, in connection with the West Trunkline Sewer Corridor Improvements Project.

Agreement Checklist

Please perform the following when executing the attached instrument:

- X Sign the signature page in order to execute the agreement. Once of the following should apply.

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President, or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. **(Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.)** If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

If the Agreement is with an INDIVIDUAL, that individual should sign the Agreement exactly as the name is set out in the caption of the Agreement. If the name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears.

If the Agreement is with a PARTNERSHIP, all general members of the partnership should execute the document unless one member of the firm has been designated managing partner or expressly by the partnership to execute the Agreement. (Furnish copy of such authority.)

- X NAME(S) and TITLE (S) of person (s) executing the agreement must be typed or printed in ink directly beneath signature (s).
- X **Social Security Number is required if Agreement is with an INDIVIDUAL, if Agreement is with other than an INDIVIDUAL, a Tax identification Number is required.**
- X Furnish Certificate of Insurance which states "CSX Transportation, Inc. as additional insured in the Description Box on the certificate, which is required under the INSURANCE Article, Certificate Holder address should be as follows:

CSX Transportation
Speed Code J180
500 Water Street,
Jacksonville FL 32202.

Questions regarding the insurance requirements should be directed to this office for handling.

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of May 23, 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF NEWBURGH, a municipal corporation, political subdivision or state agency, under the laws of the State of New York, whose mailing address is 83 Broadway, Newburgh, New York 12550, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) existing fifty-four inch (54") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near New Windsor, Orange County, New York, Albany Division, River Subdivision, Milepost QRW-17.24, Latitude N41:29:34.00, Longitude W74:01:40.00;
2. One (1) existing fifty-four inch (54") diameter sub-grade pipeline parallel, solely for the conveyance of raw/treated sewage, beginning at or near New Windsor, Orange County, New York, Albany Division, River Subdivision, Milepost QRW-17.24, Latitude N41:29:34.00, Longitude W74:01:40.00, and ending at or near Newburgh, Orange County, New York, Albany Division, River Subdivision, Milepost QRW-17.29, Latitude N41:29:33.00, Longitude W74:01:37.00;
3. One (1) existing fifty-four inch (54") diameter sub-grade pipeline parallel, solely for the conveyance of raw/treated sewage, located at or near Newburgh, Orange County, New York, Albany Division, River Subdivision, beginning at Milepost QRW-17.44, Latitude N41:29:32.00, Longitude W74:01:27.00, and ending at Milepost QRW-17.48, Latitude N41:29:31.00, Longitude W74:01:24.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIFTEEN THOUSAND THREE HUNDRED AND 00/100 U.S. DOLLARS (\$15,300.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any

applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed

work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

6.3 In the event of any relocation of Licensee's System or Facilities under this Article, Licensor shall not be required to purchase for Licensee any replacement land or right-of-way or to pay Licensee the cost to secure same if there is not available Rail Corridor. However, Licensor agrees to allow Licensee to relocate to any other available adjacent or nearby Rail Corridor or other land owned by Licensor at Licensee's sole cost; provided, however, that Licensor shall not be entitled to any additional payment for such replacement Licensor land or Rail Corridor.

6.4 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or

interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all

claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water

Street, Jacksonville, FL 32202. On each successive year, send certificate to
RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability

arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any

subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 646-296-7823.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to

possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF NEWBURGH

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.



Page 1 of 1
Account/Contract No. CSX851004
City of Newburgh
Customer Project No. Contract 1 and 2 Sewer

Invoice

Date 5/23/2018

Customer

City of Newburgh
83 Broadway
Newburgh, NJ 12550

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due U.S. Dollars \$ 20,000.00

Fees Summary

Application Review Fee	\$	3,950.00
Railroad Protective Liability	\$	750.00
Utility License Fee	\$	15,300.00
Money on File		

Total Current Fees in U.S. dollars \$ 20,000.00

CSX Federal ID No. 54-6000720
CSX Canadian ID No. 105203095 RC 0001
CSX Quebec ID No. 1022434469 IC 0001

Please remit payment to: CSX Transportation, Inc.

Legal Address:

500 Water Street, J180
Jacksonville, FL 32202

Questions? Contact:

Mailing Address:

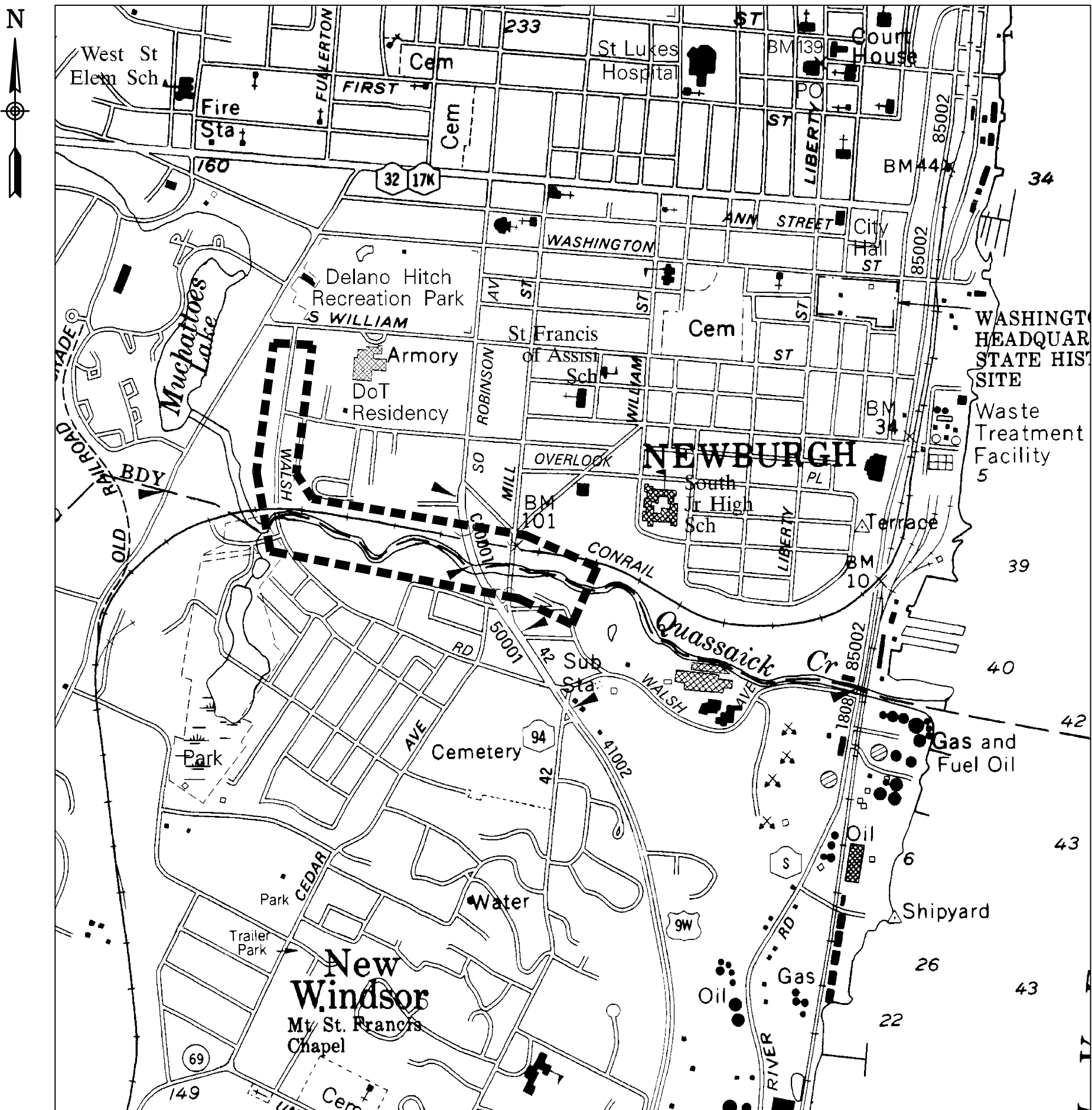
500 Water Street, J180
Jacksonville, FL 32202

ana_mcdowell@csx.com
904.279.4839

CSX851004 EXHIBIT A

CSX GENERAL NOTES:

- 1. REFER TO THE CSX PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- 2. EXISTING PIPES AND MANHOLES TO BE ABANDONED WILL BE COMPLETELY FILLED WITH CEMENT GROUT, COMPACTED SAND , OR FLOWABLE FILL.
- 3. NO CONSTRUCTION OR ENTRY UPON THE CSX CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
- 4. CSX DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
- 5. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSX SPECIFICATIONS WILL BE SUBMITTED TO THE CSX REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.



MAP SOURCES: CORNWALL, NEW YORK USGS QUADRANGLE, PHOTOREVISED 1981.
NEWBURGH, NEW YORK USGS QUADRANGLE, DATED 1957.
WAPPINGERS FALLS, NEW YORK USGS QUADRANGLE, PHOTOREVISED 1981.
WEST POINT, NEW YORK USGS QUADRANGLE, PHOTOREVISED 1981.

LOCATION PLAN

SCALE: 1"=1000'

INDEX

SHEET NO.	TITLE
	TITLE SHEET
G-1	GENERAL NOTES, LEGEND AND ABBREVIATIONS
G-2	LEGEND MAP AND SEWER FLOW CONTROL NOTES
G-3	54-INCH SEWER MAIN REHABILITATION
G-4	54-INCH WEST TRUNKLINE REHABILITATION
G-5	54-INCH WEST TRUNKLINE REHABILITATION
G-6	54-INCH WEST TRUNKLINE REHABILITATION
G-7	54-INCH WEST TRUNKLINE AND 36-INCH ROBINSON AVENUE REHABILITATION
G-8	54-INCH WEST TRUNKLINE AND 18-INCH TO 36-INCH MILL STREET REHABILITATION
G-9	SEWER REHABILITATION TABLES
G-10	MISCELLANEOUS SITE DETAILS I
G-11	MISCELLANEOUS SITE DETAILS II
G-12	EROSION CONTROL DETAILS
G-13	SEWER FLOW CONTROL DETAILS
G-14	WORK ZONE TRAFFIC CONTROL LANE AND SHOULDER DETAILS
G-15	WORK ZONE TRAFFIC CONTROL ROADWAY INTERSECTION DETAILS

CONTRACT DRAWINGS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER
CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
54-INCH WEST TRUNKLINE, 36-INCH ROBINSON
AVENUE, AND 18-INCH TO 36-INCH MILL STREET
SEWER REHABILITATION

MEMBERS OF CITY COUNCIL

JUDY KENNEDY	MAYOR
GENIE ABRAMS	COUNCIL MEMBER
REGINA ANGELO	COUNCIL MEMBER
TORRANCE HARVEY	COUNCIL MEMBER
CINDY HOLMES	COUNCIL MEMBER
KAREN MEJIA	COUNCIL MEMBER
HILLARY RAYFORD	COUNCIL MEMBER
MICHAEL G. CIARAVINO	CITY MANAGER
JASON MORRIS, P.E.	CITY ENGINEER

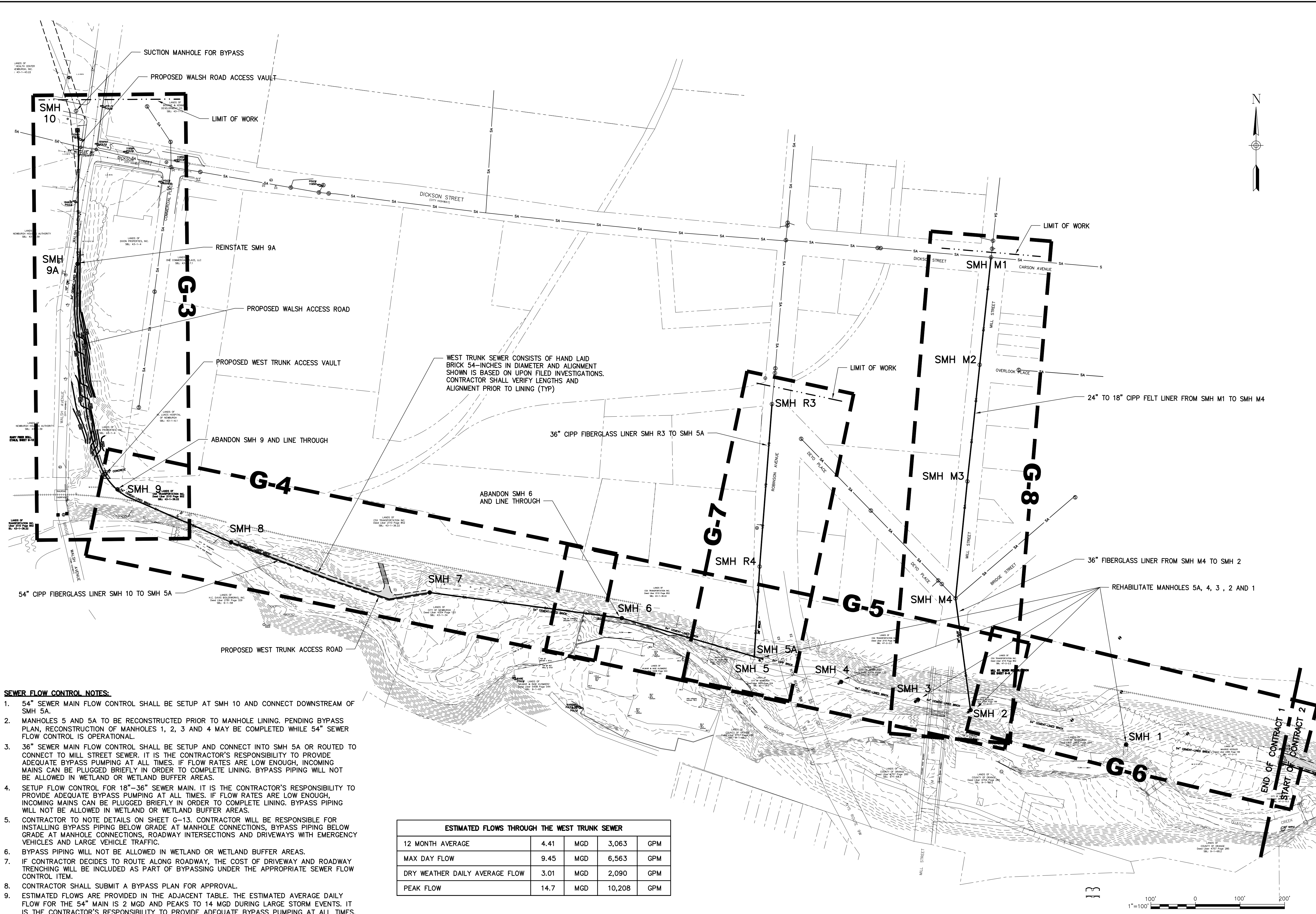
SEPTEMBER 2016
REVISED JANUARY 2017
REVISED MARCH 2018

Barton
& L. Loguidice, D.P.C.

NEW YORK STATE PROFESSIONAL ENGINEERS LICENSE NO. 075248

FILE NO. 1352.003.001-1

Plotted: Mar 22, 2018 - 1:55PM ALB By: smt
Z:\BL-Vault\02\16217\A02-1\01-4831-8927-990564054147\0318000-938465\938465.dwg
Checked by: ATE Drawn by: KPS/JCM/SMR Designed by: BLS In charge of: DHF



- SEWER FLOW CONTROL NOTES:**
- 54" SEWER MAIN FLOW CONTROL SHALL BE SETUP AT SMH 10 AND CONNECT DOWNSTREAM OF SMH 5A.
 - MANHOLES 5 AND 5A TO BE RECONSTRUCTED PRIOR TO MANHOLE LINING. PENDING BYPASS PLAN, RECONSTRUCTION OF MANHOLES 1, 2, 3 AND 4 MAY BE COMPLETED WHILE 54" SEWER FLOW CONTROL IS OPERATIONAL.
 - 36" SEWER MAIN FLOW CONTROL SHALL BE SETUP AND CONNECT INTO SMH 5A OR ROUTED TO CONNECT TO MILL STREET SEWER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE BYPASS PUMPING AT ALL TIMES. IF FLOW RATES ARE LOW ENOUGH, INCOMING MAINS CAN BE PLUGGED BRIEFLY IN ORDER TO COMPLETE LINING. BYPASS PIPING WILL NOT BE ALLOWED IN WETLAND OR WETLAND BUFFER AREAS.
 - SETUP FLOW CONTROL FOR 18"-36" SEWER MAIN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE BYPASS PUMPING AT ALL TIMES. IF FLOW RATES ARE LOW ENOUGH, INCOMING MAINS CAN BE PLUGGED BRIEFLY IN ORDER TO COMPLETE LINING. BYPASS PIPING WILL NOT BE ALLOWED IN WETLAND OR WETLAND BUFFER AREAS.
 - CONTRACTOR TO NOTE DETAILS ON SHEET G-13. CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING BYPASS PIPING BELOW GRADE AT MANHOLE CONNECTIONS, BYPASS PIPING BELOW GRADE AT MANHOLE CONNECTIONS, ROADWAY INTERSECTIONS AND DRIVEWAYS WITH EMERGENCY VEHICLES AND LARGE VEHICLE TRAFFIC.
 - BYPASS PIPING WILL NOT BE ALLOWED IN WETLAND OR WETLAND BUFFER AREAS.
 - IF CONTRACTOR DECIDES TO ROUTE ALONG ROADWAY, THE COST OF DRIVEWAY AND ROADWAY TRENCHING WILL BE INCLUDED AS PART OF BYPASSING UNDER THE APPROPRIATE SEWER FLOW CONTROL ITEM.
 - CONTRACTOR SHALL SUBMIT A BYPASS PLAN FOR APPROVAL.
 - ESTIMATED FLOWS ARE PROVIDED IN THE ADJACENT TABLE. THE ESTIMATED AVERAGE DAILY FLOW FOR THE 54" MAIN IS 2 MGD AND PEAKS TO 14 MGD DURING LARGE STORM EVENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE BYPASS PUMPING AT ALL TIMES.

ESTIMATED FLOWS THROUGH THE WEST TRUNK SEWER				
12 MONTH AVERAGE	4.41	MGD	3,063	GPM
MAX DAY FLOW	9.45	MGD	6,563	GPM
DRY WEATHER DAILY AVERAGE FLOW	3.01	MGD	2,090	GPM
PEAK FLOW	14.7	MGD	10,208	GPM

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CONTRACT DRAWINGS

ENGINEER: BARTON & LOGUIDICE (B&L) 1104 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 733-8326 (PHONE) (717) 737-8326 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

Rev	EFC COMMENTS

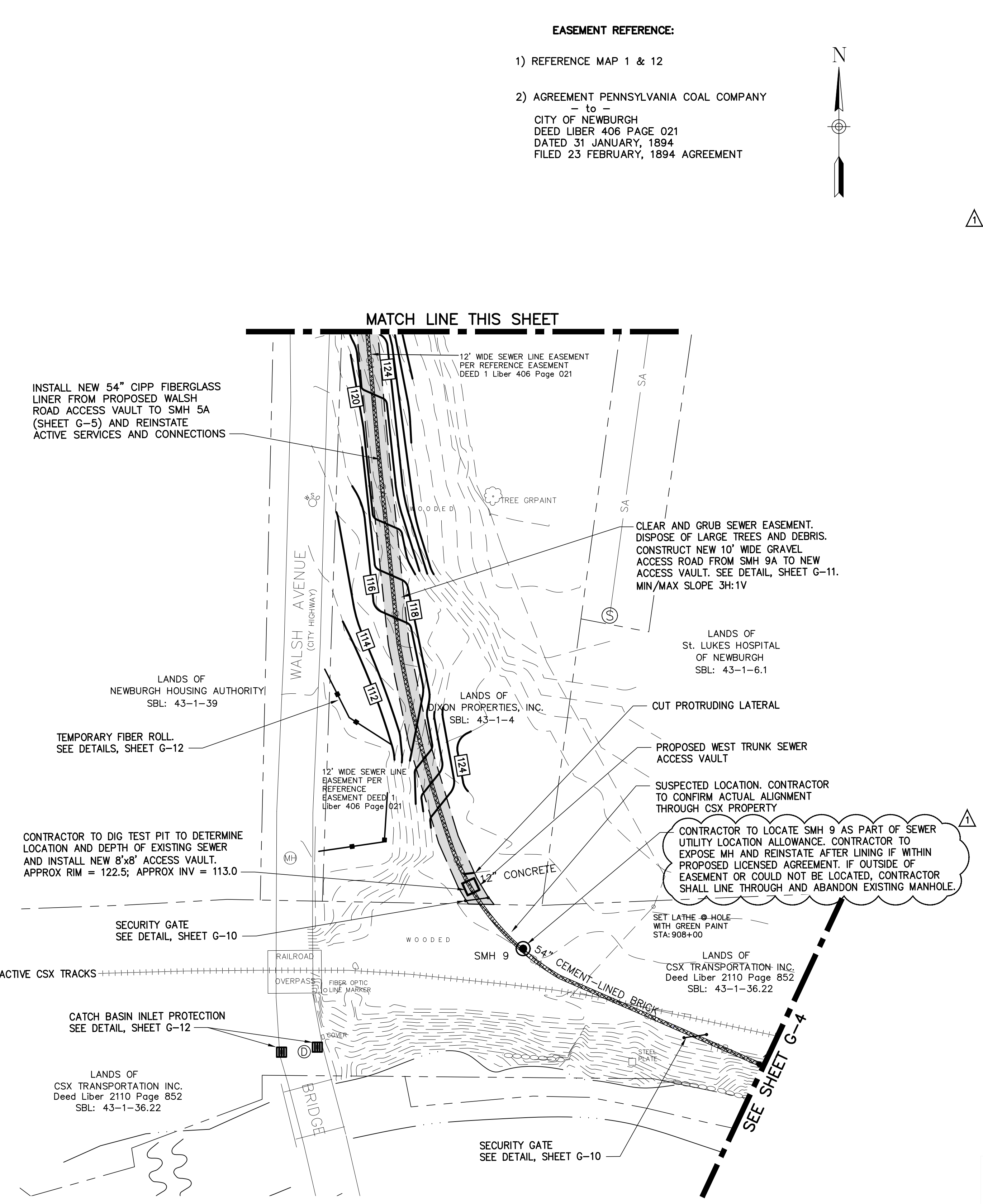
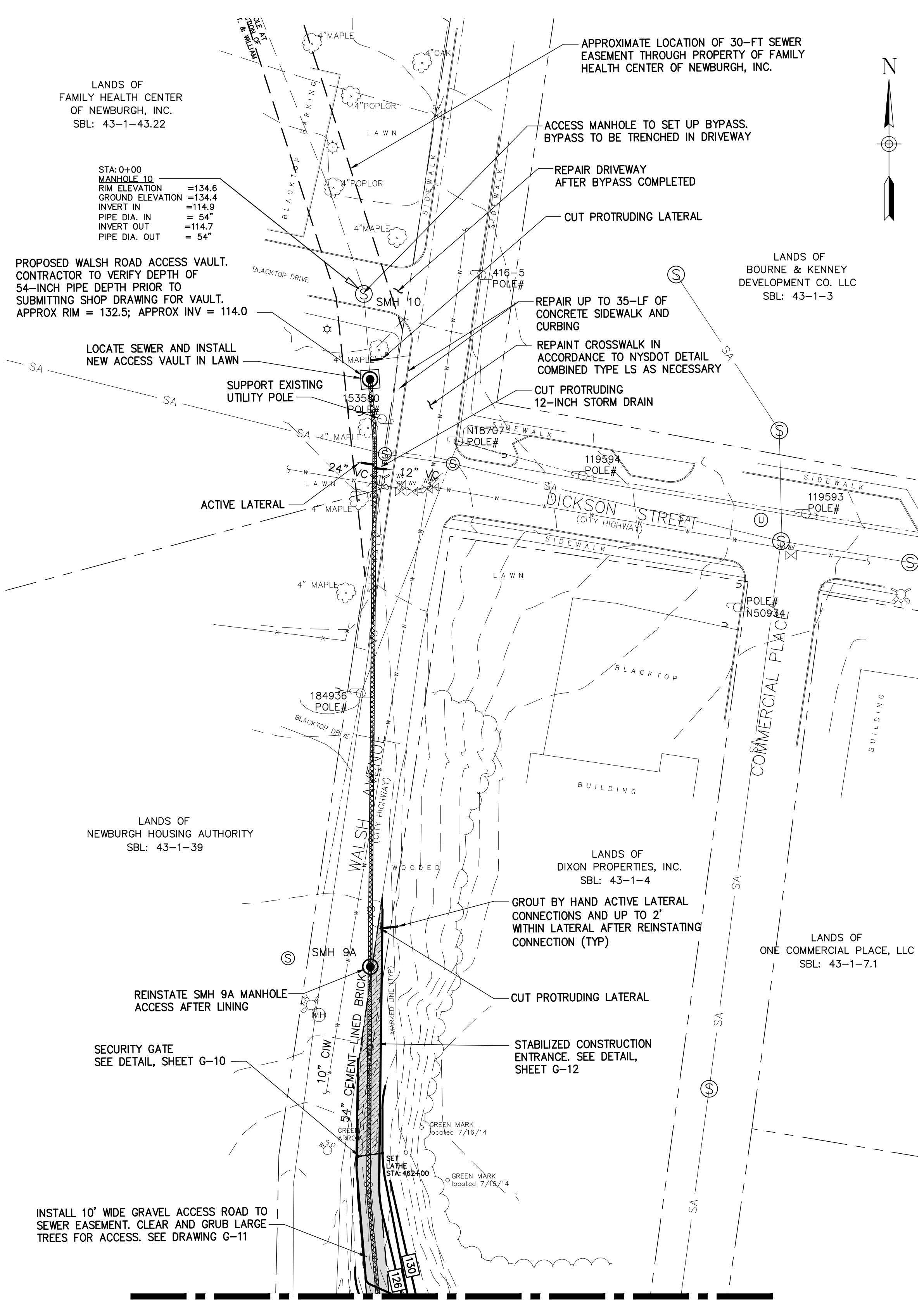
CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
LEGEND MAP AND
SEWER FLOW CONTROL NOTES
ORANGE COUNTY, NEW YORK
CITY OF NEWBURGH

Barton & Loguidice, D.P.C.

STATE OF NEW YORK
JEREMY D. LOGUIDICE
No. 075248
PROFESSIONAL ENGINEER

Date: SEPTEMBER 2016
Scale: 1"=100'
Sheet Number: G-2
Project Number: 1352.003.001-1

Plotted: Mar 22, 2018 - 1:55PM
Z:\BL-Vault\02\16217\02-16217-4823-8927-990505054147\0 944000-944999\944815\1\1352.003.001 - 603 Sewer Rehab Contracts 1 and 2 (ID 944815).dwg
Drawn by KPS/JCM/SMR Designed by BLS In charge of DHF
Checked by ATE By smr



PLAN
WEST TRUNK SEWER
SCALE: 1" = 40'

- NOTES:
1. THE LOCATION AND SIZE OF THE SEWER MAIN, MANHOLES, LATERAL CONNECTIONS, AND RECOMMENDED REPAIRS ARE APPROXIMATE. CONTRACTOR TO COMPLETE CCTV TO CONFIRM LOCATION OF ALL LATERALS AND REPAIRS.
 2. ONLY KNOWN ACTIVE SERVICES AND CONNECTIONS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REINSTATE ALL ACTIVE SERVICES, CONNECTIONS AND MANHOLES. CAPPED SERVICES SHALL BE LINED OVER.
 3. CONTRACTOR TO HEAVY CLEAN AND REMOVE ROOTS AS NECESSARY TO COMPLETE LINING. SEE SHEET G-9 FOR REHABILITATION.
 4. SEE SHEET G-9 FOR DETAILED REPAIR TABLES AND APPENDIX E OF THE CONTRACT DOCUMENTS FOR CCTV RECORDS.
 5. CONTRACTOR TO COORDINATE TRAFFIC WITH 147 LAKE STREET (GREATER HUDSON VALLEY FAMILY HEALTH CENTER AND POLICE DEPARTMENT) PRIOR TO CONSTRUCTION.
 6. CITY OF NEWBURGH HAS CLEARED TREES. CONTRACTOR TO CLEAR ANY ADDITIONAL TREES WITHIN EASEMENT AND ESTABLISH ACCESS ROADWAY IN SEWER EASEMENT.
 7. CONTRACTOR TO BYPASS FLOW DURING INSTALLATION OF PROPOSED LINER AS SPECIFIED.
 8. PIPE LENGTHS ARE APPROXIMATE AS EXACT ALIGNMENT IS UNKNOWN. CONTRACTOR TO VERIFY IN THE FIELD.
 9. SEVERE DAMAGE AND DEFECTS IN PIPE AS OBSERVED ARE SHOWN ON PLANS. MINOR DEFECTS MAY OR MAY NOT BE SHOWN. CONTRACTOR TO ENSURE ALL DEFECTS ARE ADDRESSED PRIOR TO LINING TO ENSURE INTEGRITY OF THE LINER.
 10. WORK ON DICKSON PROPERTIES, INC. OUTSIDE OF 12-FT WIDE SEWER EASEMENT COVERED UNDER TEMPORARY CONSTRUCTION EASEMENT BETWEEN CITY OF NEWBURGH AND DICKSON PROPERTIES, INC.

EASEMENT REFERENCE:

1) REFERENCE MAP 1 & 12

2) AGREEMENT PENNSYLVANIA COAL COMPANY
- to -
CITY OF NEWBURGH
DEED LIBER 406 PAGE 021
DATED 31 JANUARY, 1894
FILED 23 FEBRUARY, 1894 AGREEMENT

CONTRACT DRAWINGS	
ENGINEERS: BARTON AND LOGUIDICE (B&L) 1104 FERMWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 737-8328 (PHONE) (717) 737-8328 (FAX)	
By _____	Date _____
Ch'd _____	Date _____
REVISIONS	
0% ₁₇	EFC COMMENTS
03% ₈	CSX COMMENTS
CITY OF NEWBURGH WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16 54-INCH WEST TRUNKLINE REHABILITATION ORANGE COUNTY, NEW YORK CITY OF NEWBURGH	
Barton Loguidice, D.P.C.	
SEAL OF THE STATE OF NEW YORK DONALD H. FLECHNER No. 075248 PROFESSIONAL ENGINEER	
Date	SEPTEMBER 2016
Scale	1" = 40'
Sheet Number	G-3
Project Number	1352.003.001-1



- NOTES:
1. THE LOCATION AND SIZE OF THE SEWER MAIN, MANHOLES, LATERAL CONNECTIONS, AND RECOMMENDED REPAIRS ARE APPROXIMATE. CONTRACTOR TO COMPLETE CCTV TO CONFIRM LOCATION OF ALL LATERALS AND REPAIRS.
 2. ONLY KNOWN ACTIVE SERVICES AND CONNECTIONS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REINSTATE ALL ACTIVE SERVICES, INCLUDING MANHOLES, LATERALS, AND CONNECTIONS. ALL REPAIRED SERVICES SHALL BE REINSTATED OVER.
 3. CONTRACTOR TO HEAVY CLEAN AND REMOVE ROOTS AS NECESSARY TO COMPLETE LINING. SEE SHEET G-9 FOR REHABILITATION.
 4. SEE SHEET G-9 FOR DETAILED REPAIR TABLES AND APPENDIX E OF THE CONTRACT DOCUMENTS FOR CCTV RECORDS.
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5/1/2018

Plotted: Mar 22, 2015 - 1:56PM ALB By: smr
Z:\BL-Vault\02\16217A02-1671-4823-8927-9905C6054147\0 944000-944999\944815\1\1352.003.001 - 603 Sewer Rehab Contracts 1 and 2 (ID 944815).dwg
Checked by: AIE Drawn by: KPS/JCM/SMR Designed by: BLS In charge of: DHF

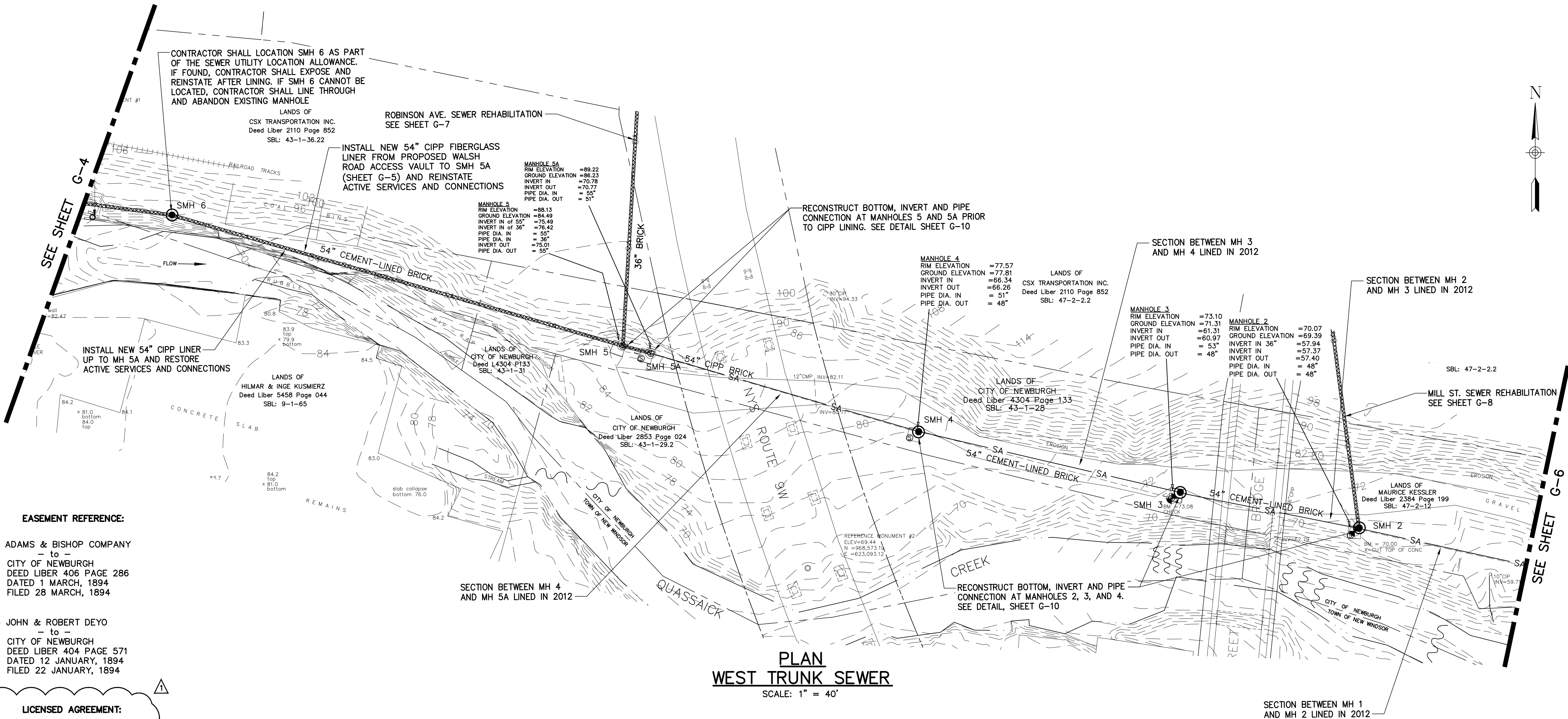
EASEMENT REFERENCE:

- 1) ADAMS & BISHOP COMPANY
to
CITY OF NEWBURGH
DEED LIBER 406 PAGE 286
DATED 1 MARCH, 1894
FILED 28 MARCH, 1894
- 2) JOHN & ROBERT DEYO
to
CITY OF NEWBURGH
DEED LIBER 404 PAGE 571
DATED 12 JANUARY, 1894
FILED 22 JANUARY, 1894

LICENSED AGREEMENT:

- 1) CSX AGREEMENT
No. CR 002882/CR 002882

- NOTES:
1. THE LOCATION AND SIZE OF THE SEWER MAIN, MANHOLES, LATERAL CONNECTIONS, AND RECOMMENDED REPAIRS ARE APPROXIMATE. CONTRACTOR TO COMPLETE CCTV TO CONFIRM LOCATION OF ALL LATERALS AND REPAIRS.
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PLAN
WEST TRUNK SEWER
SCALE: 1" = 40'



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WITHOUT LIABILITY TO BARTON & LOGUIDICE,
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BETWEEN THE SEALED DRAWINGS AND THE
ELECTRONIC FILES, THE SEALED DRAWINGS WILL
GOVERN.

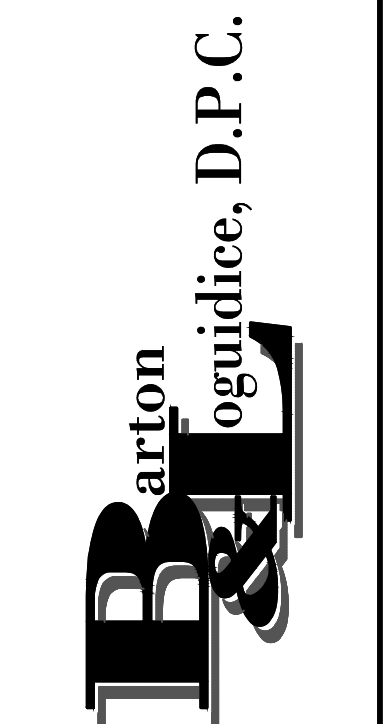
CONTRACT DRAWINGS

ENGINEER: BARTON AND LOGUIDICE (B&L) 1104
FERMWOOD AVENUE, SUITE 501 CAMP HILL, PA
17011 (717) 737-8326 (PHONE) (717)
737-8328 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS	
04/7	EFC COMMENTS
03/8	CSX COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
54-INCH WEST TRUNKLINE
REHABILITATION
CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK



Date
SEPTEMBER 2016

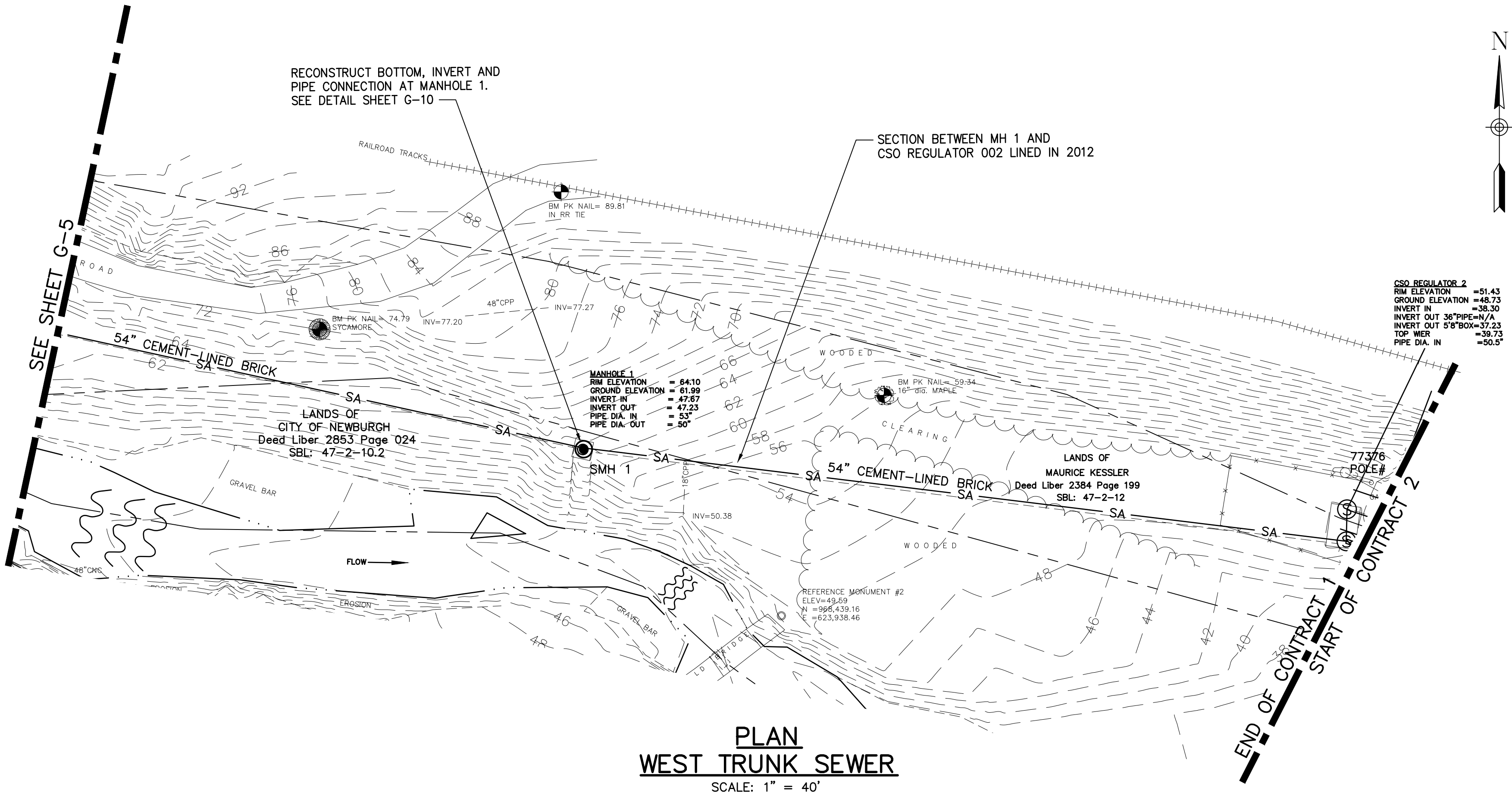
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1" = 40'

Sheet Number
G-5

Project Number
1352.003.001-1

Plotted: Mar 22, 2018 - 1:56PM ALB By: smr
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Checked by: AIE Drawn by: KPS/JCM/SMR Designed by: BLS In charge of: DHF

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EASEMENT REFERENCE:
1) JOHN & ROBERT DEYO
- to -
CITY OF NEWBURGH
DEED LIBER 404 PAGE 571
DATED 12 JANUARY, 1894
FILED 22 JANUARY, 1894



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BETWEEN THE SEALED DRAWINGS AND THE
ELECTRONIC FILES, THE SEALED DRAWINGS WILL
GOVERN.

CONTRACT DRAWINGS

ENGINEERS: BARTON AND LOGUIDICE (B&L) 1104
FERWOOD AVENUE SUITE 501 CAMP HILL, PA
17011 (717) 737-8328 (PHONE) (717)
737-8388 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

NO.	EFC COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTACT 1 - GENERAL CONSTRUCTION - BID #9.16
54-INCH WEST TRUNKLINE
REHABILITATION
ORANGE COUNTY, NEW YORK
CITY OF NEWBURGH

Barton & Loguidice, D.P.C.

STATE OF NEW YORK
DONALD H. FLECHNER
No. 075248
PROFESSIONAL ENGINEER

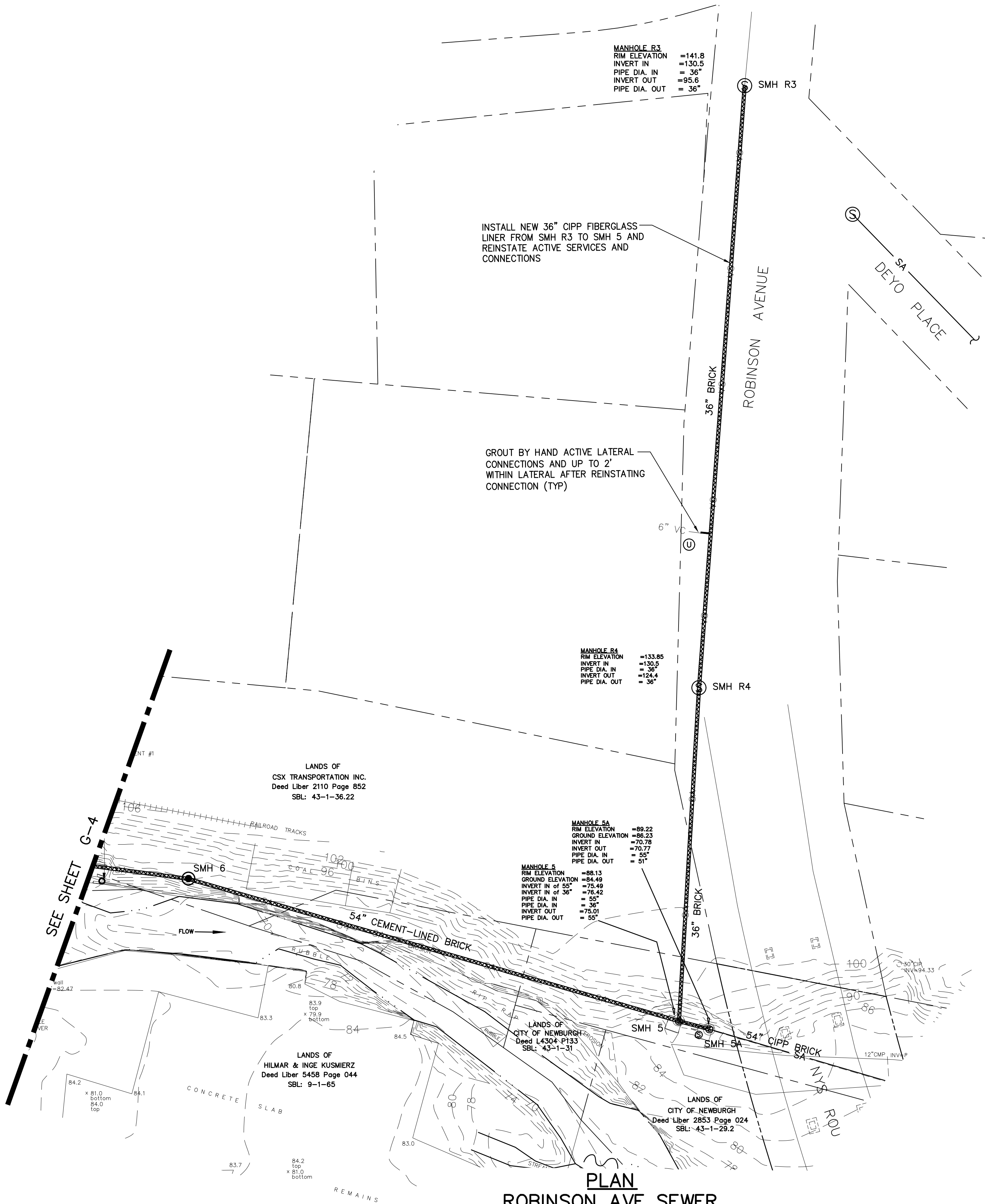
Date
SEPTEMBER 2016

Scale
1" = 40'

Sheet Number
G-6

Project Number
1352.003.001-1

Plotted: Mar 22, 2018 - 1:56PM ALB By: smr
Z:\BL-Vault\02\16217402-1671-483-8927-99056054147\0 944000-944999\944815\1\1352.003.001 - 603 Sewer Rehab Contracts 1 and 2 (ID 944815).dwg
Checked by: AIE Drawn by: KPS/JCM/SMR Designed by: BLS In charge of: DHF



EASEMENT REFERENCE:

1) ADAMS & BISHOP COMPANY
- to -
CITY OF NEWBURGH
DEED LIBER 406 PAGE 286
DATED 1 MARCH, 1894
FILED 28 MARCH, 1894

2) JOHN & ROBERT DEYO
- to -
CITY OF NEWBURGH
DEED LIBER 404 PAGE 571
DATED 12 JANUARY, 1894
FILED 22 JANUARY, 1894

LICENSED AGREEMENT:

1) CSX AGREEMENT
No. CR 002882/CR 002882

- NOTES:
1. THE LOCATION AND SIZE OF THE SEWER MAIN, MANHOLES, LATERAL CONNECTIONS, AND RECOMMENDED REPAIRS ARE APPROXIMATE. CONTRACTOR TO COMPLETE CCTV TO CONFIRM LOCATION OF ALL LATERALS AND REPAIRS.
 2. ONLY KNOWN ACTIVE SERVICES AND CONNECTIONS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REINSTATE ALL ACTIVE SERVICES, CONNECTIONS AND MANHOLES. CAPPED SERVICES SHALL BE LINED OVER.
 3. CONTRACTOR TO HEAVY CLEAN AND REMOVE ROOTS AS NECESSARY TO COMPLETE LINING. SEE SHEET G-9 FOR REHABILITATION.
 4. SEE SHEET G-9 FOR DETAILED REPAIR TABLES AND APPENDIX E OF THE CONTRACT DOCUMENTS FOR CCTV RECORDS.
 5. CONTRACTOR TO BYPASS FLOW DURING INSTALLATION OF PROPOSED LINER AS SPECIFIED.
 6. PIPE LENGTHS ARE APPROXIMATE AS EXACT ALIGNMENT IS UNKNOWN. CONTRACTOR TO VERIFY IN THE FIELD.
 7. SEVERE DAMAGE AND DEFECTS IN PIPE AS OBSERVED ARE SHOWN ON PLANS. ALL DEFECTS MAY OR MAY NOT BE SHOWN. CONTRACTOR TO ENSURE ALL DEFECTS ARE ADDRESSED PRIOR TO LINING TO ENSURE INTEGRITY OF THE LINER.



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CONTRACT DRAWINGS

ENGINEERS: BARTON AND LOGUIDICE (B&L) 1104 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 737-8328 (PHONE) (717) 737-8388 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

04/17	EFC COMMENTS
03/18	CSX COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
54-INCH WETS TRUNKLINE AND
36-INCH ROBINSON AVENUE
CITY OF NEWBURGH REHABILITATION ORANGE COUNTY, NEW YORK

Barton & Loguidice, D.P.C.

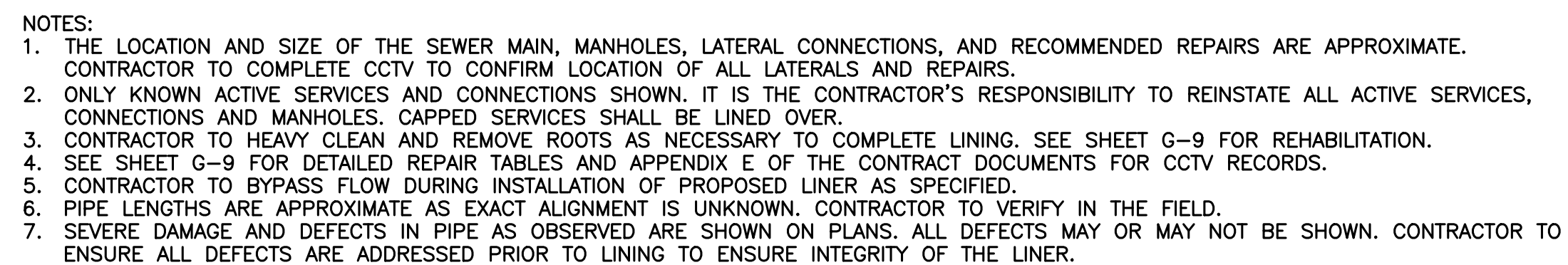
STATE OF NEW YORK
DONALD H. FLETCHER
No. 075248
PROFESSIONAL ENGINEER

Date
SEPTEMBER 2016

Scale
1" = 40'

Sheet Number
G-7

Project Number
1352.003.001-1

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CONTRACT DRAWINGS	
ENGINEER: BARTON & LOGGINS, P.C. 1104 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 737-8336 (PHONE) (717) 737-8328 (FAX)	
By _____	Date _____
Ck'd _____	Date _____
REVISIONS	
0 ₁₇	EFC COMMENTS
0 ₁₈	CSX COMMENTS
CITY OF NEWBURGH WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16 54-INCH WEST TRUNKLINE AND 18-INCH TO 36-INCH MILL STREET CITY OF NEWBURGH REHABILITATION ORANGE COUNTY, NEW YORK	
Barton & Loggins, D.P.C.	
	
Date	SEPTEMBER 2016
Scale	1" = 40'
Sheet Number	G-8
Project Number	1352.003.001-1

Plotted: Mar 22, 2018 - 1:56PM ALB By: smr
Z:\BL-Vault\02\18217A02-1C71-4823-8927-9903C0504147\0 944000-944999\944815\1\1352.003.001 - G03 Sewer Rehab Contracts 1 and 2 (ID 944815).dwg
Checked by: ATE Drawn by: KPS/JCM/SMR Designed by: BLS In charge of: DHF

MISCELLANEOUS REPAIRS								
AREA	UPSTREAM MANHOLE	DOWNSTREAM MANHOLE	MAINLINE PIPE DIAMETER (INCHES)	MAINLINE LENGTH (FEET)	PIPE MATERIAL	DISTANCE TO DEFECT (FEET) (SEE NOTE 2)	DEFECT DESCRIPTION	RECOMMENDED REHABILITATION METHOD
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	39.8	PROTRUDING LATERAL (LIVE) MADE FROM CORRUGATED PLASTIC AT CROWN OF PIPE	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	78.5	PROTRUDING LATERAL (LIVE) AT 9 O' CLOCK	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	346.3	PROTRUDING LATERAL (LIVE) AT 10 O' CLOCK, WITH EROSION AND INFILTRATION AROUND EDGES	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	856.4	PROTRUDING LATERAL (LIVE) AT 10 O' CLOCK, WITH EROSION AND INFILTRATION AROUND EDGES	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
WALSH ROAD AND DICKSON STREET	11	5A	54	2443	CEMENT LINED BRICK	1066.3	PROTRUDING LATERAL (LIVE) AT CROWN OF PIPE WITH ROOT PENETRATION AROUND EDGES	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
MILL STREET	M1	M2	18	256	CLAY	217.6	PROTRUDING LATERAL (LIVE)	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
MILL STREET	M3	M4	24	282	CLAY	134.6	PROTRUDING LATERAL (ACTIVE)	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
MILL STREET	M4	2	36	283	CLAY	134	PROTRUDING LATERAL (ACTIVE)	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL

CURED-IN-PLACE PIPE AND SEAL ACTIVE SERVICE LATERALS										
AREA	UPSTREAM MANHOLE	DOWNSTREAM MANHOLE	MAINLINE PIPE DIAMETER (INCHES)	MAINLINE LENGTH (FEET)	PIPE MATERIAL	JOINT SPACING (FEET)	NUMBER OF ACTIVE SERVICES	APPROXIMATE ACTIVE SERVICE STATION NUMBERS (FEET)	APPROXIMATE ACTIVE SERVICE LOCATION (O'CLOCK)*	APPROXIMATE ACTIVE SERVICE DIAMETER (INCHES)
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	N/A	7	35.7	11	6-INCH CLAY
								77.9	12	12-INCH CORRUGATED PLASTIC
								92.3	3	24-INCH SEWER INTERSECTION
								94.9	9	12-INCH CLAY
								346.3	10	6-INCH CLAY
								856.4	10	12-INCH CONCRETE
								1066.3	12	3-INCH CLAY
ROBINSON AVENUE	R4	R3	36	385	CLAY	3	1	149.8	10	6-INCH CLAY
ROBINSON AVENUE	R4	R5	36	223	CLAY/UNKNOWN	3	0	N/A	N/A	N/A
MILL STREET	M1	M2	18	256	CLAY	3	2	168.1	10	6-INCH CLAY
								217.6	10	12-INCH CLAY, PROTRUDING
MILL STREET	M2	M3	18/24	279	CLAY	3	4	4	2	6-INCH CLAY
								57.6	10	6-INCH CLAY
								105.7	11	6-INCH CLAY
								168.1	10	6-INCH CLAY, COULD BE ACTIVE OR CAPPE
MILL STREET	M3	M4	24	282	CLAY	3	1	134.6	2	6-INCH CLAY, PROTRUDING
								17.9	7	18-INCH CLAY SWERE INTERSECTION
MILL STREET	M4	2	36	283	CLAY	3	4	85.5	12	6-INCH CLAY
								86	12	6-INCH CLAY
								134	9	6-INCH CLAY, PROTRUDING

- NOTE:
1. THE LOCATION AND SIZE OF THE SEWER MAIN, MANHOLES, LATERAL CONNECTIONS, AND RECOMMENDED REPAIRS ARE APPROXIMATE. CONTRACTOR TO COMPLETE CCTV TO CONFIRM LOCATION OF ALL LATERALS AND REPAIRS.
2. DISTANCE TO DEFECTS LISTED IN THE TABLES ARE APPROXIMATELY MEASURED FROM "UPSTREAM MANHOLE" TO "DOWNSTREAM MANHOLE" BASED ON CCTV FOOTAGE.

ROOT TREATMENT						
AREA	UPSTREAM MANHOLE	DOWNSTREAM MANHOLE	MAINLINE PIPE DIAMETER (INCHES)	MAINLINE LENGTH (FEET)	PIPE MATERIAL	DISTANCE TO DEFECT (FEET) (SEE NOTE 2)
WALSH ROAD AND DICKSON STEET	10	5A	54	2443	CEMENT LINE BRICK	1076.6
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1106.9
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1115.7
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1149.8
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1189.1
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1638.9
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1728.9
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1769.3
WALSH ROAD AND DICKSON STEET	10	5A	54	2443	CEMENT LINE BRICK	1791.8
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1819.1
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1854.2
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1862.1
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1986.9
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	2022.8
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	2128.2
MILL STREET	M1	M2	18	256	CLAY	12.6 to 16.9
MILL STREET	M1	M2	18	256	CLAY	25
MILL STREET	M1	M2	18	256	CLAY	30.4
MILL STREET	M1	M2	18	256	CLAY	48.1
MILL STREET	M1	M2	18	256	CLAY	53.7
MILL STREET	M1	M2	18	256	CLAY	72.6
MILL STREET	M1	M2	18	256	CLAY	87.6
MILL STREET	M1	M2	18	256	CLAY	160
MILL STREET	M1	M2	18	256	CLAY	161
MILL STREET	M1	M2	18	256	CLAY	163
MILL STREET	M1	M2	18	256	CLAY	170.2
MILL STREET	M1	M2	18	256	CLAY	170.5
MILL STREET	M1	M2	18	256	CLAY	175.3
MILL STREET	M1	M2	18	256	CLAY	179.1
MILL STREET	M1	M2	18	256	CLAY	193.5
MILL STREET	M3	M4	24	282	CLAY	106.5
MILL STREET	M3	M4	24	282	CLAY	139.2 to 151

HEAVY CLEARING							
AREA	UPSTREAM MANHOLE	DOWNSTREAM MANHOLE	MAINLINE PIPE DIAMETER (INCHES)	MAINLINE LENGTH (FEET)	PIPE MATERIAL	DISTANCE TO DEFECT (FEET) (SEE NOTE 2)	DEFECT DESCRIPTION
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	869.7	APPROXIMATELY 60 FEET OF CALCIUM DEPOSITS
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	900 to 1060	COULD NOT SEE TV, NEEDS HEAVY CLEANING
ROBINSON AVENUE	R4	R5	36	223	CLAY	5.4	CALCIUM DEPOSITS
ROBINSON AVENUE	R4	R5	36	223	CLAY	34.4	CALCIUM DEPOSITS
ROBINSON AVENUE	R4	R5	36	223	CLAY	105.9	CALCIUM DEPOSITS
ROBINSON AVENUE	R4	R5	36	223	CLAY	119.5	CALCIUM DEPOSITS
ROBINSON AVENUE	R4	R5	36	223	CLAY	130.2 to 148.5	PIPE SAG
ROBINSON AVENUE	R4	R5	36	223	CLAY	183.4	CALCIUM DEPOSITS
ROBINSON AVENUE	R4	R5	36	223	CLAY	218.9	CALCIUM DEPOSITS
MILL STREET	M1	M2	18	256	CLAY	5.5	CALCIUM DEPOSITS
MILL STREET	M1	M2	18	256	CLAY	9.8	CALCIUM DEPOSITS
MILL STREET	M1	M2	18	256	CLAY	117.5 to 119.5	CALCIUM DEPOSITS
MILL STREET	M1	M2	18	256	CLAY	155.3	CALCIUM DEPOSITS
MILL STREET	M1	M2	18	256	CLAY	159.7	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	10.7 to 16.4	PIPE SAG
MILL STREET	M2	M3	18/24	279	CLAY	110.6	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	141.3	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	159.8	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	163.7	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	176	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	181.7	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	184.2	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	192.6	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	Clay	195.7	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	198	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	204.7	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	206.8	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	208.8	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	212.8	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	216	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	216.8	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	239.2 to 278.7	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	12.1	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	17.1	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	46.5	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	49.3	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	53.4	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	191	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	193.8 to 199.6	PIPE SAG
MILL STREET	M4	2	36	283	CLAY	57.8 to 65.7	PIPE SAG

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CONTRACT DRAWINGS

ENGINEERS: BARTON AND LOGUIDICE (BA&L) 1104 FERNWOOD AVENUE, SUITE 501 CAMP HILL, PA 17011 (717) 737-8328 (PHONE) (717) 737-8328 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

0%7 EFC COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
SEWER REHABILITATION TABLES
CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK

Barton & Loguidice, D.P.C.

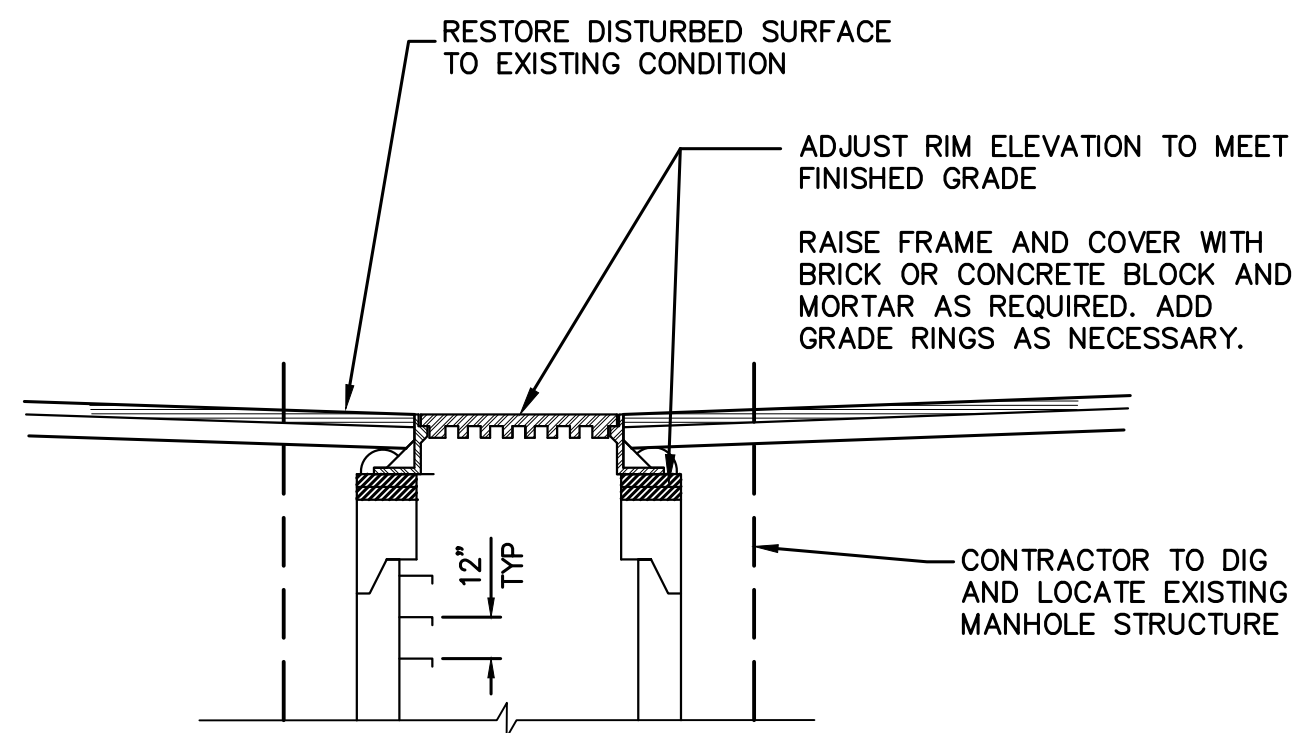
STATE OF NEW YORK
DONALD H. FLETCHER
No. 075248
SEAL
REGISTERED PROFESSIONAL ENGINEER

Date
SEPTEMBER 2016

Scale
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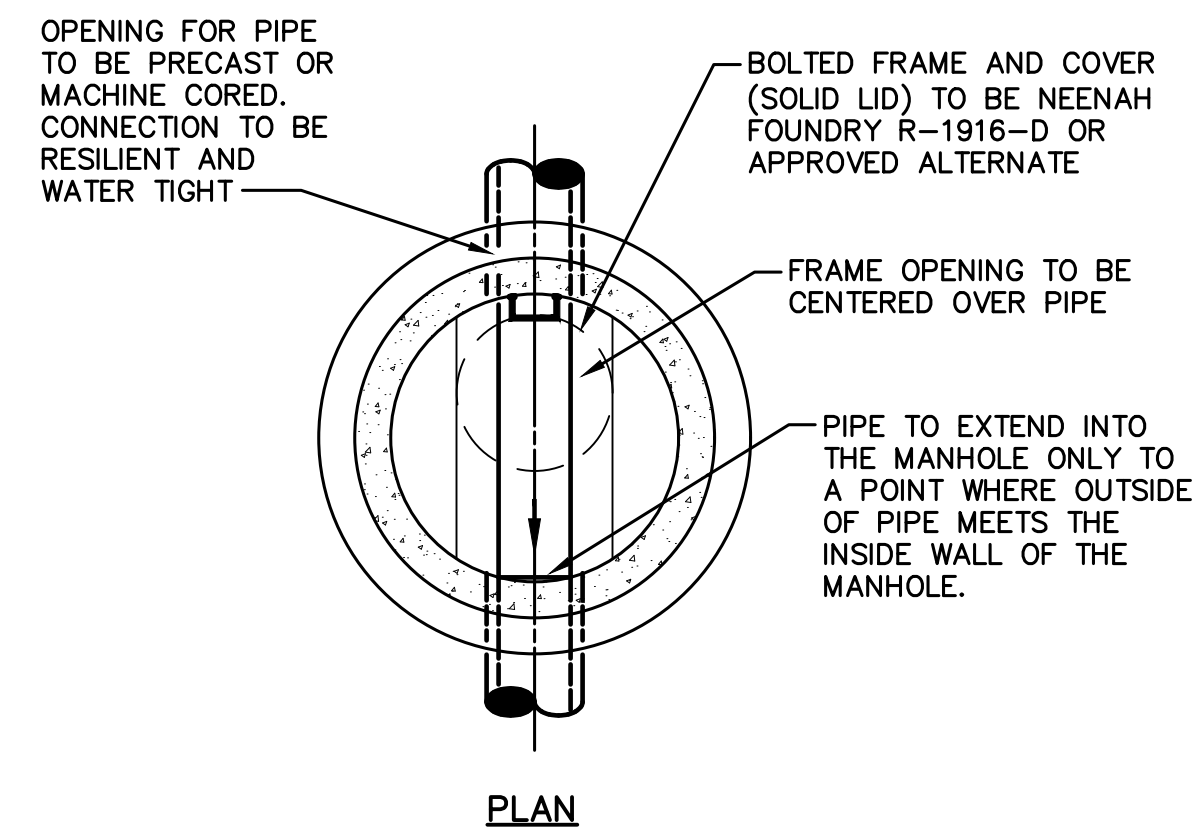
Sheet Number
G-9

Project Number
1352.003.001-1



ADJUST MANHOLE FRAME AND COVER

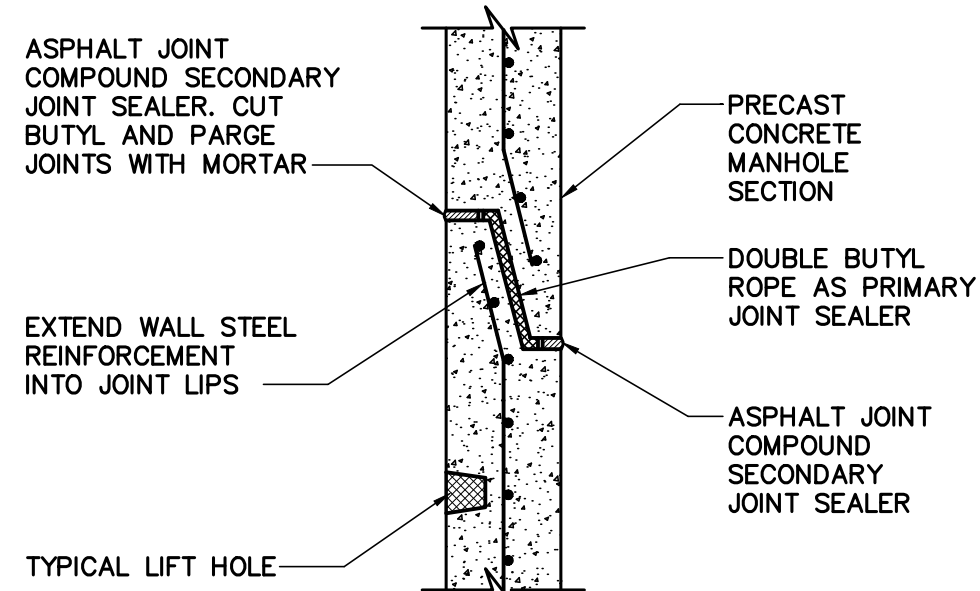
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PLAN

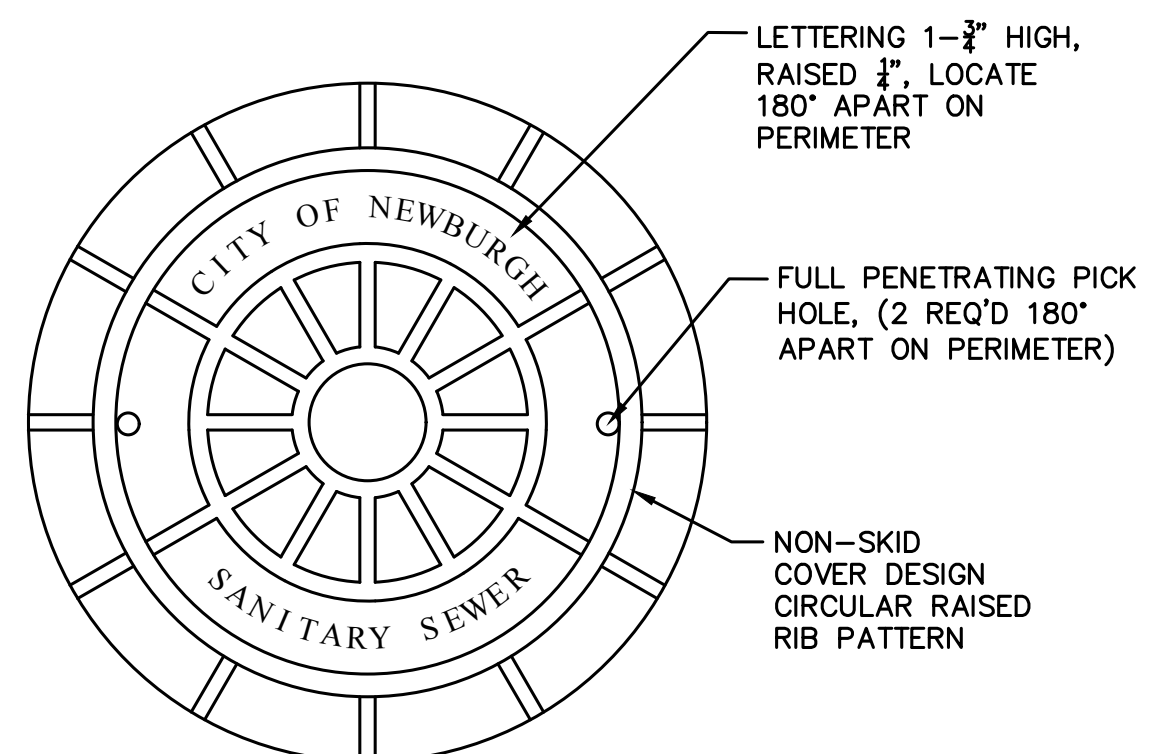
STANDARD MANHOLE DETAIL

NOT TO SCALE



MANHOLE JOINT DETAIL

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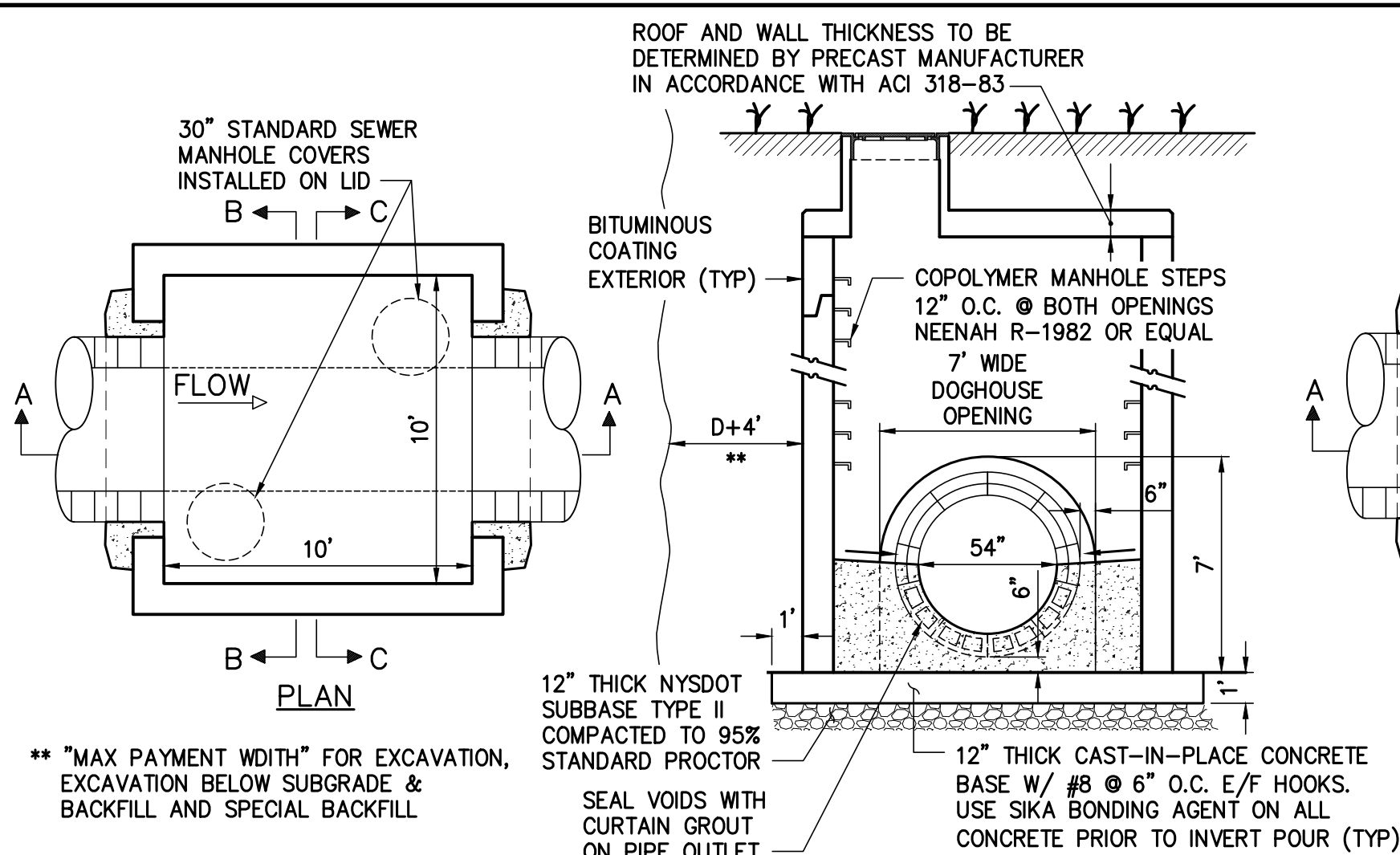


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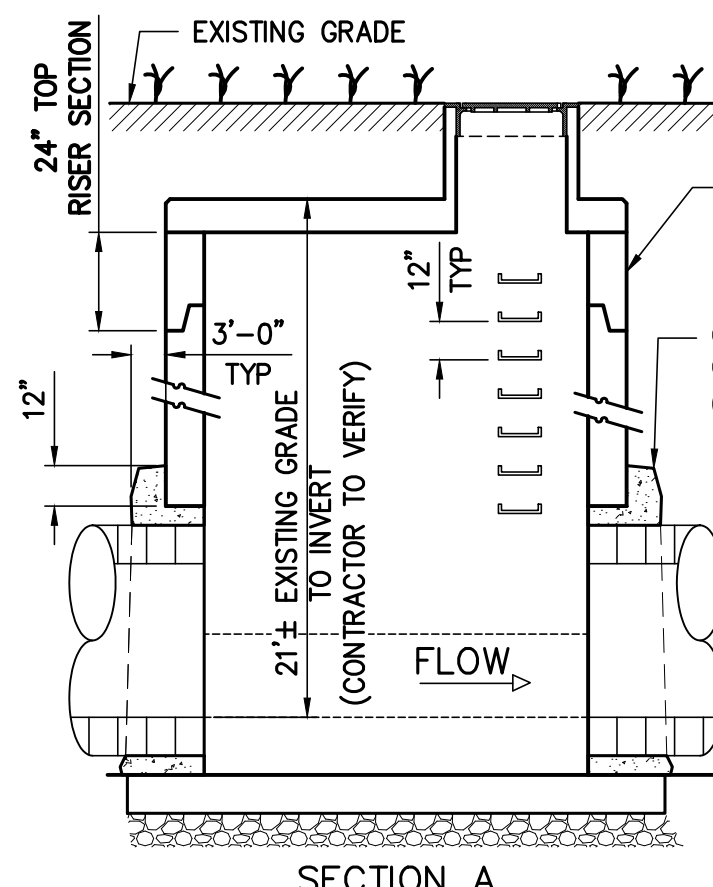
1. COVERS SHALL HAVE 30" OPENINGS. COVER SHALL BE NEENAH FOUNDRY CO-R-1755-E1 OR APPROVED EQUAL.
2. FRAME AND COVER SHALL WITHSTAND H20 LOADING.
3. SANITARY COVER AS SHOWN.

STANDARD CAST IRON MH COVER DETAIL

NOT TO SCALE

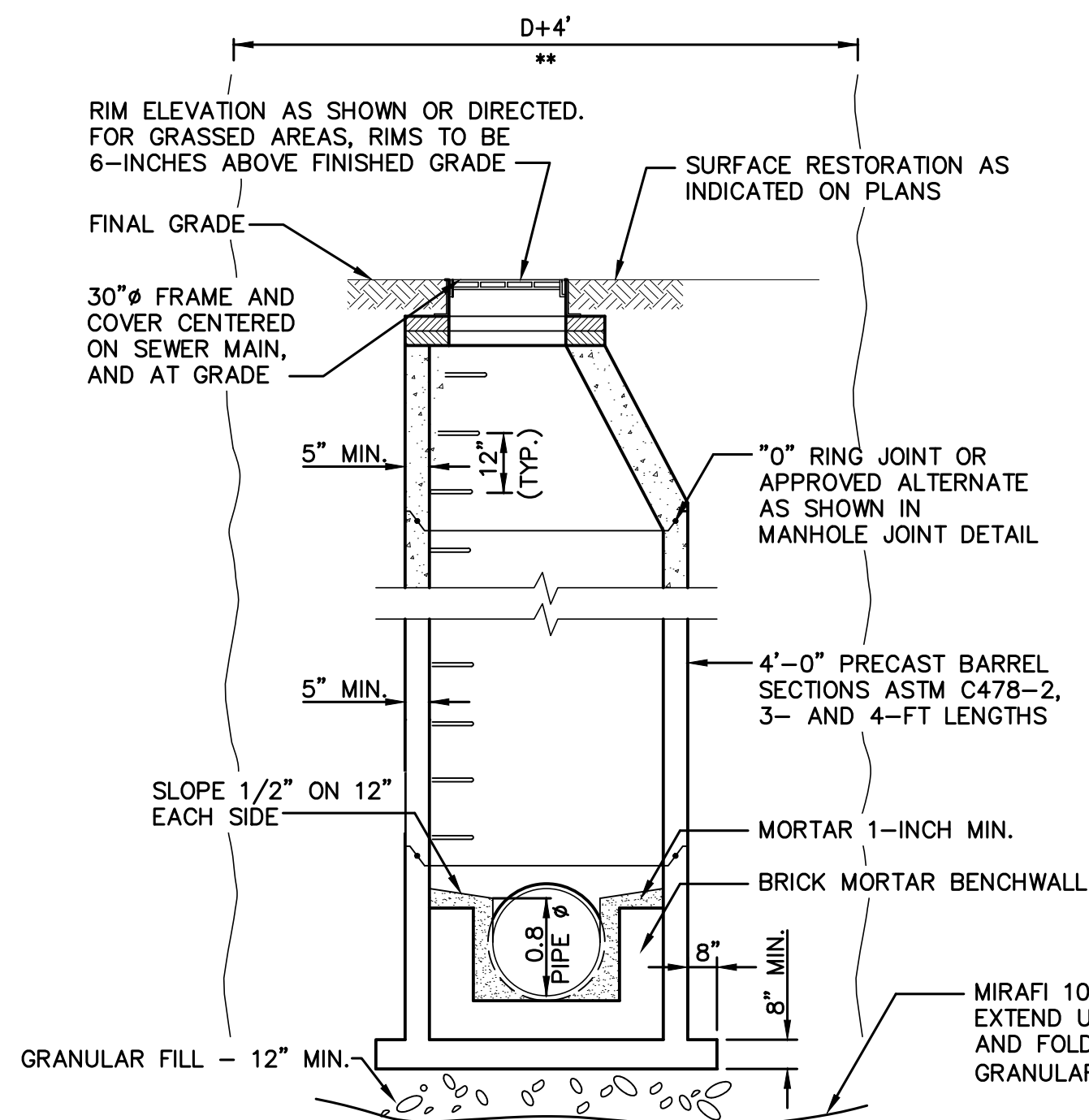


** "MAX PAYMENT WIDTH" FOR EXCAVATION, EXCAVATION BELOW SUBGRADE & BACKFILL AND SPECIAL BACKFILL



WALSH RD ACCESS VAULT DETAIL

(INTERSECTION WALSH RD AND DICKSON ST)
NO SCALE

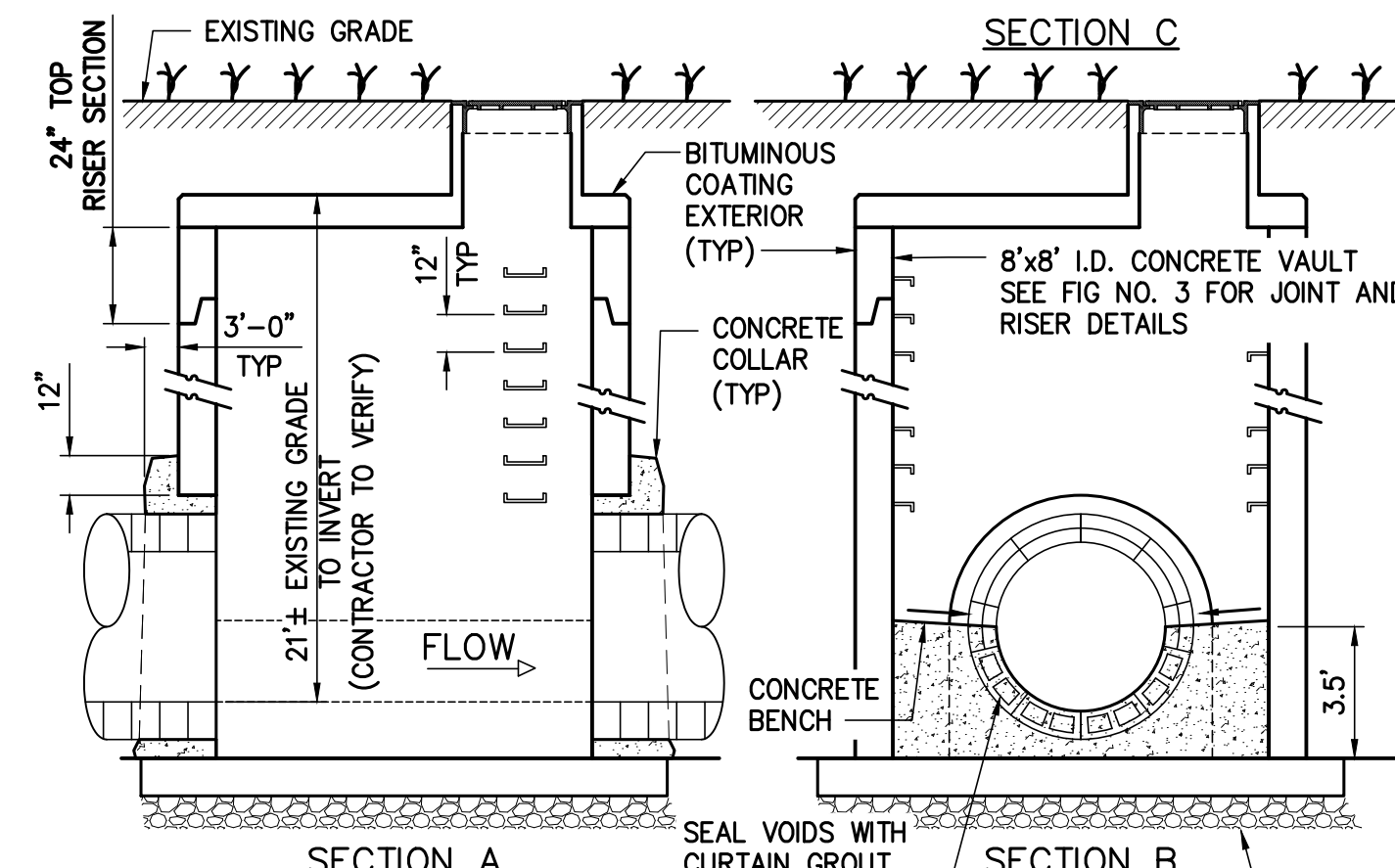
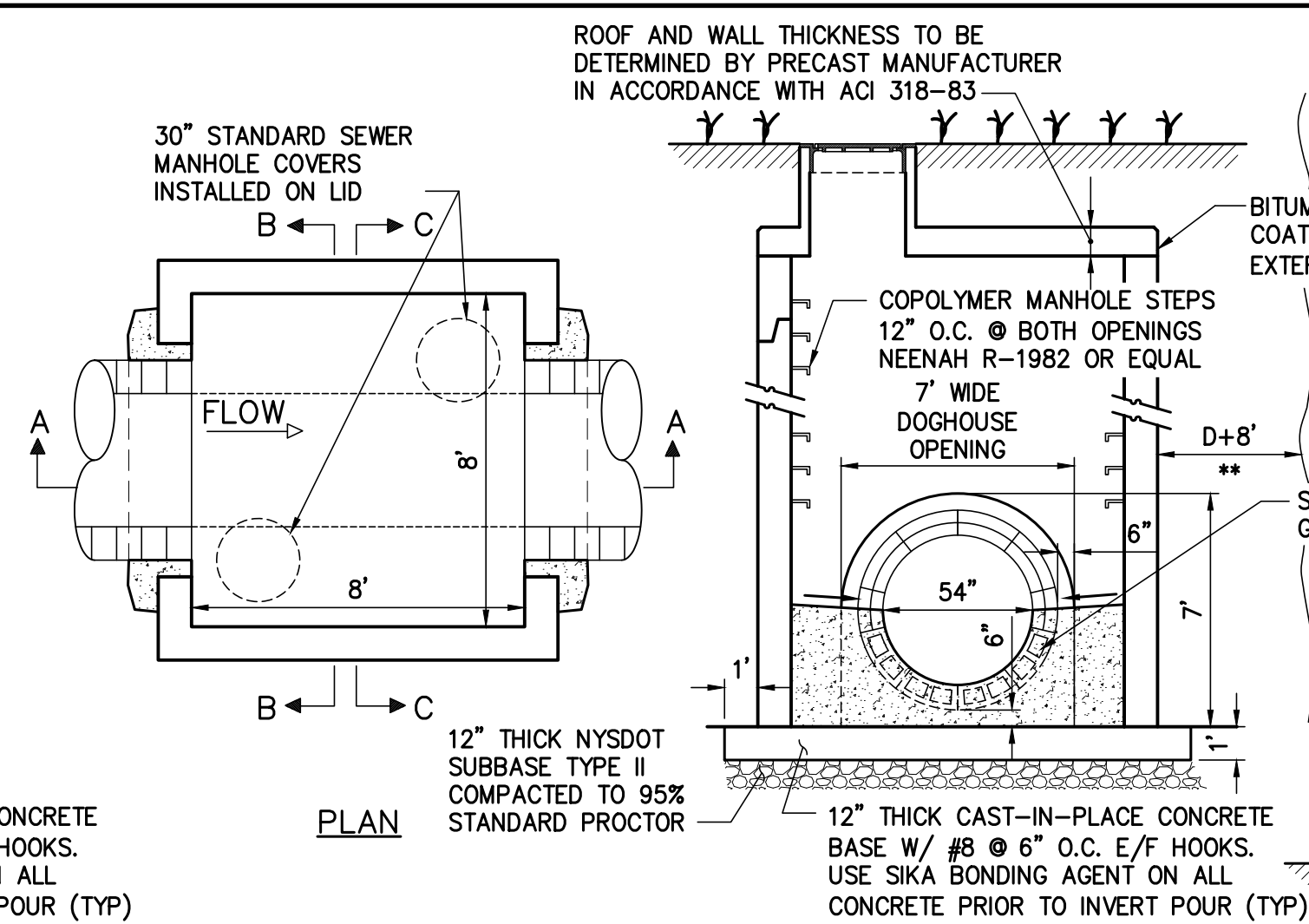


STEPS SHALL BE NEENAH R-1982-T, SYRACUSE CASTING 2592-1, OR EQUAL. STEPS SHALL BE FASTENED WITH CADMIUM PLATED BOLTS INTO CAST-IN INSERTS. ALTERNATE COPOLYMER POLYPROPYLENE STEPS AS MANUFACTURED BY M.A. INDUSTRIES, INC., OR EQUAL AND INSTALLED INTO CAST-IN INSERTS MAY BE USED WITH APPROVAL BY ENGINEER.

CONTRACTOR SHALL CONSTRUCT, AT NO EXTRA COST, MANHOLES WITH FLAT SLAB COVERS OF APPROVED DESIGN, WHERE THE MANHOLE DEPTH IS INSUFFICIENT TO PERMIT INSTALLATION OF A TAPER TOP.

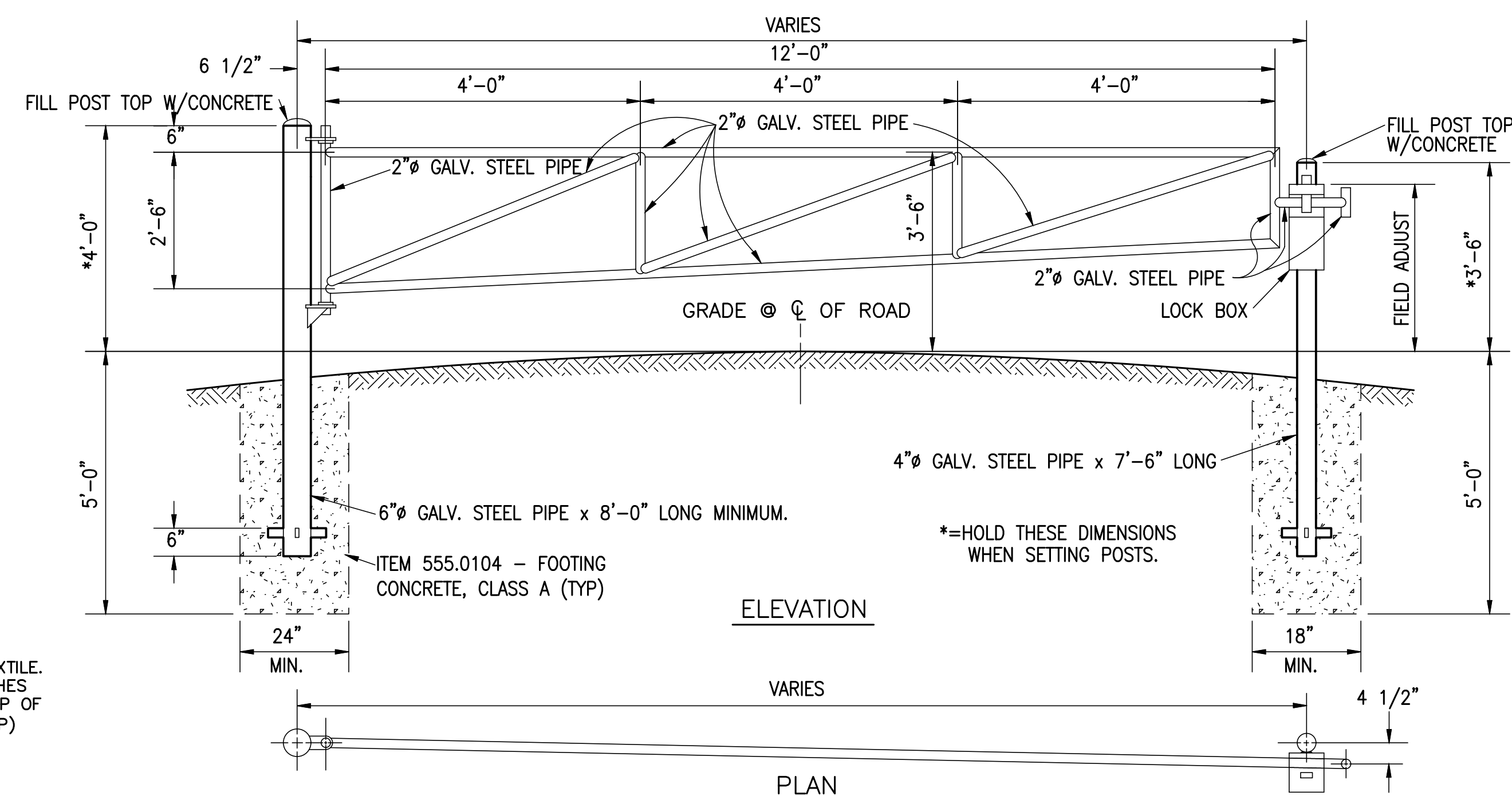
STANDARD MANHOLE SECTION DETAIL

NOT TO SCALE



WEST TRUNK ACCESS VAULT DETAIL

(MANHOLE 9)
NO SCALE

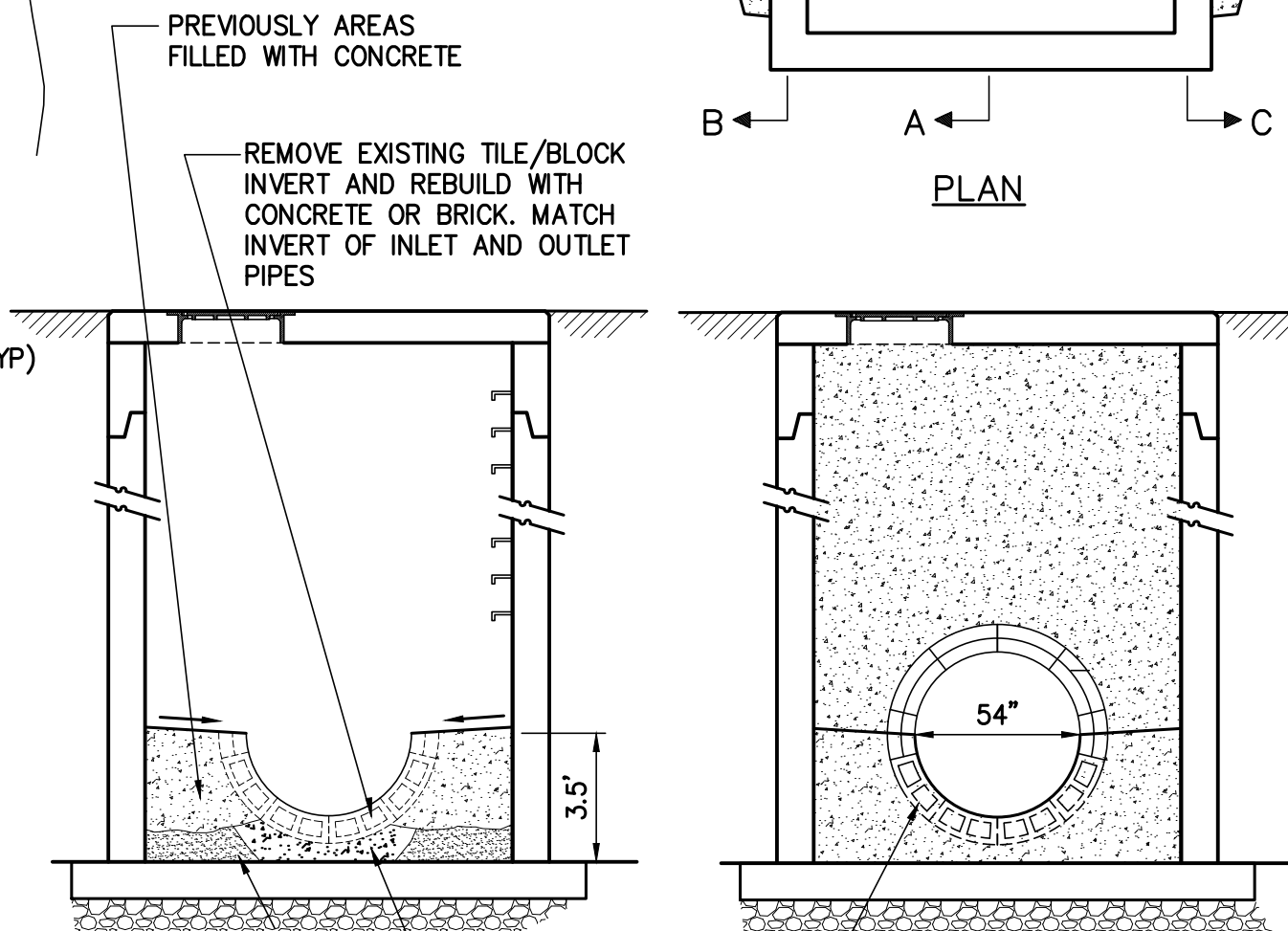


NOTE: GALVANIZED STEEL PIPE SHALL BE COATED WITH TNEC N69 OR APPROVED EQUAL, COLOR SAFETY YELLOW. THIS SHALL BE INCLUDED IN UNIT PRICE FOR SECURITY GATE.

SECURITY GATE DETAIL

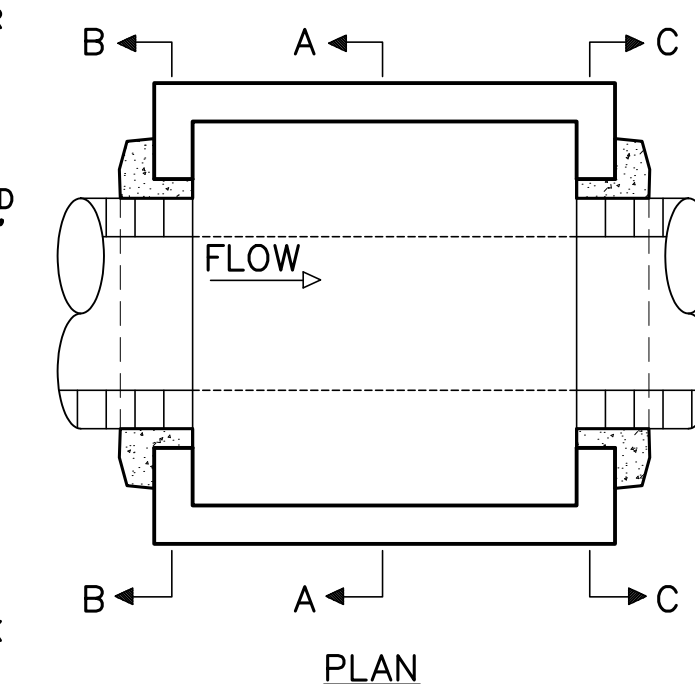
NOT TO SCALE

****NEW ACCESS VAULT NOTE:**
QUANTITY OF SPECIAL BACKFILL AND SPECIAL BACKFILL MIX FOR WHICH PAYMENT WILL BE MADE, WILL BE COMPUTED BY USING THE PRODUCT OF THE LENGTH, DEPTH AS DIRECTED AND THE ACTUAL TRENCH WIDTH AS EXCAVATED BUT NOT TO EXCEED THE "MAXIMUM PAYMENT WIDTH" AS SHOWN ON THIS DETAIL.



EXISTING VAULT ALTERATIONS DETAIL

(SANITARY MANHOLES 1, 2, 3, 4, 5, AND 5A)
NO SCALE



PLAN

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ENGINEER: BARTON AND LOGUIDICE (BAL) 1104 FERNWOOD AVENUE SUITE 501 GAITHERSBURG, PA 17021 (717) 737-8326 (PHONE) (717) 737-8328 (FAX)

By _____ Date _____

Ck'd _____ Date _____

REVISIONS

0%7 EFC COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
MISCELLANEOUS SITE DETAILS 1

ORANGE COUNTY, NEW YORK

CITY OF NEWBURGH

Barton
& Loguidice, D.P.C.



Date

SEPTEMBER 2016

Scale

AS SHOWN

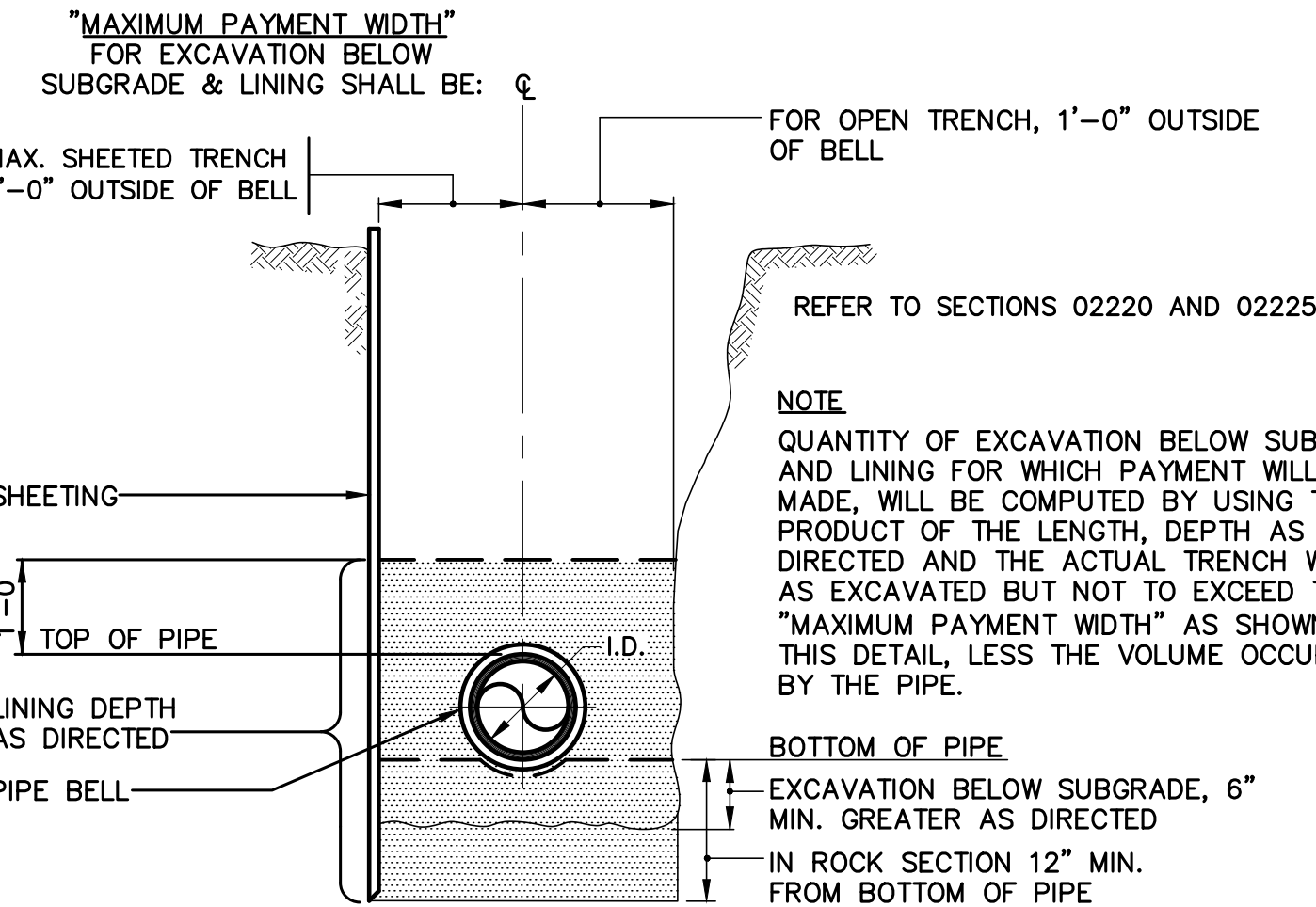
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Project Number

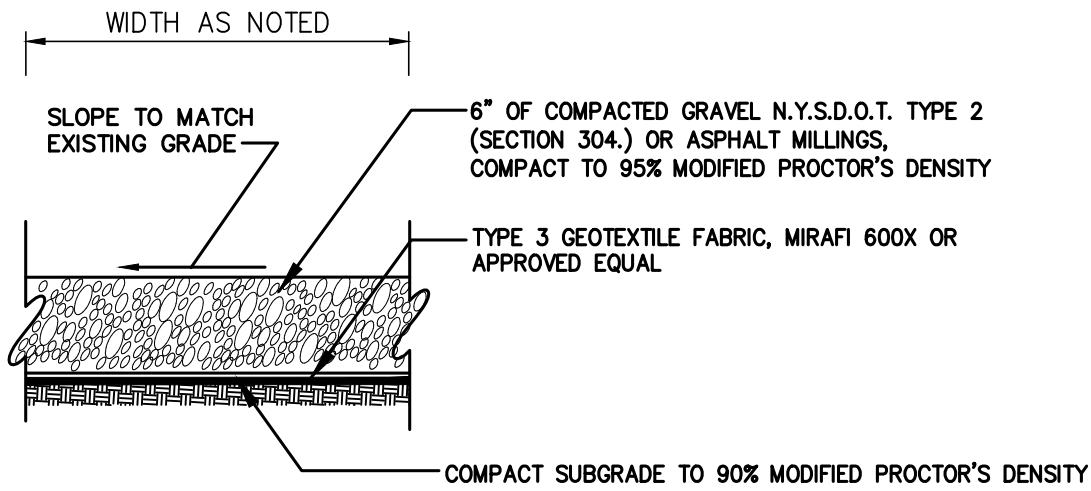
1352.003.001-1

Plotted: Mar 22, 2018 - 1:57PM ALE By: smf
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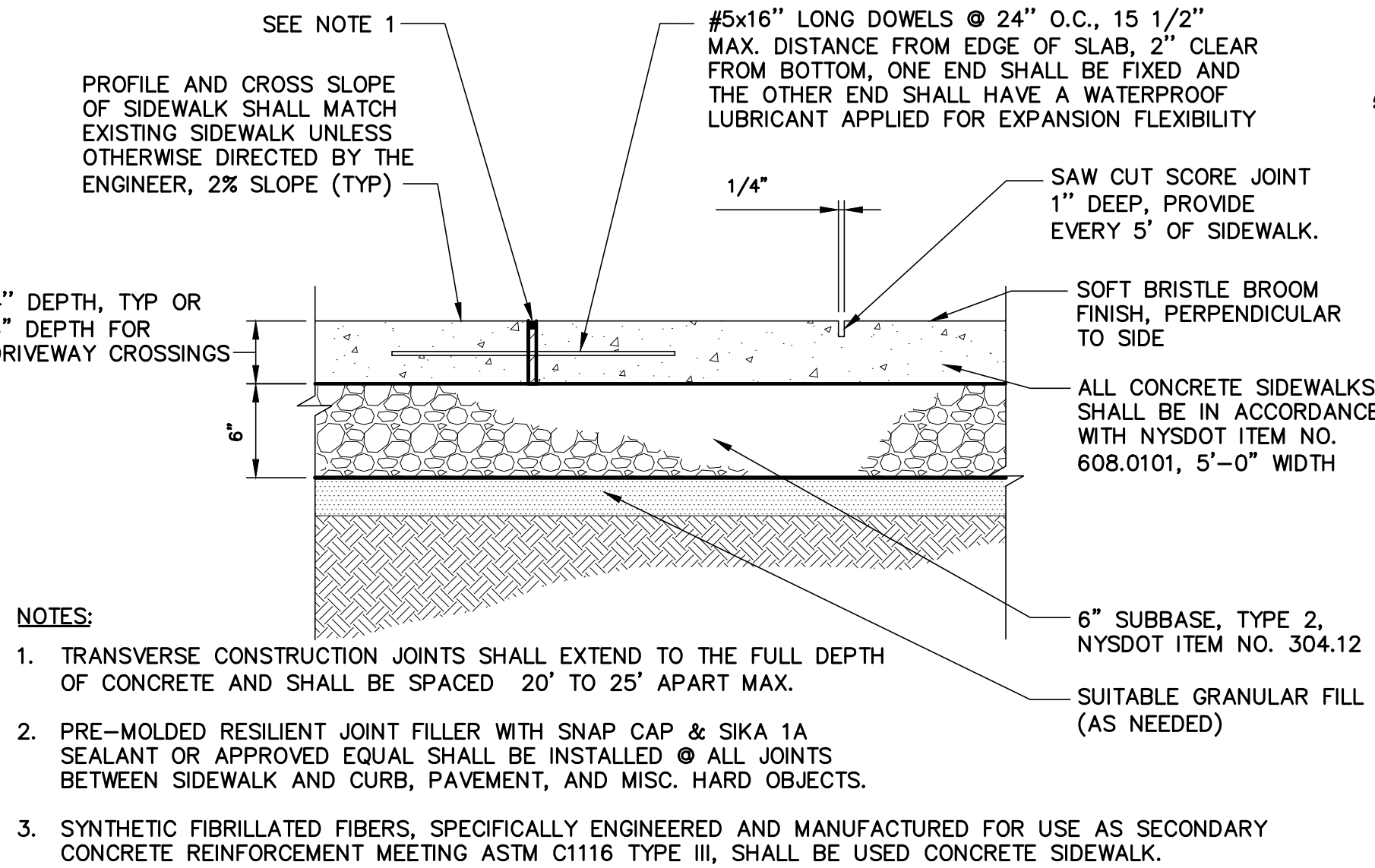


PAYMENT LIMITS FOR EXCAVATION BELOW SUBGRADE AND LINING

SCALE: N.T.S.

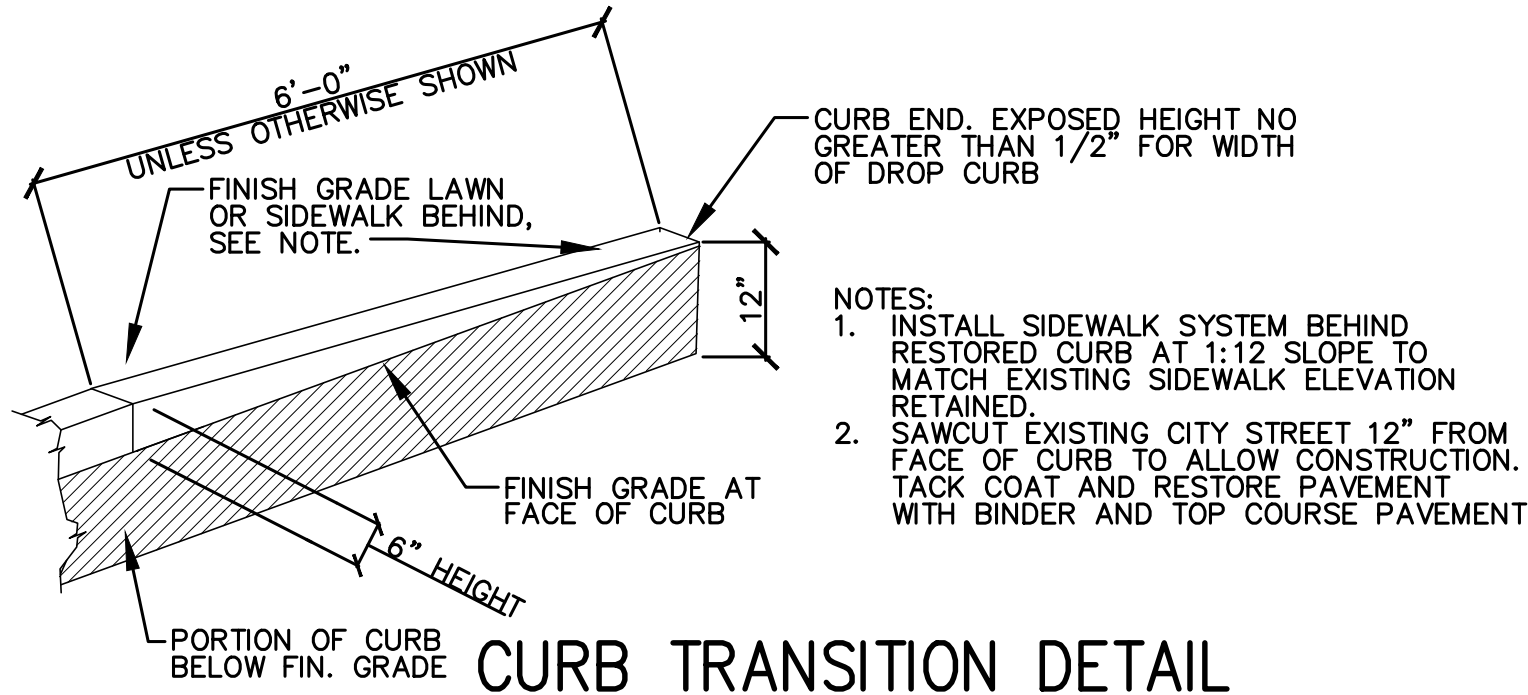


GRAVEL ACCESS ROAD SECTION



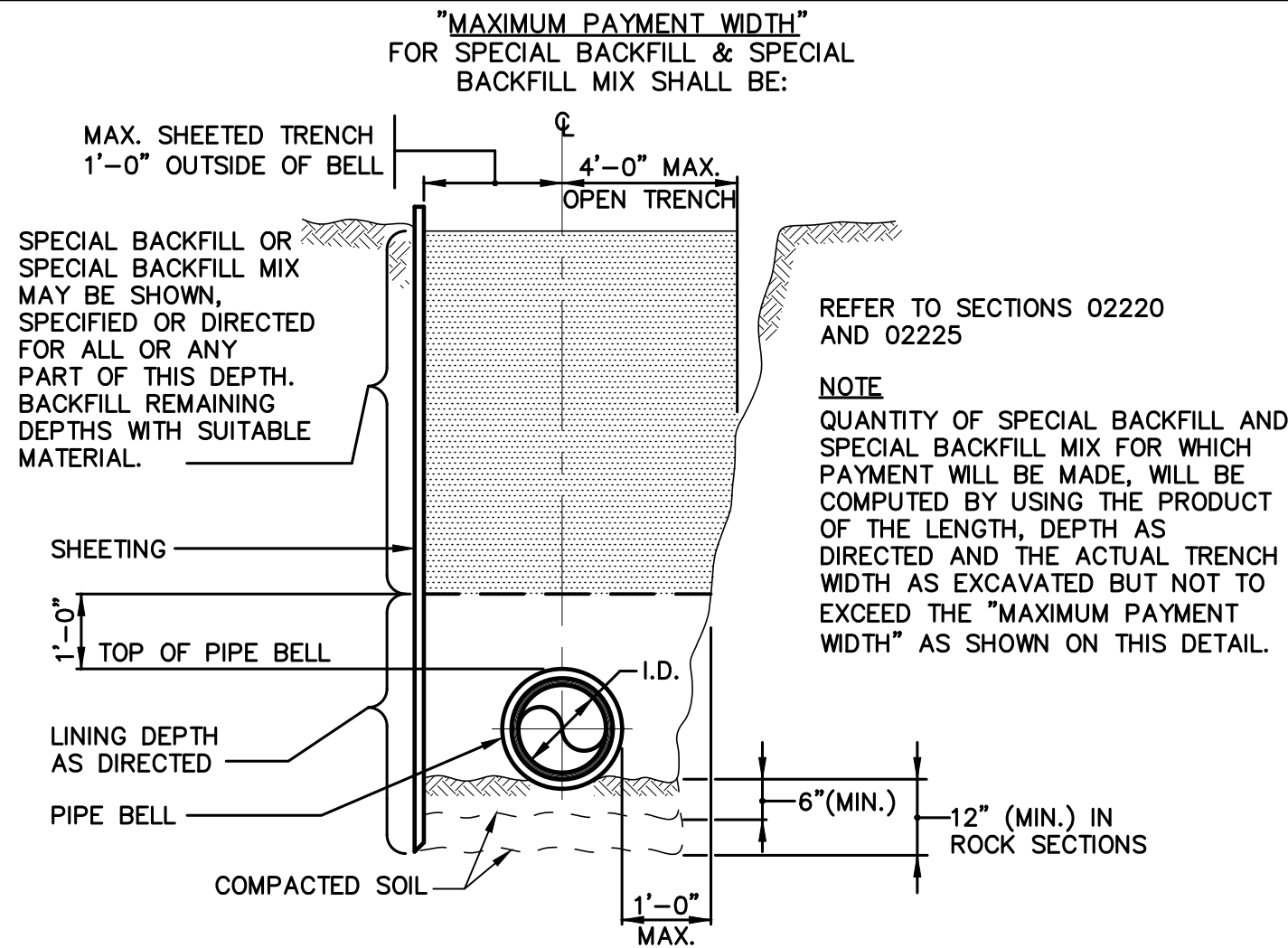
CONCRETE SIDEWALK DETAIL

NOT TO SCALE



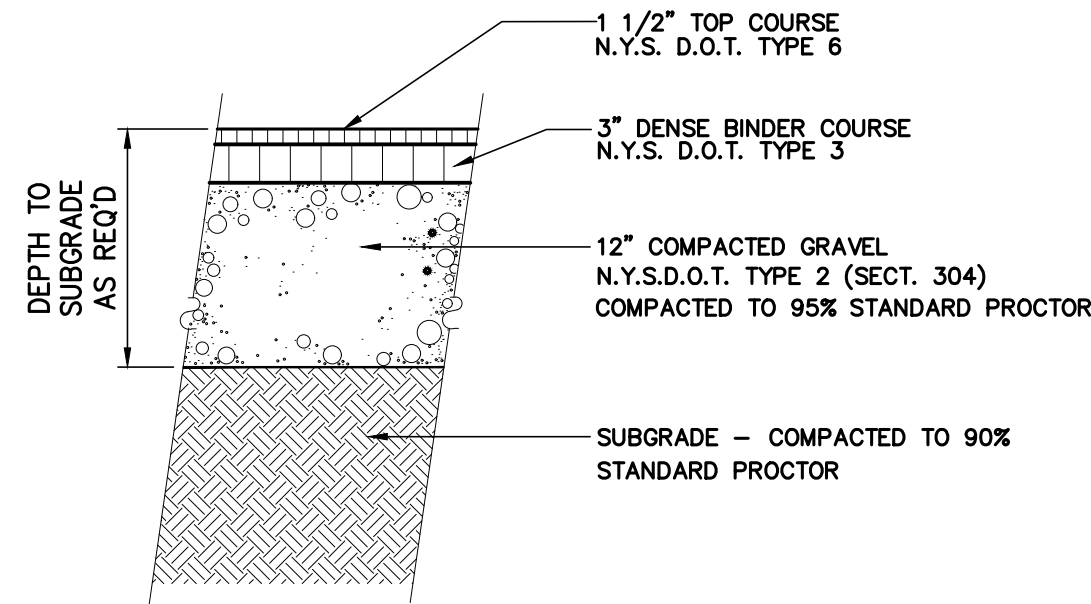
CURB TRANSITION DETAIL

SCALE: N.T.S.



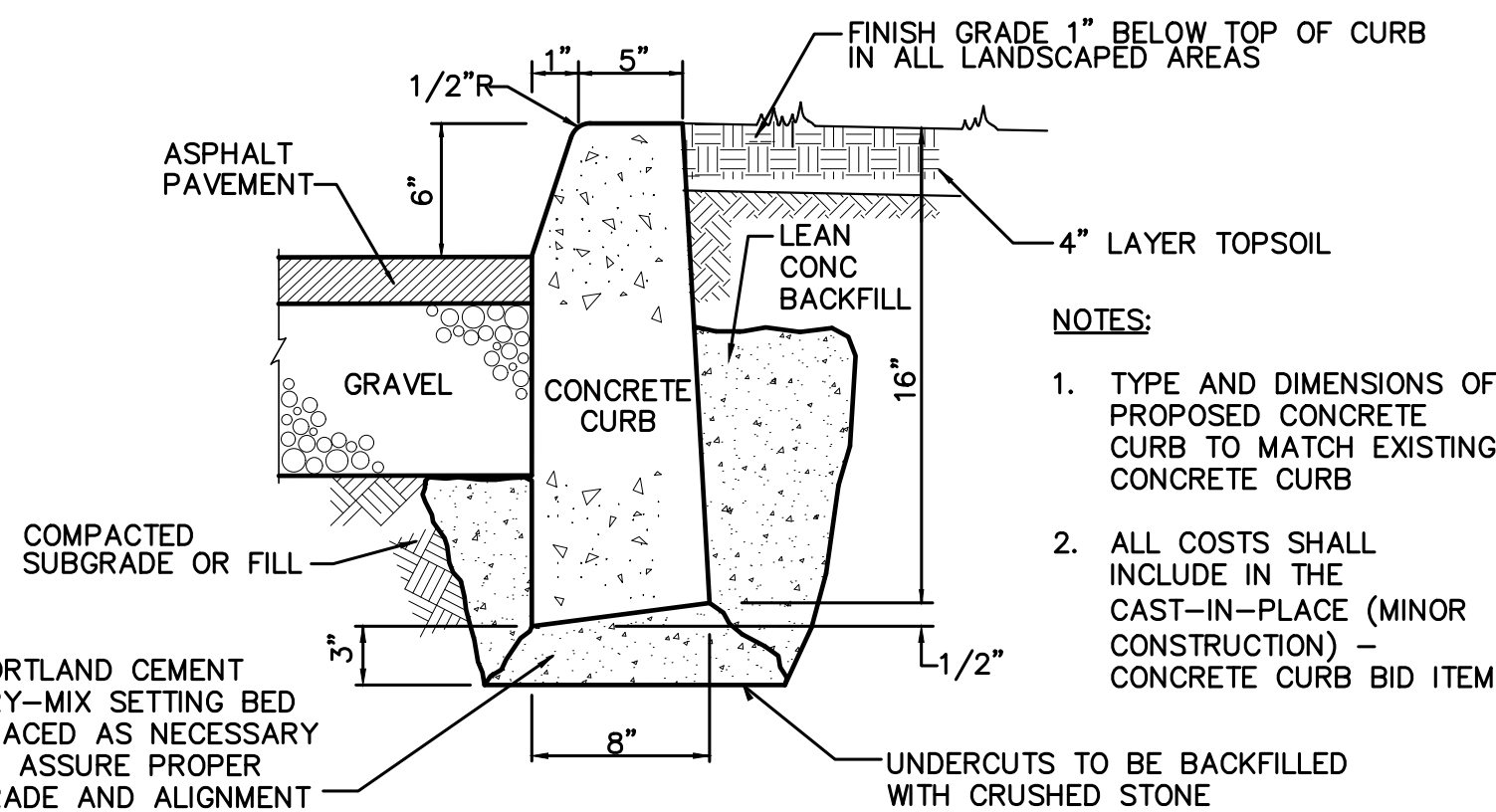
PAYMENT LIMITS FOR SPECIAL BACKFILL & SPECIAL BACKFILL MIX

SCALE: N.T.S.



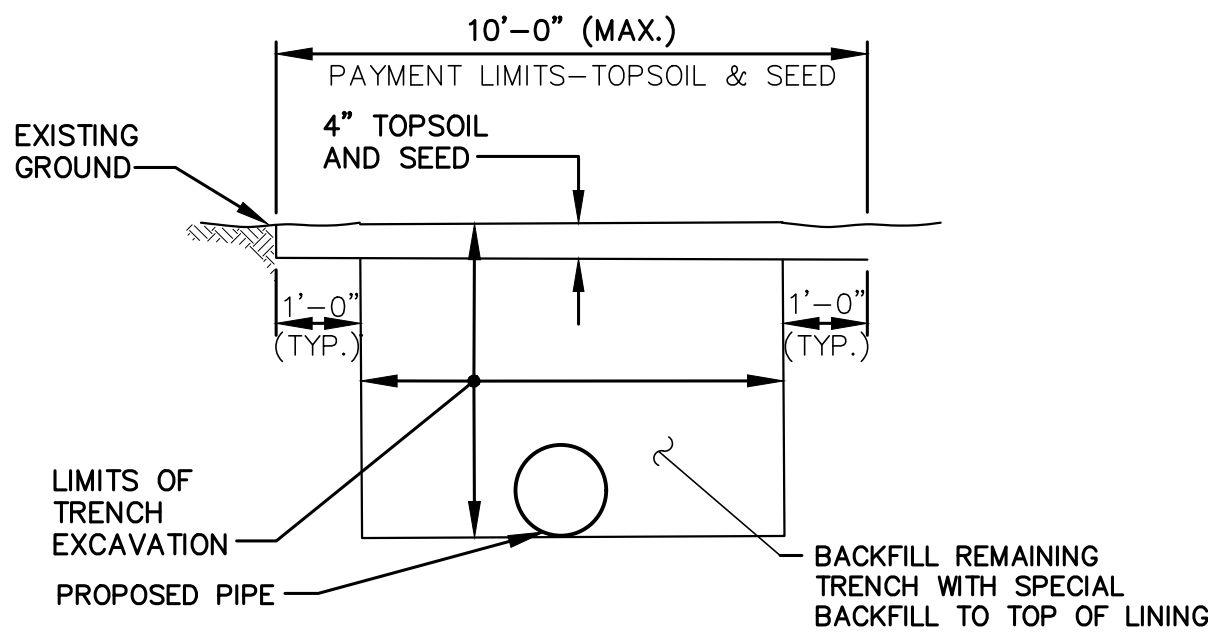
ASPHALT DRIVEWAY LOT SECTION

NOT TO SCALE



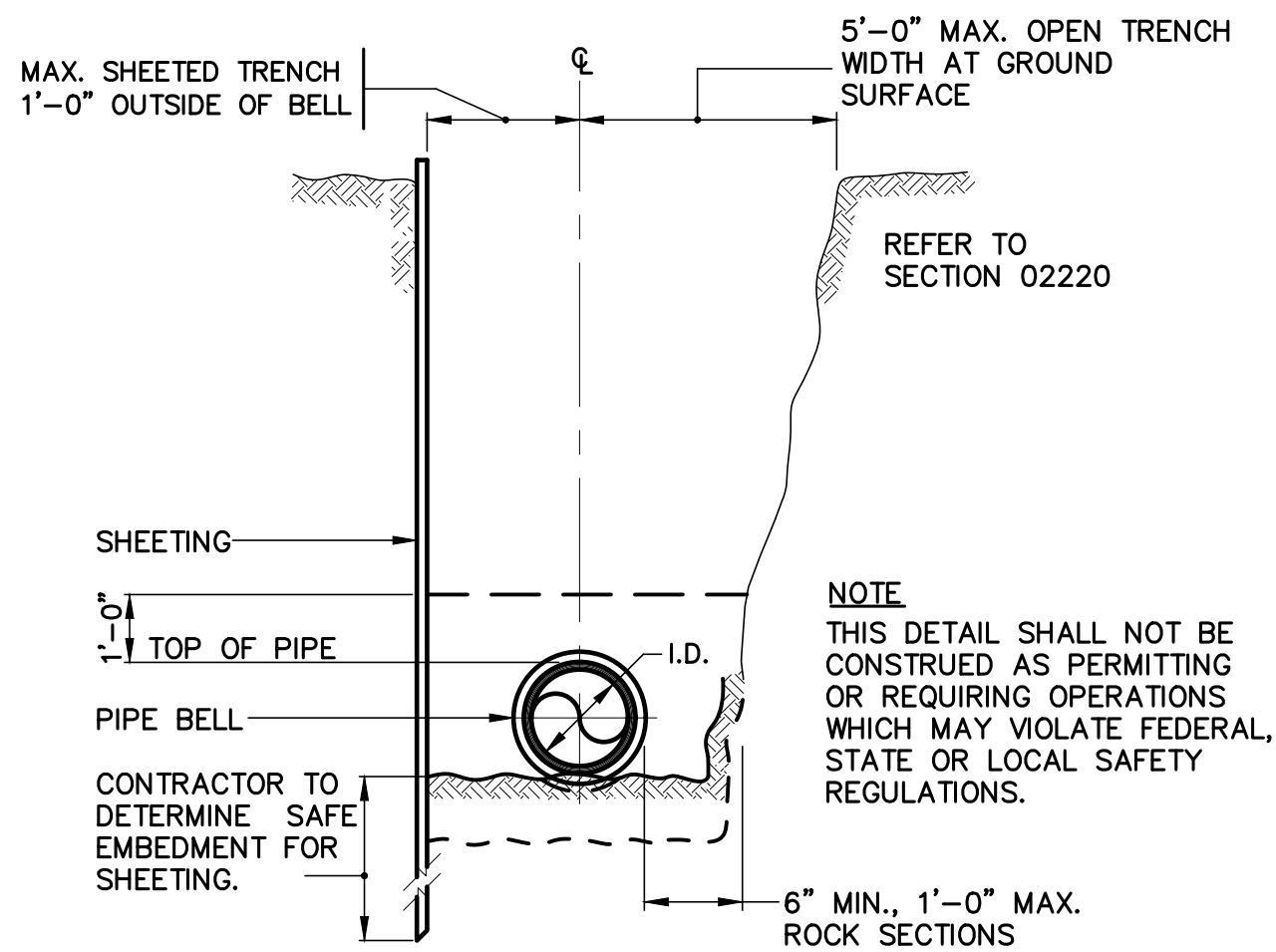
CONCRETE CURB DETAIL

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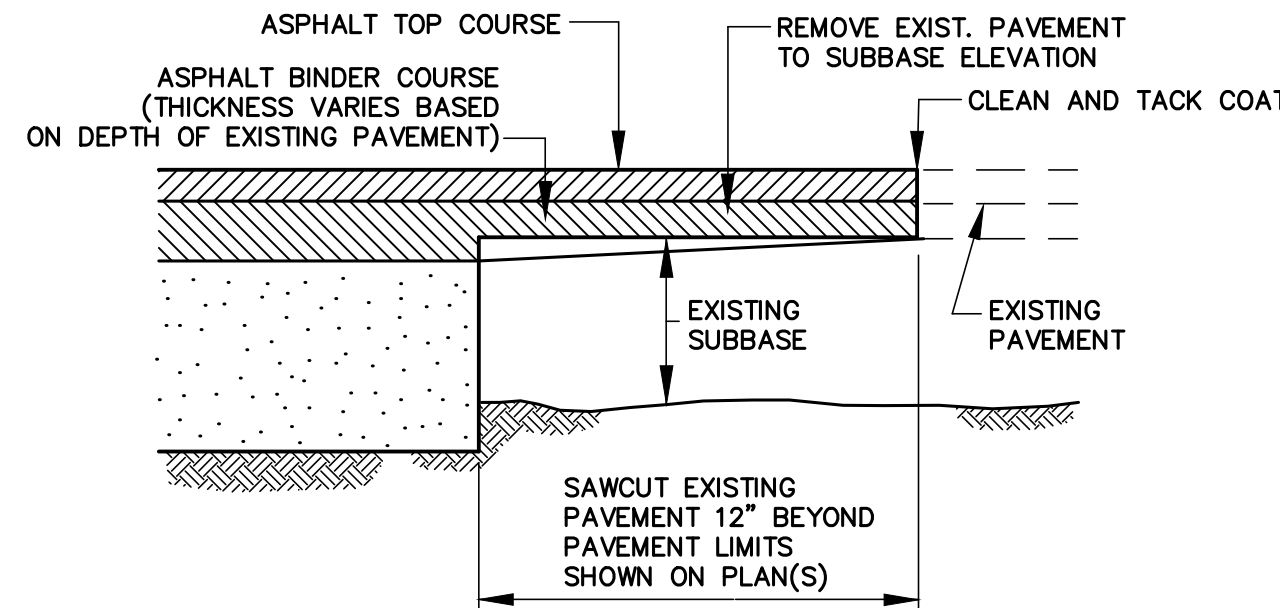
LAWN RESTORATION

NOT TO SCALE



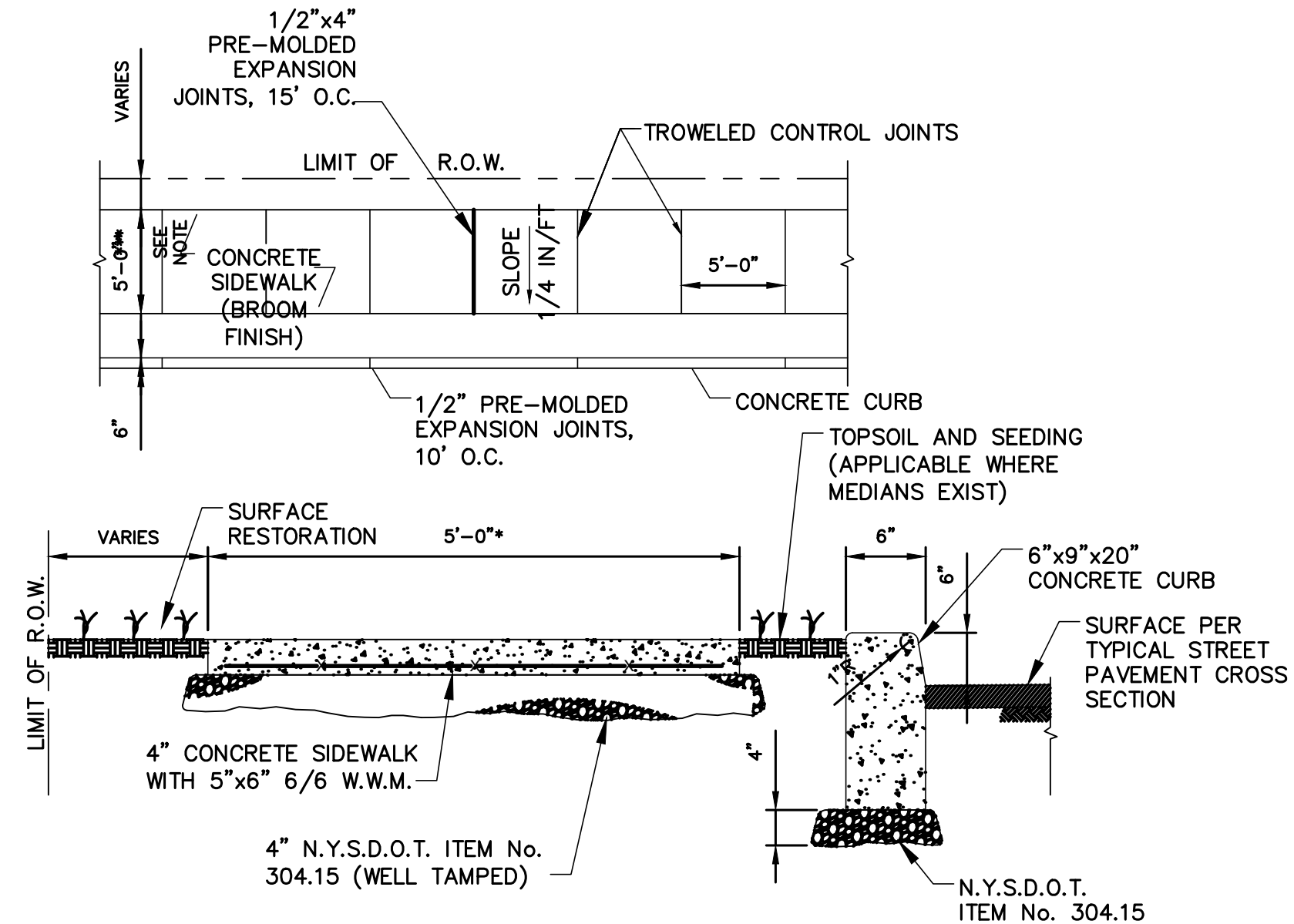
LIMITING WIDTHS OF TRENCH

SCALE: N.T.S.



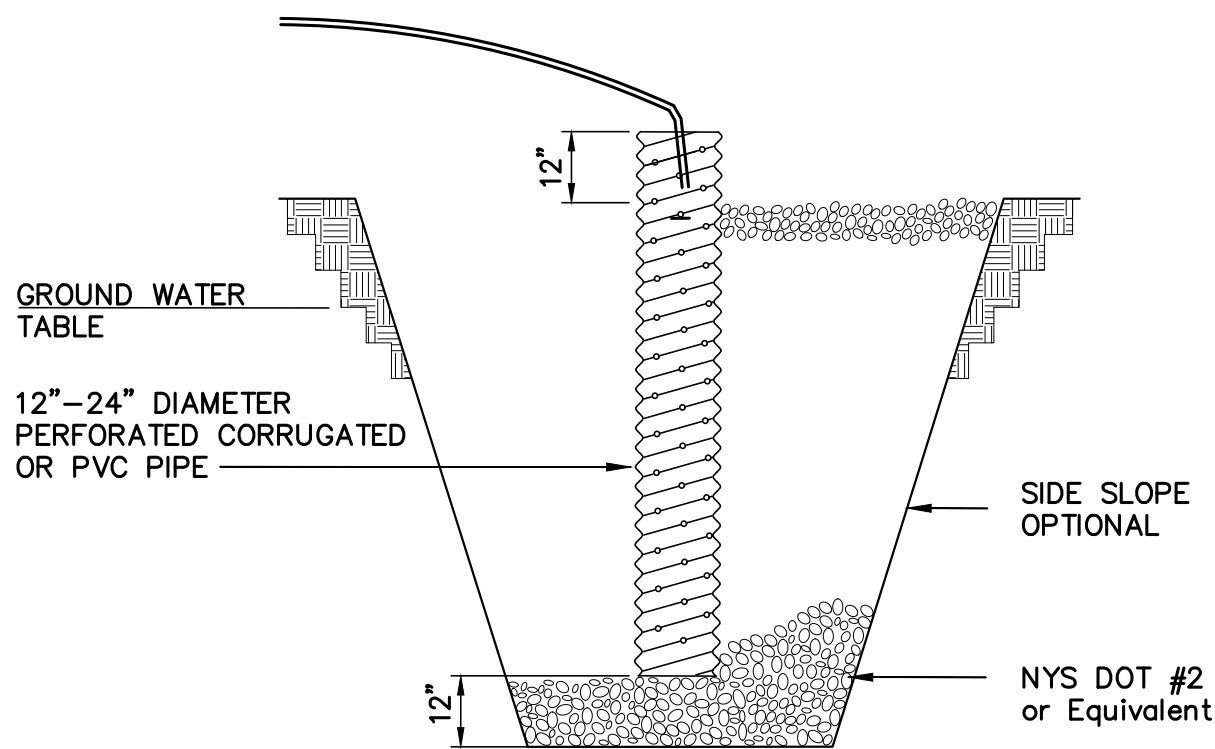
PAVEMENT TRANSITION SECTION

NOT TO SCALE



TYPICAL SIDEWALK AND CURB DETAIL

NOT TO SCALE



SUMP PIT

NOT TO SCALE

SUMP PIT NOTES:

- SUMP PIT QUANTITY SHALL BE DETERMINED BY CONTRACTOR AND SHALL BE PAID AS PART OF THE EROSION AND SEDIMENT CONTROL BID ITEM.
- OVERALL SUMP PIT DIMENSIONS SHALL BE COMPATIBLE WITH ANTICIPATED SEEPAGE RATES AND PUMP SIZE TO BE USED.
- THE STANDPIPE DIAMETER AND NUMBER OF PERFORATIONS SHALL BE COMPATIBLE WITH PUMP SIZE BEING USED.
- THE PERFORATIONS IN THE STANDPIPE SHALL BE EITHER CIRCULAR OR SLOTS. PERFORATION SIZE SHALL NOT EXCEED 1/2" DIAMETER.
- CRUSHED STONE OR GRAVEL SHALL BE NYSOT #2 SIZE OR EQUAL. CRUSHED STONE SHALL EXTEND A MINIMUM OF 12" BELOW THE BOTTOM OF THE STANDPIPE AND SHALL BE WASHED PRIOR TO PLACEMENT WITHIN SUMP.
- WRAP STAND PIPE WITH FILTER FABRIC AND HARDWARE WIRE CLOTH.
- THE STANDPIPE SHALL EXTEND A MINIMUM OF 12" ABOVE THE SURROUNDING GROUND.
- DISCHARGE SHALL BE THROUGH A SEDIMENT BAG.
- LOCATION OF SUMP PIT TO BE COORDINATED IN THE FIELD WITH THE ENGINEER.
- CONTRACTOR TO LOCATE SEDIMENT BAG AT AN UPSTREAM ACCESSIBLE LOCATION AND MOUNT ON HAY BALES TO ALLOW FOR REMOVAL OFFSITE ONCE WORK IS COMPLETED. CLEARING OR GROUND DISTURBANCE WILL NOT BE ALLOWED, INCLUDING REMOVAL, DISCHARGE AND SEDIMENT BAG SHALL NOT BE LOCATED UPHILL OF DESIGNATED WETLANDS AND STREAMS.

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CONTRACT DRAWINGS

ENGINEER: BARTON & LOGUIDICE (BAL) 1104 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 737-8326 (PHONE) (717) 737-8328 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

NO.	DATE	DESCRIPTION
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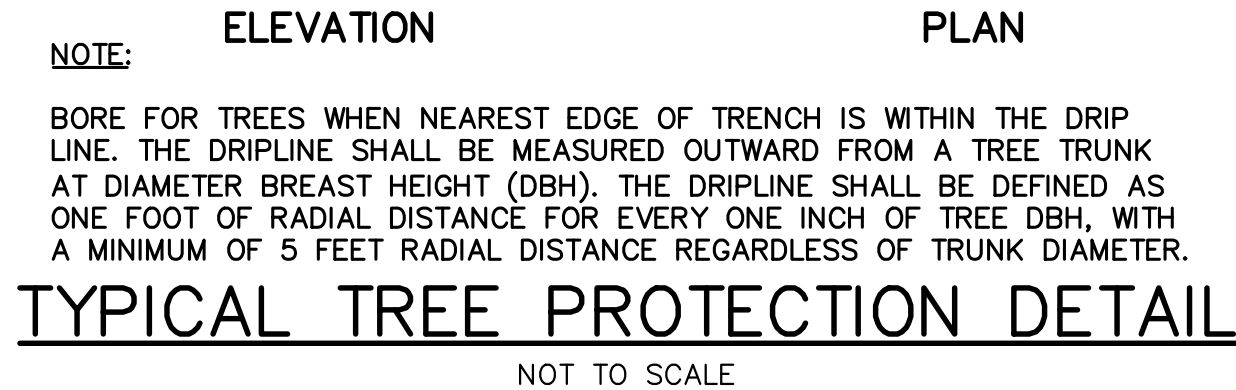
CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
MISCELLANEOUS SITE DETAILS II

CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK

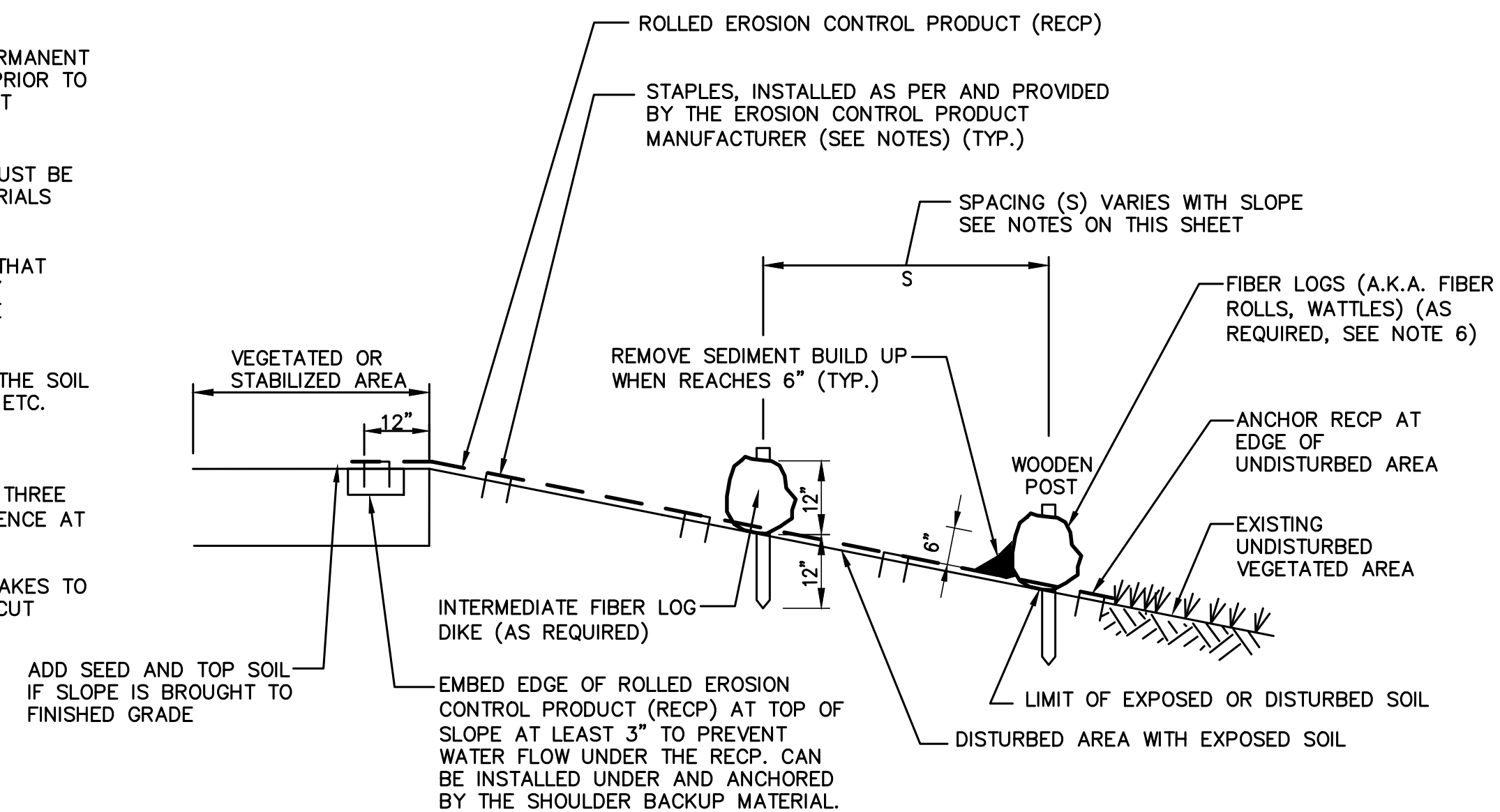
Barton & Loguidice, D.P.C.

STATE OF NEW YORK
DONALD H. FLETCHER
No. 078248
PROFESSIONAL ENGINEER

Date: SEPTEMBER 2016
Scale: AS SHOWN
Sheet Number: G-11
Project Number: 1352.003.001-1



- NOTES:**
1. ITEMS IN THIS DETAIL MAY APPEAR EXAGGERATED TO SHOW DETAIL.
 2. IF SLOPE IS BROUGHT TO FINISHED GRADE, PERMANENT TOP SOIL AND SEEDING SHALL BE INSTALLED PRIOR TO INSTALLING ROLLED EROSION CONTROL PRODUCT (RECP).
 3. ROLLED EROSION CONTROL PRODUCT (RECP) MUST BE SELECTED FROM THE NYSDOT APPROVED MATERIALS LIST FOR CLASS I TYPE C RECP AND HAVE A LONGEVITY OF AT LEAST TWELVE (12) MONTHS. PAYMENT WILL NOT BE MADE FOR MATERIALS THAT ARE NOT ON THE APPROVED LIST, IMPROPERLY INSTALLED, NOT MAINTAINED, DAMAGED BY THE CONTRACTOR AND/OR SUB-CONTRACTORS.
 4. RECP MUST BE FLUSH AND IN CONTACT WITH THE SOIL AND NOT RAISED BY CLUMPS, WEEDS, STICKS, ETC. AND MUST BE STAPLED SECURELY.
 5. ALL RECP DAMAGED BY CONTRACTOR AND/OR SUBCONTRACTORS SHALL BE REPAIRED WITHIN THREE (3) CALENDAR DAYS OF THE DAMAGE OCCURRENCE AT NO ADDITIONAL COST TO THE OWNER.
 6. AS PART OF FINAL STABILIZATION, WOODEN STAKES TO BE REMOVED AND FIBER LOG MULCH NETTING CUT OPEN ALONG ENTIRE LENGTH.



EROSION AND SEDIMENT CONTROL FOR ALL DISTURBED AREAS TEMPORARY OR PERMANENT

- FIBER ROLL APPLICATION NOTES:**

- A. THE PRIMARY PURPOSE OF A FIBER ROLL DIKE IS TO REDUCE RUNOFF VELOCITY AND TRAP SEDIMENT. VELOCITY IS REDUCED, WATER IS IMPOUNDED BEHIND THE MEASURE, AND SEDIMENT FALLS OUT OF SUSPENSION.
- B. FIBER ROLL DIKES CAN BE USED IN SENSITIVE AREAS WHERE CONTROL OF WEEDS AND INVASIVE PLANT SPECIES IS DESIRED.
- C. FIBER ROLL DIKE SHALL BE INSTALLED ON A LINE OF EQUAL ELEVATION (CONTOUR). THEY MAY BE INSTALLED AT INTERMEDIATE POINTS UP SLOPES AS WELL AS AT THE BOTTOM, AS SHOWN IN THE DETAIL. THE ENDS SHALL CURVE UP SLIGHTLY (6") TO IMPOUND RUNOFF.
- D. FIBER ROLLS SHALL NOT BE USED IN OR ACROSS A FLOWING NATURAL CHANNEL.
- E. FIBER ROLLS ARE NOT TO BE INSTALLED SO THAT RUNOFF WILL FLOW ALONG THE FIBER ROLL IN A CONCENTRATED MANNER.

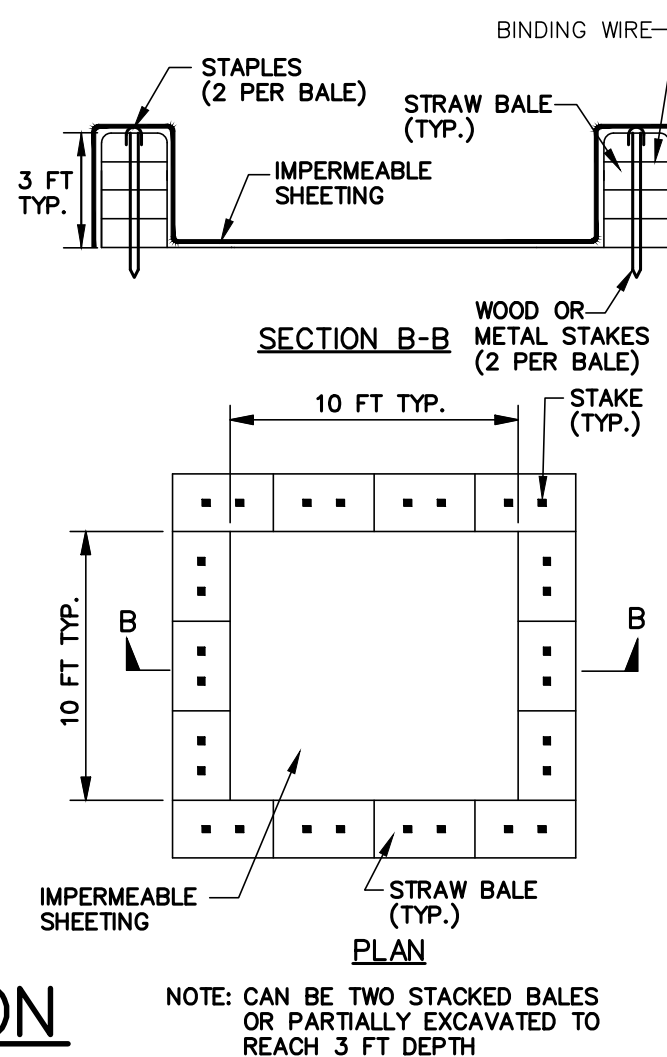
FIBER ROLL GENERAL NOTES:

1. FIBER ROLL DIKE SHALL BE PLACED A MINIMUM OF 2 FEET FROM TOE OF SLOPE, (5 FEET PREFERRED), TO PROVIDE ADEQUATE AREA FOR SEDIMENT STORAGE AND TO FACILITATE MAINTENANCE OF THE SEDIMENT CONTAINMENT AREA.
2. POSTS MAY BE 1.5" x 1.5" (MINIMUM) HARDWOOD, 1.5" x 3.5" (MINIMUM) SOFTWOOD, OR 2kg/m (MIN) STEEL. SPACING SHALL BE 36" (MAXIMUM) BETWEEN STAKES.
3. MEASURES SHALL BE INSPECTED EVERY SEVEN (7) CALENDAR DAYS, AFTER EACH RAINFALL OF 0.5" OR MORE WITHIN A 12 HOUR PERIOD, OR DAILY DURING PROLONGED RAINFALL. MEASURES SHALL BE CLEANED AND REPAIRED AS REQUIRED.
4. SEDIMENT SHALL BE REMOVED WHEN ACCUMULATION REACHES ONE—HALF OF THE MEASURE HEIGHT. SEDIMENT SHALL BE DISPOSED OF AS UNSUITABLE MATERIAL.
5. DRAINAGE AREAS:
MAXIMUM DRAINAGE AREA TRIBUTARY TO 100' OF FIBER ROLL SHALL BE 0.5 ACRE
6. THE FOLLOWING ARE MAXIMUM SLOPE LENGTHS TO FIBER ROLL MEASURES:

	<u>SLOPE</u>
1:2	25'
1:3	80'
1:4	130'
1:5	200'

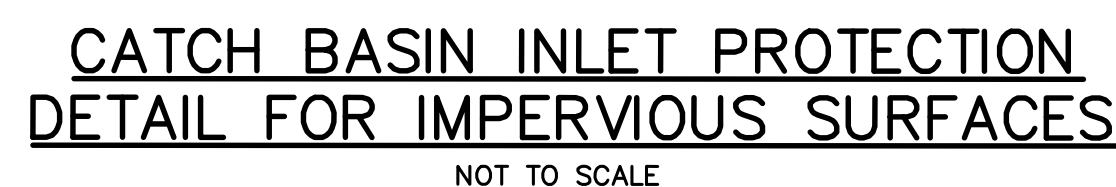
- NOTES:**

1. LOCATE WASHOUT STRUCTURE A MINIMUM OF 50 FEET AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
2. SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4 INCHES OF FREEBOARD. TYPICAL DIMENSIONS ARE 10 FEET X 10 FEET X 3 FEET DEEP.
3. PREPARE SOIL BASE FREE OF ROCKS OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER, USE 20 MIL OR THICKER UV RESISTANT IMPERMEABLE SHEETING, FREE HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABILITY OF THE MATERIAL.
4. PROVIDE A SIGN FOR THE WASHOUT IN CLOSE PROXIMITY TO THE FACILITY.
5. KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED (E.G., RIPPED OR PUNCTURED). EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75 PERCENT FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NOT REUSE PLASTIC LINER. WET-VACUUM STORED LINERS THAT HAVE BEEN EVAPORATED AND DISPOSED OF IN AN APPROVED MANNER, PRIOR TO FORECASTED RAINSTORMS, REMOVE SOLIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS. REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.



- ### EROSION AND SEDIMENT CONTROL SEQUENCING SCHEDULE

1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, DATED AUGUST 2005, AND AS AMENDED OR REVISED. AND THE NEW YORK STATE STORMWATER MANAGEMENT DESIGN MANUAL (SWMDM), DATED AUGUST 2010, AND AS AMENDED OR REVISED.
2. ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ARE TO BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE, AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
3. ESTABLISH THE LOCATION OF PROPOSED EROSION AND SEDIMENT CONTROL MEASURES (TEMPORARY FIBER ROLL, DIVERSION AND/OR SANDBAG BARRIERS, TOPSOIL STOCKPILE AREAS, WASHOUT, ETC.). CLEAR SAID LOCATION FOR INSTALLATION.
4. STOCKPILE AND STAGING LOCATIONS DETERMINED IN THE FIELD SHALL BE PLACED WITHIN THE LIMITS OF DISTURBANCE ACCORDING TO THE CERTIFIED PLAN. ALL SOIL STOCKPILES ARE TO BE TEMPORARILY STABILIZED IN ACCORDANCE WITH SOIL EROSION AND SEDIMENT CONTROL.
5. INSTALL TEMPORARY FIBER ROLLS WHERE SHOWN ON THE PLANS.
6. PERMANENT VEGETATION SHALL BE SEEDDED OR SODDED ON ALL EXPOSED AREAS WITHIN TEN (10) DAYS AFTER FINAL GRADING. MULCHING IS REQUIRED ON ALL SEEDING.
7. PAVEMENT AREAS ARE TO BE KEPT CLEAN AT ALL TIMES.
8. SHOULD THE CONTROL OF DUST AT THE SITE BE NECESSARY, THE SITE WILL BE SPRINKLED UNTIL THE SURFACE IS WET, TEMPORARY VEGETATIVE COVER SHALL BE ESTABLISHED OR MULCH SHALL BE APPLIED IN ACCORDANCE WITH STATE STANDARDS FOR EROSION CONTROL.
9. ALL SOIL WASHED, DROPPED, SPILLED, OR TRACKED OUTSIDE THE LIMIT OF DISTURBANCE OR ONTO PUBLIC RIGHTS-OF-WAY WILL BE REMOVED IMMEDIATELY.
10. DURING CONSTRUCTION, ANY ADDITIONAL CONTROL MEASURES AS DEEMED NECESSARY TO PREVENT EROSION OR CONTROL SEDIMENT BEYOND THOSE MEASURES SHOWN ON THE APPROVED PLAN SHALL BE INSTALLED OR EMPLOYED AT THE DIRECTION OF THE ENGINEER.
11. FOR PERMANENT SEEDING REQUIREMENTS SEE SPECIFICATIONS.



- NOTES:**
1. MODIFICATIONS MAY BE REQUIRED TO MEET FIELD CONDITIONS.
 2. PROPOSED DRAINAGE PIPES SHALL BE SIZED WITH SUFFICIENT CAPACITY TO CARRY DITCH FLOWS.
 3. ALTERNATIVE WAYS OF TRANSPORTING DITCH DRAINAGE ACROSS CONSTRUCTION ENTRANCES MAY BE PROPOSED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER.
 4. ALL WORK TO CONSTRUCT THE STABILIZED ENTRANCE, INCLUDING GRADING, DRAINAGE PIPE, EXCAVATION, FILL, GEOTEXTILE, CRUSHED STONE, GRAVEL, CORRUGATED STEEL PANELS SHALL BE INCLUDED IN THE LUMP SUM BID.
 5. GEOTEXTILE SHALL BE PLACED OVER THE ENTIRE AREA OF STABILIZED CONSTRUCTION ENTRANCE PRIOR TO PLACING STONE. STONE SHALL BE 1"-4" DIAMETER OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
 6. ALL SURFACE WATER SHALL BE DIVERTED AWAY FROM CONSTRUCTION ENTRANCE. A MOUNTABLE BERM WITH 5:1 SLOPE IS PERMITTED.
 7. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT OF WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT OF WAY MUST BE REMOVED IMMEDIATELY.
 8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA WITH STONE AND WHICH DRAINS ONTO AN APPROVED SEDIMENT TRAPPING DEVICE (OR CORRUGATED STEEL PANELS).
 9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE DONE REGULARLY AND FOLLOWING EACH RAINFALL.

CONCRETE WASHOUT APRON
NOT TO SCALE

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1. FOR LOCATIONS WHERE TEMPORARY BYPASS WILL GO BELOW GRADE, THE PAVEMENT SHALL BE SAWCUT AND EXCAVATE A TRENCH TO PROVIDE A MINIMUM COVER OF 12" OR A SUFFICIENT DEPTH OF COVER TO ADEQUATELY PROTECT THE PIPE FOR THE TEMPORARY BYPASS FOREMAIN.
2. THE TEMPORARY BYPASS PIPE WILL BE BROUGHT BELOW GRADE BY DEFLECTING THE PIPE OVER AN APPROXIMATE DISTANCE OF 10'-20' AS REQUIRED TO PROVIDE MINIMUM 12" COVER.
3. THE TEMPORARY BYPASS PIPE TRENCH WILL BE BACKFILLED WITH TYPE II SUB-BASE APPROPRIATE BACKFILL MATERIAL AND COMPACTED.
4. RESTORE ALL SURFACES TO AS GOOD OR BETTER BEFORE CONSTRUCTION AS SOON AS POSSIBLE FOLLOWING COMPLETION OF ANY WORK.
5. ROAD PLATES SHALL BE PINNED DOWN IN HEAVY TRAFFIC AREAS (i.e. N.Y.S.D.O.T. DRIVEWAYS). ROUTE 9W AND ROBINSON AVENUE SHALL HAVE ASPHALT RAMPS AT 1:12.



NOT TO SCALE

1. ALL CONES SHALL BE PLACED SO AS TO NOT INTERFERE WITH MINIMUM 11' WIDE TRAVEL LANE. THE CONTRACTOR SHALL MAKE CERTAIN PLACEMENT OF CONES DO NOT INTERFERE WITH SIGHT DISTANCE.
2. TYPICAL SPACING SHALL BE APPROXIMATELY 1-FOOT PER MILE PER HOUR (MPH) OF APPROACH SPEED (i.e. 30 MPH = 30-FOOT SPACING), WITH A MAXIMUM OF 40' SPACING, UNLESS OTHERWISE DIRECTED.
3. SANDBAGS WILL BE USED TO RESTRAIN FORCEMAIN AT THE SURFACE TO PREVENT HORIZONTAL MOVEMENT AS NEEDED.



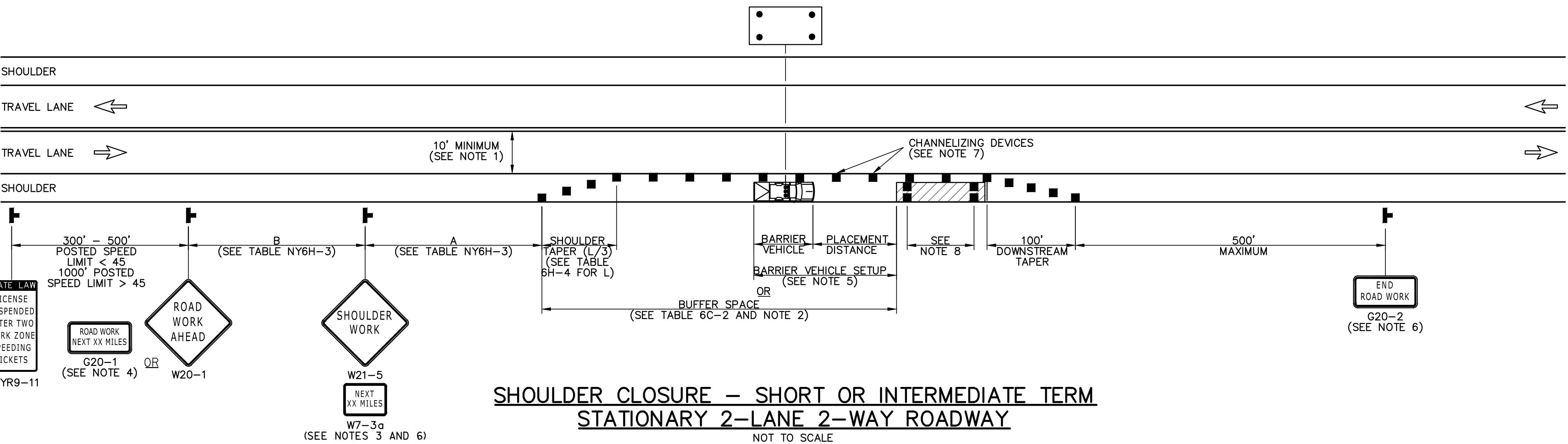
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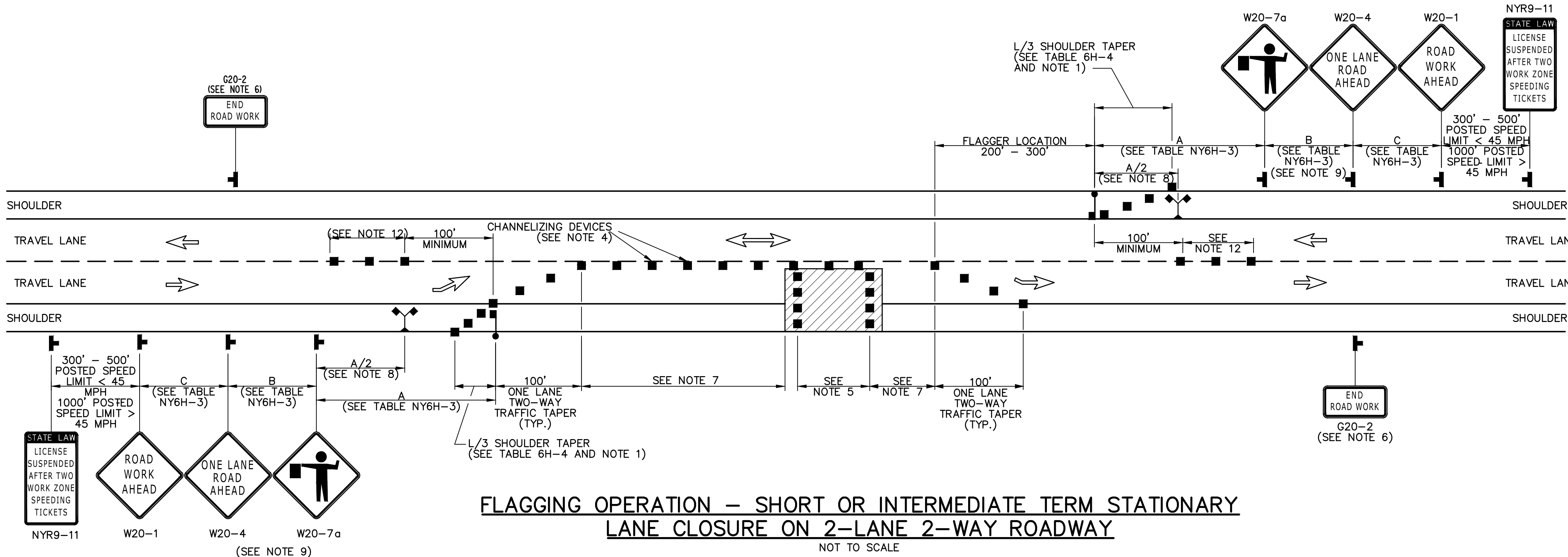


SHOULDER CLOSURE NOTES:

1. WHEN THE MINIMUM LANE WIDTH OF 10' CANNOT BE MAINTAINED DUE TO A SHOULDER CLOSURE, USE THE DETAIL FOR SHORT OR INTERMEDIATE TERM STATIONARY FLAGGING OPERATION.
2. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.
3. WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK IS 2 MILES TO 5 MILES, A SUPPLEMENTAL DISTANCE PLAQUE (W7-3a) SHOULD BE USED WITH THE SHOULDER WORK SIGN (W21-5).
4. THE ROAD WORK NEXT XX MILES SIGN (G20-1) MAY BE USED INSTEAD OF THE ROAD WORK AHEAD SIGN (W20-1) IF WORK LOCATIONS OCCUR OVER A DISTANCE OF MORE THAN 2 MILES.
5. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLE NY1-A AND NY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
6. IN THOSE SITUATIONS WHERE MULTIPLE WORK LOCATIONS EXIST WITHIN A LIMITED DISTANCE MAKE IT PRACTICAL TO PLACE STATIONARY SIGNS, THE DISTANCE BETWEEN THE ADVANCE WARNING SIGN AND WORK SHALL NOT EXCEED 5 MILES.
7. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
8. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.
9. CITY POLICE AND FIRE SHALL BE MADE AWARE OF ALL LANE AND STREET CLOSURES DAILY SO THEY ARE ABLE TO BE PREPARED TO APPROPRIATELY REROUTE IN THE EVENT OF AN EMERGENCY.

LANE CLOSURE NOTES:

1. WHEN PAVED SHOULDERS HAVING A WIDTH OF 8' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK AREA AND DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVEL WAY.
2. WHEN A SIDE ROAD OR DRIVEWAY INTERSECTS THE ROADWAY WITHIN A WORK ZONE TRAFFIC CONTROL AREA, ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES AND/OR FLAGGERS SHALL BE PLACED AS NEEDED. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK SPACE.
3. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
4. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
5. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.
6. THE END ROAD WORK SIGN (G20-2) SHALL BE PLACED A MAXIMUM OF 500' PAST THE END OF THE WORK SPACE.
7. WHERE DIRECTED BY THE ENGINEER, A BUFFER SPACE SHALL BE PROVIDED IN ORDER TO LOCATE THE ONE-LANE, TWO-WAY TRAFFIC TAPER PRIOR TO ANY HORIZONTAL OR VERTICAL CURVE, IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGERS AND/OR A QUEUE OF STOPPED VEHICLES.
8. THE FLAG TREE SHALL BE LOCATED ON THE SHOULDER, AT APPROXIMATELY 1/2 THE DISTANCE BETWEEN THE FLAGGER SIGN (W20-7a) AND THE FLAGGER.
9. FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURRING.
10. FLAGGER AND FLAG TREE SHALL BE ILLUMINATED TO LEVEL II ILLUMINATION DURING NIGHT TIME OPERATIONS.
11. ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6" STAFF.
12. CENTERLINE CHANNELIZING DEVICES ARE OPTIONAL AND MAY BE ELIMINATED WHERE SPACE CONSTRAINTS EXIST.
13. CITY POLICE AND FIRE SHALL BE MADE AWARE OF ALL LANE AND STREET CLOSURES DAILY SO THEY ARE ABLE TO BE PREPARED TO APPROPRIATELY REROUTE IN THE EVENT OF AN EMERGENCY.



FLAGGING OPERATION - SHORT OR INTERMEDIATE TERM STATIONARY LANE CLOSURE ON 2-LANE 2-WAY ROADWAY

TABLE NY2-A PLACEMENT DISTANCE FOR BARRIER VEHICLES					
PRECONSTRUCTION POSTED SPEED LIMIT(MPH)	PLACEMENT DISTANCE (FT.)				
	BARRIER VEHICLES*				
	(18000 LBS.)	(24000 LBS.)	(18000 LBS.)	(24000 LBS.)	(18000 LBS.)
> 55	100 FT.	200 FT.	100 FT.	200 FT.	200 FT.
45 - 55	100 FT.	200 FT.	85 FT.	165 FT.	165 FT.
< 45	85 FT.	165 FT.	50 FT.	100 FT.	100 FT.

* AS DEFINED IN NYSDOT STANDARD SPECIFICATION 619:

BARRIER VEHICLE - VEHICLE USED FOR STATIONARY SHOULDER CLOSURES, LANE CLOSURES, AND OTHER STATIONARY WORK ZONES.

MINIMUM DISTANCE SHOWN REFLECTS THE ACTUAL ROLL AHEAD DISTANCE FROM MANUFACTURER.

WORK DURATION DEFINITIONS:

LONG-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN 3 CONSECUTIVE DAYS.

INTERMEDIATE-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

SHORT DURATION IS WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR.

MOBILE IS WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY.

TABLE 6C-2 LONGITUDINAL BUFFER SPACE	
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE
25	155 FT.
30	200 FT.
35	250 FT.
40	305 FT.
45	360 FT.
50	425 FT.
55	495 FT.
60	570 FT.
65	645 FT.

TABLE 6H-4 FORMULAS FOR DETERMINING TAPER LENGTHS													
SPEED LIMIT (S) (MPH)		TAPER LENGTH (L) (FT.)		L = TAPER LENGTH W = WIDTH OF OFFSET (FT.) S = PRECONSTRUCTION POSTED SPEED LIMIT (MPH)									
(40 MPH) OR LESS		L = WS ² /60											
(45 MPH) OR MORE		L = WS											
STANDARD TAPER LENGTHS													
LATERAL SHIFT OF TRAFFIC FLOW PATH		TEMPORARY TRAFFIC CONTROL ZONE POSTED SPEED LIMIT											
		25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH		
4		45	60	85	110	180	200	220	240	260	280		
5		55	75	105	135	225	250	275	300	325	350		
6		65	90	125	160	270	300	330	360	390	420		
7		75	105	145	190	315	350	385	420	455	490		
8		85	120	165	215	360	400	440	480	520	560		
9		95	135	185	240	405	450	495	540	585	630		
10		105	150	205	270	450	500	550	600	650	700		
11		115	165	225	295	495	550	605	660	715	770		
12		125	180	245	320	540	600	660	720	780	840		

TABLE 619-4 FLARE RATES FOR POSITIVE BARRIER	
TYPE OF POSITIVE BARRIER	POSTED SPEED LIMIT
	30 MPH 40 MPH 50 MPH 55 MPH 65 MPH
TEMPORARY CONCRETE BARRIER	8:1 11:1 14:1 16:1 20:1
BOX BEAM OR HEAVY POST CORR. BEAM	7:1 9:1 11:1 12:1 15:1

TABLE NY6H-3 ADVANCE WARNING SIGN SPACING					
ROAD TYPE	DIST. BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (I 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (w 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
EXPRESSWAY / FREEWAY	1000	1500	2640	1 MILE	1/2 MILE

* PRECONSTRUCTION POSTED SPEED LIMIT

URBAN: (MEETS MORE THAN 1 OF THE FOLLOWING CRITERIA) SIDEWALKS, BICYCLE USAGE, CURBING, CLOSED DRAINAGE SYSTEMS, DRIVEWAY DENSITIES GREATER THAN 24 DRIVEWAYS PER MILE, MINOR COMMERCIAL DRIVEWAY DENSITIES OF 10 DRIVEWAYS PER MILE OR GREATER, MAJOR COMMERCIAL DRIVEWAYS, NUMEROUS RIGHT OF WAY CONSTRAINTS, HIGH DENSITY OF CROSS STREETS, 85TH PERCENTILE SPEEDS OF 45 MPH OR LESS.

RURAL: ANY AREA NOT EXHIBITING MORE THAN ONE OF THE ABOVE CHARACTERISTICS.

EXPRESSWAY: DIVIDED HIGHWAYS FOR TRAFFIC WITH FULL OR PARTIAL CONTROL OF ACCESS AND GENERALLY WITH GRADE SEPARATIONS AT MAJOR CROSSROADS.

FREEWAYS/INTERSTATE: LOCAL OR INTER REGIONAL HIGH-SPEED, DIVIDED, HIGH-VOLUME FACILITIES WITH FULL OR PARTIAL CONTROL OF ACCESS.

LEGEND

SYMBOL	DESCRIPTION
	CHANNELIZING DEVICE
	DIRECTION OF TRAFFIC
	FLAGGER
	FLAG TREE
	SIGN, TEMPORARY
	TYPE III BARRICADE
	WORK SPACE
	TYPE 'A' FLASHER

THESE DRAWINGS ARE THE PROPERTY OF BARTON & LOGSDON, P.C. ANY REUSE, REVISION OR ALTERATION OF THESE DRAWINGS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BARTON & LOGSDON, P.C. IN THE EVENT THAT A CONFLICT ARISES BETWEEN THE SEALED DRAWINGS AND THE ELECTRONIC FILES, THE SEALED DRAWINGS WILL GOVERN.

CONTRACT DRAWINGS

OWNER: BARTON & LOGSDON (B&L) 1104 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 731-4328 (PHONE) (717) 737-4329 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

%7 EFC COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
WORK ZONE TRAFFIC CONTROL
LANE AND SHOULDER DETAILS
ORANGE COUNTY, NEW YORK

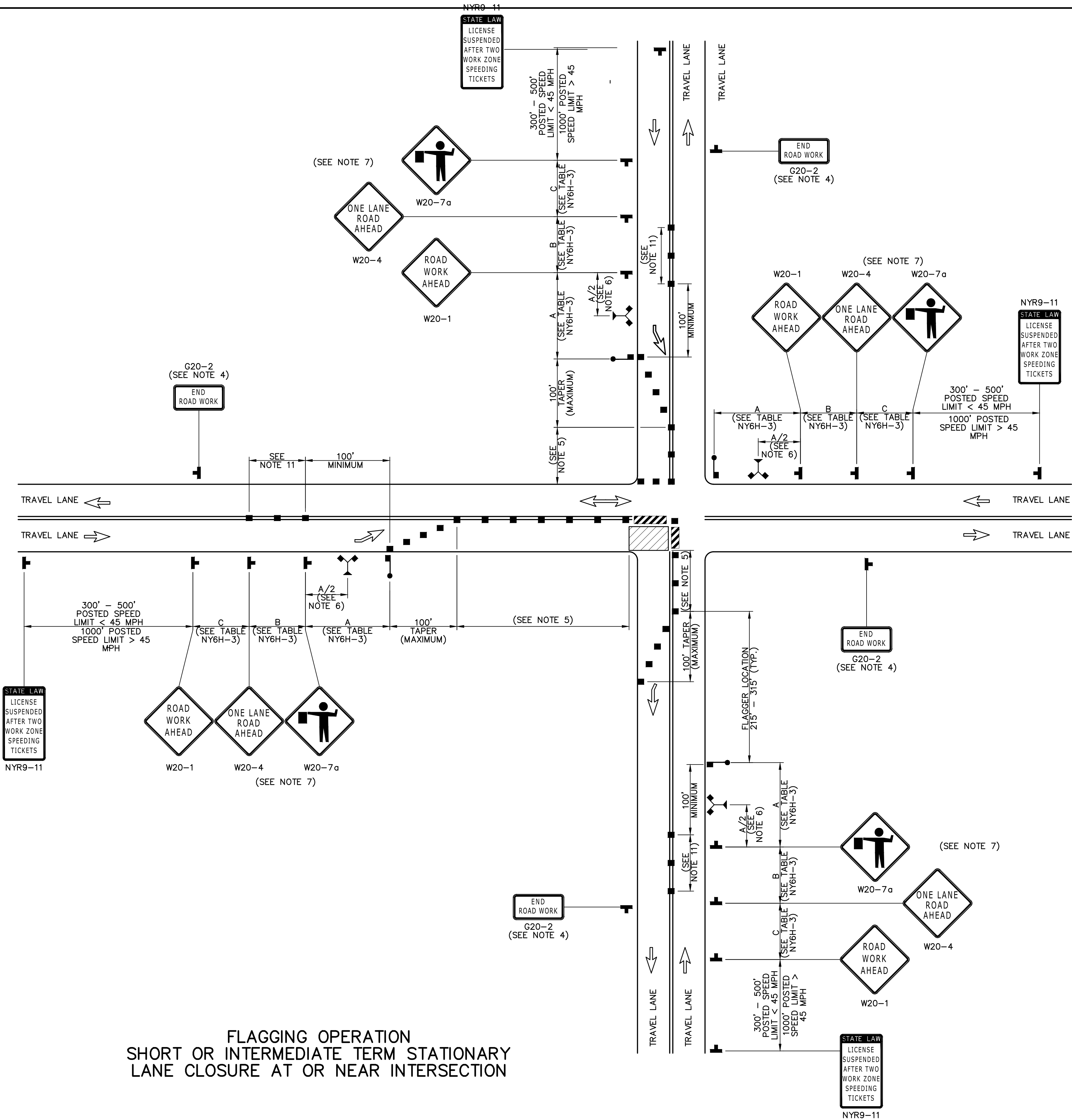
Barton & Logsdon, D.P.C.



Date
SEPTEMBER 2016
Scale
AS SHOWN
Sheet Number
G-14
Project Number
1352.003.001-1

Plotted: Mar 22, 2018 - 1:58PM
Z:\BL-Vout\02\18217AD2-1C71-4823-8927-99D5C404147\0\845000-845999\845967\1\1352.003.001 - G15 (D 845967).dwg
Drawn by KPS/JCM/SMR Designed by BLS In charge of DHF
Checked by ATE

FLAGGING OPERATION
SHORT OR INTERMEDIATE TERM STATIONARY
LANE CLOSURE AT OR NEAR INTERSECTION



- NOTES:**
- AT SIGNALIZED INTERSECTIONS, SIGNALS SHALL BE TURNED OFF FOR ANY FLAGGING OPERATIONS, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
 - WHEN PAVED SHOULDERS HAVING A WIDTH OF 8' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK AREA AND DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVEL WAY.
 - CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
 - THE END ROAD WORK SIGN (G20-2) SHALL BE PLACED A MAXIMUM OF 500' PAST THE END OF THE WORK SPACE.
 - WHERE DIRECTED BY THE ENGINEER, A BUFFER SPACE SHALL BE PROVIDED IN ORDER TO LOCATE THE ONE-LANE, TWO-WAY TRAFFIC TAPER PRIOR TO ANY HORIZONTAL OR VERTICAL CURVE, IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGERS AND/OR A QUEUE OF STOPPED VEHICLES.
 - THE FLAG TREE SHALL BE LOCATED ON THE SHOULDER, AT APPROXIMATELY HALF THE DISTANCE BETWEEN THE FLAGGER SIGN (W20-7a) AND THE FLAGGER.
 - FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURRING.
 - FLAGGER AND FLAG TREE SHALL BE ILLUMINATED TO LEVEL II ILLUMINATION DURING NIGHT TIME OPERATIONS.
 - ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF.
 - ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK AREA.
 - CENTERLINE CHANNELIZING DEVICES ARE OPTIONAL AND MAY BE ELIMINATED WHERE SPACE CONSTRAINTS EXIST.
 - NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
 - FOR PEDESTRIAN DETOUR ACCOMMODATIONS REFER TO THE STANDARD SHEETS TITLED "SIDEWALK DETOUR OR DIVERSION" AND "CROSSWALK CLOSURE AND PEDESTRIAN DETOUR".
 - CITY POLICE AND FIRE SHALL BE MADE AWARE OF ALL LANE AND STREET CLOSURES DAILY SO THEY ARE ABLE TO BE PREPARED TO APPROPRIATELY REROUTE IN THE EVENT OF AN EMERGENCY.

TABLE NY6H-3 ADVANCE WARNING SIGN SPACING						
ROAD TYPE	DIST. BETWEEN SIGNS			SIGN LEGEND		
	A (FT.)	B (FT.)	C (FT.)	XX	YY	
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LEGEND	
SYMBOL	DESCRIPTION
	CHANNELIZING DEVICE
	DIRECTION OF TRAFFIC
	FLAGGER
	FLAG TREE
	SIGN, TEMPORARY
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	WORK SPACE
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CONTRACT DRAWINGS

ENGINEER: BARTON AND LOGUIDICE (B&L) 1104 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 737-8328 (PHONE) (717) 737-8328 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

PKT	EFC COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
WORK ZONE TRAFFIC CONTROL
ROADWAY INTERSECTION DETAILS
ORANGE COUNTY, NEW YORK
CITY OF NEWBURGH

Barton & Loguidice, D.P.C.

STATE OF NEW YORK
JEROME H. FLETCHER
No. 075248
REGISTERED PROFESSIONAL ENGINEER

Date
SEPTEMBER 2016

Scale
AS SHOWN

Sheet Number
G-15

Project Number
1352.003.001-1

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH VEPO CROSSCONNEX, LLC
FOR BACKFLOW DEVICE TESTING MANAGEMENT SOFTWARE**

WHEREAS, the City of Newburgh wishes to execute an agreement with Vepo Crossconnex, LLC install backflow device testing management software for use in connection with its water supply system; and

WHEREAS, the software will improve compliance and efficiency with the backflow device monitoring as required by law; and

WHEREAS, the cost for such proposal is to be derived from a user fee; and

WHEREAS, this Council has reviewed the same and has determined that entering into said agreement is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized accept the proposal and to execute an agreement, with other provisions as Corporation Counsel may require, with Vepo Crossconnex, LLC to install backflow device testing management software for use in connection with its water supply system.

SERVICE AGREEMENT

This Software Agreement (this “Agreement”) is made as of April 4, 2018 (the “Effective Date”), between VEPO CROSSCONNEX, a New York limited liability company with a place of business at 3 West Main Street, Elmsford, New York 10523 (“Vendor”), and THE CITY OF NEWBURGH, a New York corporation with a place of business at 83 Broadway, Newburgh, NY 12250, (“Customer”) (each of Vendor and Customer, a “Party”; together, the “Parties”).

1. Definitions.

- (a) “Services” refers to the services provided by Vendor as described in Exhibit A.
- (b) “Responsibilities” refers to the responsibilities undertaken by Customer as described in Exhibit B.
- (c) “Consideration” refers to the consideration to be provided to Vendor by Customer as described in Exhibit C.
- (d) “Customer Data” refers to data in electronic form input or collected through the Services by or from Customer.
- (e) “Authorized Representative” refers to an individual selected by The City of Newburgh to represent the City on all legal and financial decisions. VEPO CrossConnex Authorized representative will be the majority share-holder of the company stock.
- (f) VEPO CROSSCONNEX Software refers to Backflow device testing management software developed by VEPO CrossConnex.
- (g) VEPO CROSSCONNEX Mobile Application refers to mobile software application capable of capturing backflow device testing results and transferring that data to the VEPO CrossConnex hosted servers to be accessed by CrossConnex personnel and the The City of Newburgh.

2. Service & Payment.

- (a) *Services.* Vendor will provide the Services to Customer and Customer will undertake the Responsibilities pursuant to the terms of this Agreement.
- (b) *Payment.* “Backflow Testers” will provide Vendor the Consideration as payment for the Services pursuant to the terms of this agreement.

3. Data Management.

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Customer’s prior written consent, Vendor: (i) will not access or use Customer Data other than as necessary to facilitate the Services; and (ii) will not give any third-party access to Customer’s Data. Notwithstanding the foregoing, Vendor may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Vendor will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer’s expense.
- (b) *Customer’s Rights.* Customer possesses and retains all right, title, and interest in and to Customer’s Data, and Vendor’s use and possession thereof is solely as Customer’s agent.

4. Term & Termination.

- (a) *Term*. This Agreement will continue for 36 months following the Effective Date (a “Term”). Thereafter, this Agreement will renew for subsequent terms (“Terms”) of 36 months, unless either party notifies the other of its intent not to renew 90 days or more days before the beginning of the next Term.
- (b) *Termination for Cause*. Either party may terminate this Agreement for material breach by written notice, effective in 30 days unless the other party first cures such breach.
- (c) *Effects of Termination*. The following provisions will survive termination of this Agreement: (i) any obligation of Customer to pay for Services rendered before termination; (ii) Disclaimer and Limitation of Liability provisions; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

5. **Miscellaneous.**

- (a) **Disclaimer.** Except for the express warranties specified in this section, THE SERVICE IS PROVIDED “AS IS” AND AS AVAILABLE, AND VENDOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) VENDOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Vendor does not warrant that the Services will perform without error or immaterial interruption.
- (b) **Limitation of Liability.** IN NO EVENT: (a) WILL VENDOR have any LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND (b) WILL VENDOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF CUSTOMER’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If the applicable law limits the application of the provisions of this Section, Vendor’s liability will be limited to the maximum extent permissible.
- (c) *Independent Contractors*. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- (d) *No Waiver*. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- (e) *Force Majeure*. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.

- (f) *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- (g) *Choice of Law & Jurisdiction.* This Agreement will be governed solely by the internal laws of the State of New York, without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of New York, NY.
- (h) *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

Vendor

Name: _____

Signature: _____

Title: _____

Date: _____

Customer

Name: _____

Signature: _____

Title: _____

Date: _____

Exhibit A

Vendor Provided Services

- Install and implement cloud-based software on VEPO CROSSCONNEX hosted servers.
- Upload THE CITY OF NEWBURGH backflow device database to VEPO CROSSCONNEX software.
- Notify certified backflow testers in the area that VEPO CROSSCONNEX Software is being utilized by THE CITY OF NEWBURGH.
- Receive all backflow tests submitted through the VEPO CROSSCONNEX Mobile Application from certified backflow testers.
- Monitor daily progress of device testing compliance progress system-wide.
- Set up notification for future tests due the following year, notifications to be sent thirty (30) days prior, fifteen (15) days prior, and day of the due date.
- Provide semi-annual reports as required by Orange County.
- Provide software support and 3 days of on-site or WebEx training.
- Provide all maintenance and updates of VEPO CROSSCONNEX Software as needed.
- Maintain database changes in the VEPO CROSSCONNEX Software.
- Collect submittal fee from certified backflow testers for every test that is submitted.

Exhibit B

Customer Responsibilities

- Collect water supply customer data for notification including cell phone number and email addresses.
- Provide backflow device database.
- Notify certified backflow testers in the area that VEPO CROSSCONNEX Software is being utilized by THE CITY OF NEWBURGH.
- Send out a first notification to the water supply customer indicating their backflow test is due. Notification shall include a VEPO CROSSCONNEX number that is linked to an account number and instructions to the fact that VEPO CROSSCONNEX will be used to submit test.
- Send notification to seriously delinquent water supply customers with expired test via mail or the VEPO CROSSCONNEX Software.

Exhibit C

Consideration

- \$15/per-test certified backflow tester submittal fee.
 - Based on 300 backflow tests.
- Beginning month 25 of contract agreement, software fees to backflow testers will be adjusted annually to reflect increases in the Consumer Price Index (CPI) for all Urban Consumers, U.S. City Average.

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE TRUSTEES OF COLUMBIA UNIVERSITY TO
ALLOW USE AND ACCESS TO 191 SOUTH STREET (SECTION 18, BLOCK 2, LOT 42)
FOR A TEMPORARY POP-UP PARK DEMONSTRATION PROJECT**

WHEREAS, the Trustees of Columbia University, in coordination with Scenic Hudson, Inc. and the Blacc Vanilla Community Foundation, has requested the use of and access to City-owned property located at 191 South Street, more accurately described as Section 18, Block 2, Lot 42 on the official Tax Map of the City of Newburgh, for the purpose of creating a pop-up park to demonstrate uses for vacant lots; and

WHEREAS, the City Council of the City of Newburgh finds that permitting such access for the purpose of creating a temporary pop-up park to demonstrate uses for vacant lots 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 enter into a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with the Trustees of Columbia University to allow use of and access to City-owned property located at 191 South Street (Section 18, Block 2, Lot 42) for the purpose of creating a pop-up park to demonstrate uses for vacant lots.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2018, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation, with offices at 83 Broadway, City Hall, Newburgh, New York 12550 (“City” or “Licensor”); and

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK, an institution of higher learning, with an address of 615 W 131st Street, 3rd Floor, New York, NY 10027 (“Licensee”).

WHEREAS, the City is the owner of a parcel of vacant land located at 191 South Street in the City of Newburgh, and more accurately described as Section 18, Block 2, Lot 42 on the official tax map of the City of Newburgh (hereinafter referred to as “the Property”); and

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the Property for the purpose of making modest improvements for the benefit of the public and to be used for passive outdoor use and recreation purposes; 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:

Section 1. Grant of License. The City hereby represents that it owns certain real property located at 191 South Street in the City of Newburgh, and more accurately described as Section 18, Block 2, Lot 42, on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee’s employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor’s Property, as herein described, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to install temporary improvements, perform maintenance and repairs to property owned by Licensor and for the benefit of the public for passive outdoor use and recreation purposes and any and all other work appurtenant thereto.

Section 2. Use of and Access to the Property. Entry to the Property is limited to the use and access necessary to construct and install such temporary improvements and to perform ongoing maintenance and repairs on a timely basis for the public benefit for passive outdoor use and recreation purposes as proposed by the Licensee in such location and position and as to any such work upon or under the Property in such manner as will be satisfactory to Licensor (collectively, such construction, installation, maintenance and repairs, the “Work”). Licensee agrees to perform the Work in such manner as will comply fully with the provisions of all laws, ordinances or other lawful authorities, obtaining any and all permits required thereby. Licensee shall give no less than

forty-eight (48) hours advance notice of its commencement of the Work on the Property to the City Planner after obtaining all necessary permits and authorizations and shall have duly authorized representatives on-site during all meetings and events which are open and available to the public. Prior to the expiration of the license, Licensee shall remove all materials related to the temporary installation and restore the Property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted. All Work by Licensee and its agents, employees and contractors shall be approved by the Superintendent of Public Works and the City Planner.

Section 3. Insurance. The Licensee shall not commence or perform Work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Workers' 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 evidence of the above insurance to the City and shall also name the City as an additional named insured in said policies to the City Comptroller. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject Work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensors as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein to the City Comptroller.

Section 4. Costs and expenses. It is expressly understood that Licensee will be responsible for all costs and expenses related to the Work.

Section 5. Damages. 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.

Section 6. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License. The license or privilege hereby given shall commence upon the signing of this licensee agreement and shall expire and terminate on the earlier of August 31, 2019 or the sale of the property by Licensors to a third party.

Section 8. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party. Nothing in this section shall preclude Licensee from contracting with volunteers and community organizations to perform general maintenance tasks during the term of the License.

Section 9. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 7, with or without cause, on at least ten (10) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license unless the City Planner otherwise directs. The City may terminate this license agreement by five (5) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 10. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

- a. If to Licensors:
City of Newburgh
Attn: City Manager

City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

- b. If to Licensee:
The Trustees of Columbia University
615 W 131st Street, 3rd Floor
New York, NY 10027

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Section 14. Licensor acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

THE TRUSTEES OF COLUMBIA UNIVERSITY
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

[SOCIAL LOT] NEWBURGH VACANT LOT

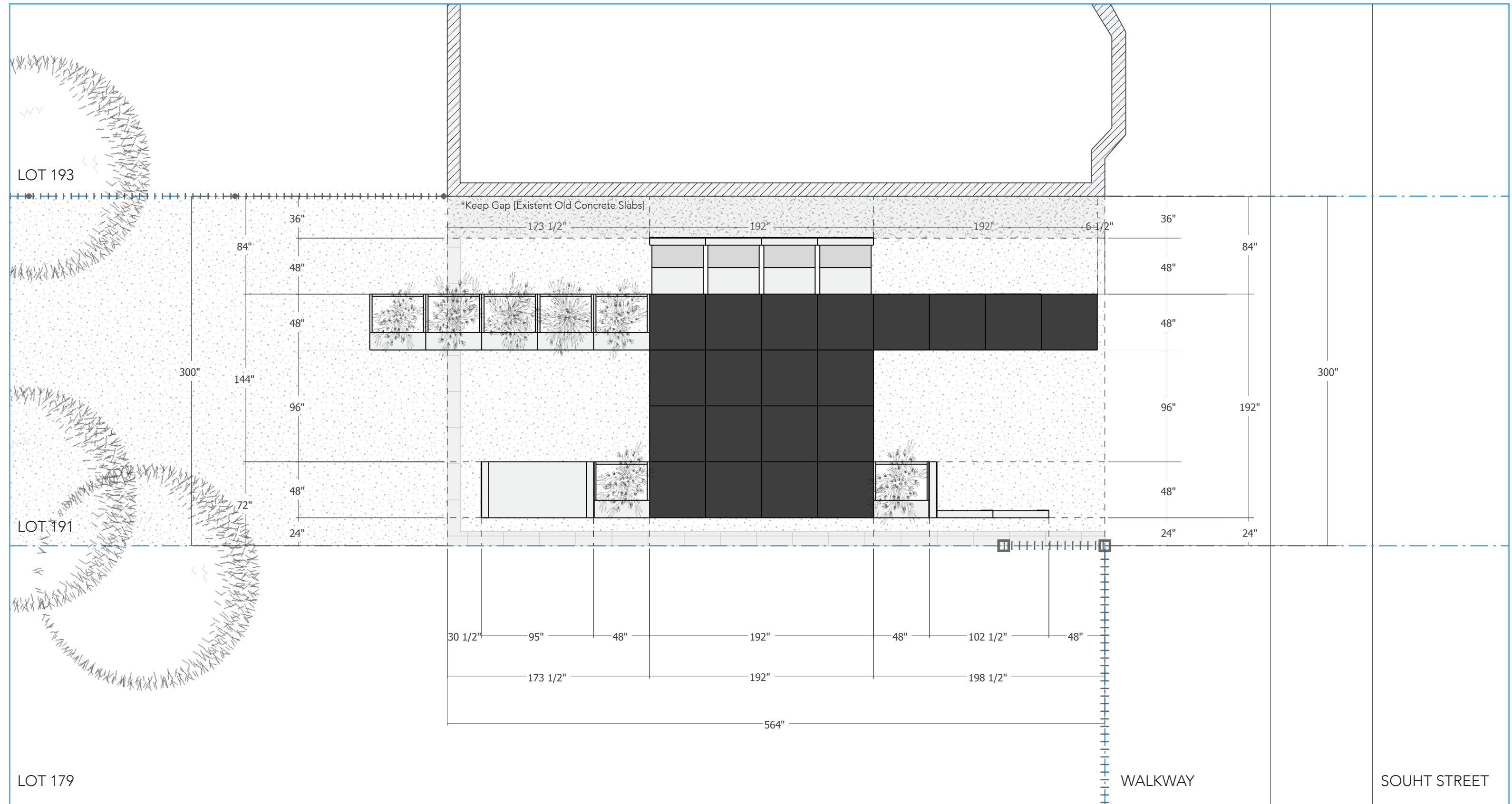
CONTEXTUAL MAP:
City-owned vacant land in Newburgh.



[SOCIAL LOT] 191 SOUTH ST. NEWBURGH

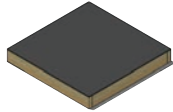
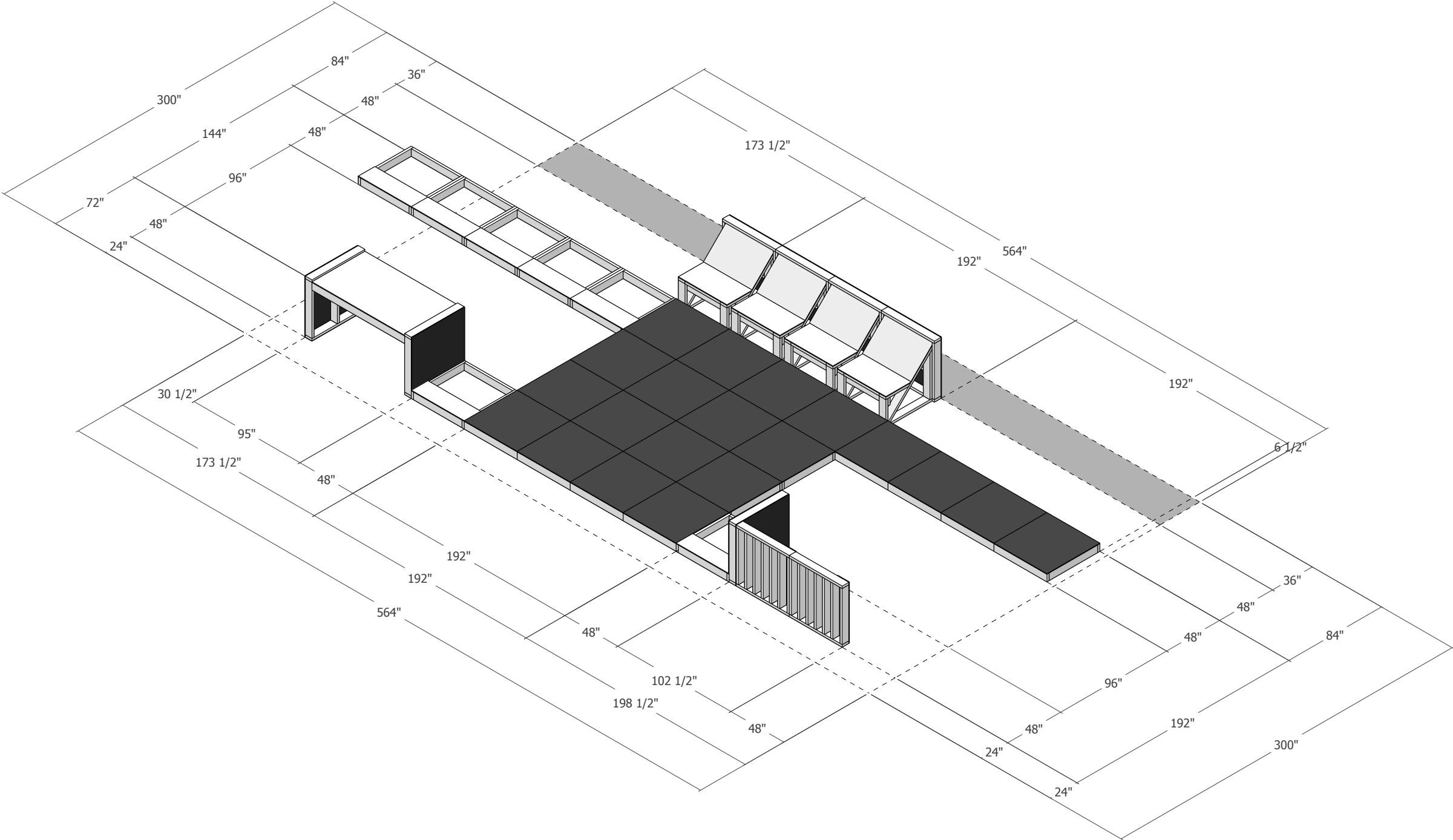
THE SOCIAL LOT:

Create a meeting space for the block and the neighborhood with simple modular outdoor elements and furniture in a vacant land.



[SOCIAL LOT] 191 SOUTH ST. NEWBURGH

POP UP MATERIALS:
Modular wood Pop Up installation using
2"x 6" wood, Plywood Pine, Sealer and Chalkboard Paint.



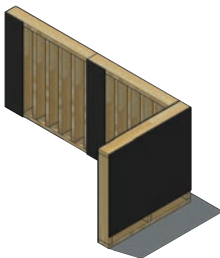
Platform x 20



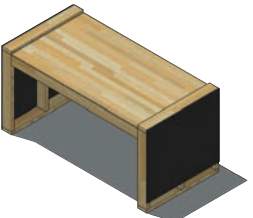
Planter x 7



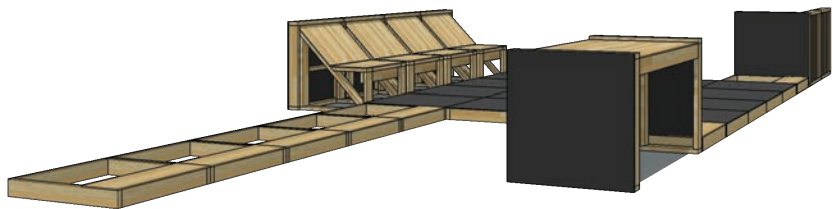
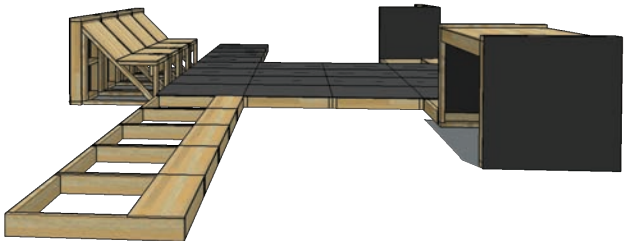
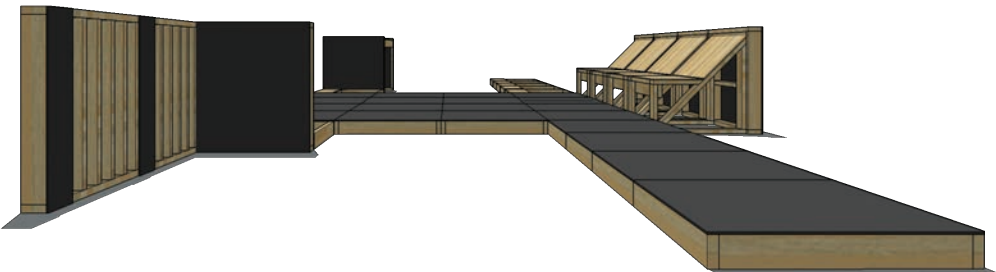
Chair x 4



Bike Rack x 1



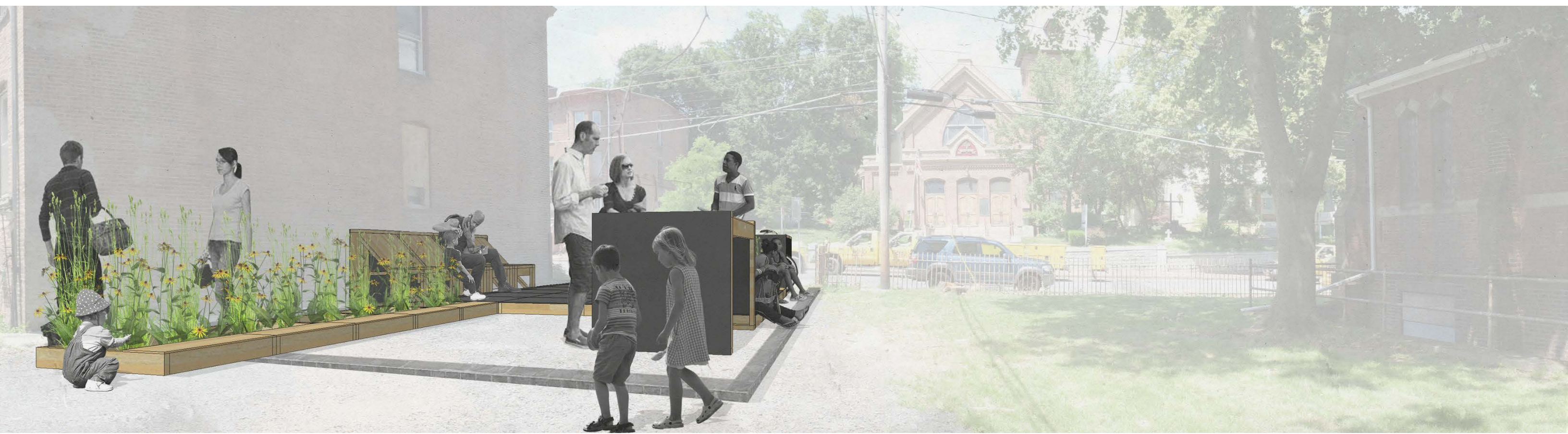
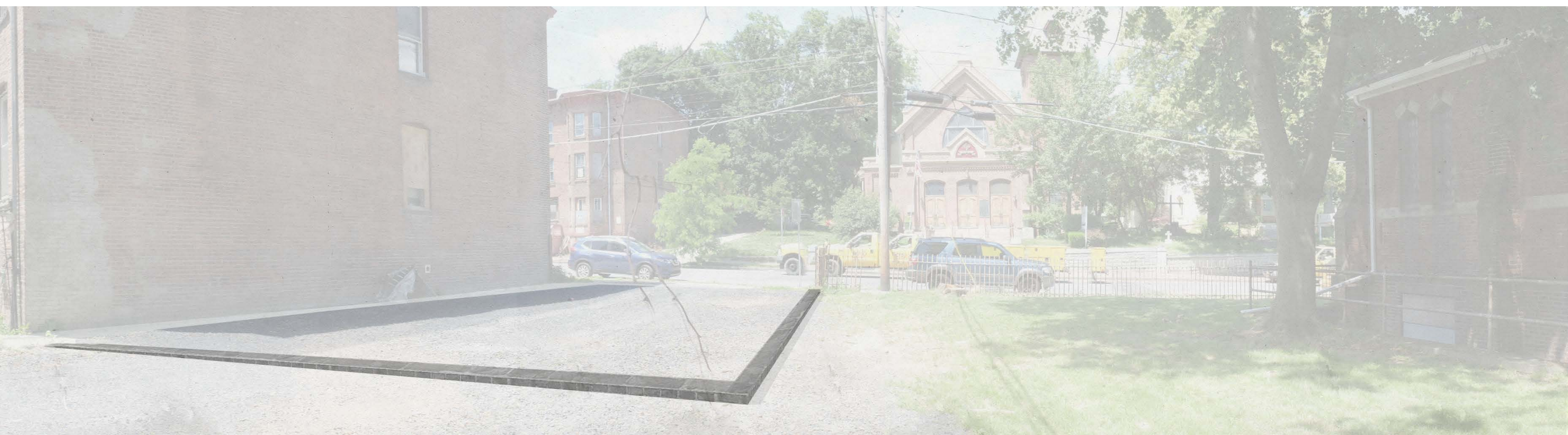
Picnic Table x 1



[SOCIAL LOT] 191 SOUTH ST. NEWBURGH

THE SOCIAL LOT:
Create a meeting space for the block and
the neighborhood with simple modular
outdoor elements and furniture.





Memorandum of Insurance

MEMORANDUM OF INSURANCE						DATE 12-Sep-2018	
This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=3535861. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.							
PRODUCER Marsh USA Inc. ("Marsh")				COMPANIES AFFORDING COVERAGE Co. A Pinnacle Consortium of Higher Education, a Vermont Reciprocal Risk Retention Group			
INSURED The Trustees of Columbia University 615 W 131st ST 3rd Floor, New York New York 10027 United States				Co. B Safety National Insurance Company			
				Co. C Genesis Insurance Company			
				Co. D PMA Insurance Company			
				Co. E Safety National Casualty Corporation			
				Co. F See Below			
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED		
A	GENERAL LIABILITY Commercial General Liability Occurrence	PCHE2018-02	01-Jul-2018	01-Jul-2019	GENERAL AGGREGATE	\$5,000,000	
					PRODUCTS - COMP/OP AGG	\$2,000,000	
					PERSONAL AND ADV INJURY	\$2,000,000	
					EACH OCCURRENCE	\$2,000,000	
					FIRE DAMAGE (ANY ONE FIRE)	\$2,000,000	
					MED EXP (ANY ONE PERSON)	\$2,500	
B	AUTOMOBILE LIABILITY Any Auto	CAE4057019	01-Jul-2018	01-Jul-2019	COMBINED SINGLE LIMIT	\$2,000,000	
					BODILY INJURY (PER PERSON)		
					BODILY INJURY (PER ACCIDENT)		
					PROPERTY DAMAGE		
C	EXCESS LIABILITY Umbrella Form	YUB301083K	01-Jul-2018	01-Jul-2019	EACH OCCURENCE	\$10,000,000	
					AGGREGATE	\$10,000,000	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)		
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		
					AGGREGATE		
D	WORKERS COMPENSATION / EMPLOYERS LIABILITY	201807 1238955A (AOS)	01-Jul-2018	01-Jul-2019	WORKERS COMP LIMITS	Statutory	
D		201807 1238955B (MA, MN)	01-Jul-2018	01-Jul-2019	EL EACH ACCIDENT	\$1,000,000	
					EL DISEASE - POLICY LIMIT	\$1,000,000	
					EL DISEASE - EACH EMPLOYEE	\$1,000,000	
E	Excess Workers' Compensation	Safety National SP 4058915	01-Jul-2018	01-Jul-2020		\$1,000,000	
F	Property	1041989	01-Jul-2018	01-Jul-2019		See Link in Additional Information Box	
A	Professional Liability	PCHE2018-02	01-Jul-2018	01-Jul-2019	\$2,000,000 each claim	\$3,000,000 aggregate	
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.							

MEMORANDUM OF INSURANCE		DATE 12-Sep-2018
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PRODUCER Marsh USA Inc. ("Marsh")	INSURED The Trustees of Columbia University 615 W 131st ST 3rd Floor, New York New York 10027 United States	
ADDITIONAL INFORMATION GENERAL LIABILITY ONLY - Any person(s) or organization(s) whom Columbia University has agreed, in a written contract or agreement, to name as an additional insured, is an automatic additional insured but only for the project or activity specified in that contract/ agreement. Policy Information Form - Columbia.pdf		
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.		

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SITE DEVELOPMENT AGREEMENT WITH LIBERTY CORNERS, LLC FOR
THE TRANSFER AND REDEVELOPMENT OF PROPERTY LOCATED
AT 41 LIBERTY STREET (SECTION 29, BLOCK 5, LOT 26)**

WHEREAS, the City of Newburgh wishes to redevelop the City-owned property located at 41 Liberty Street (the "Property"); and

WHEREAS, the City has issued a Request For Proposals ("RFP") for the development of the Property and received five (5) responses from developers interested in pursuing development projects on the Property; and

WHEREAS, a review committee has reviewed the responses to the RFP and recommended to City Council that Gregory Sgromo and Dina Schnellinger d/b/a Wedgewood Properties, LLC ("Wedgewood") be selected to develop the Property; and

WHEREAS, Wedgewood Properties, LLC has formed a new entity, Liberty Corners, LLC, for the purpose of entering into a site development agreement in order to acquire and redevelop the Property; and

WHEREAS, the parties have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto;

WHEREAS, this Council finds that the Property is not required for public and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to executed on behalf of the City of Newburgh the site development agreement with Liberty Corners, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the property at 41 Liberty Street.

DRAFT FOR COUNCIL CONSIDERATION
9/20/18

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

LIBERTY CORNERS LLC

DATED AS OF _____, 2018

Regarding:
41 Liberty Street, Tax ID 39-5-26
City of Newburgh, Orange County, New York

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SITE DEVELOPMENT AGREEMENT

This SITE DEVELOPMENT AGREEMENT ("Contract") dated _____, 2018 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("Seller" or "City") and Liberty Corners LLC, a New York limited liability company, having an address at 5800 Heritage Landing Drive, East Syracuse, NY 13057, NY ("Developer").

WITNESSETH:

WHEREAS, the City is the owner of the property located at 41 Liberty Street in the City of Newburgh, more accurately described as Section 39, Block 5, Lot 26 on the official tax map of the City of Newburgh, described in Section 3.01 hereof (the "Property"); and

WHEREAS, the Seller desires to provide for the redevelopment of the Property for mixed commercial and residential uses; and

WHEREAS, pursuant to a request for proposals, based on their representations as to qualifications, experience and financial capacity, the Seller selected the Developer to redevelop the Property; and

WHEREAS, the Developer has proposed to acquire the Property from the Seller for the purposes of developing the Property, and Seller desires to convey the Property to the Developer pursuant to the terms set forth in this Contract; and

WHEREAS, the Developer acknowledges that the Seller is conveying the Property subject to the terms and conditions set forth herein for the purpose of providing for the redevelopment of the Property in accordance with this Contract;

NOW THEREFORE, in consideration of mutual covenants herein contained and the payment of the sum of one dollar (\$1.00) by the Developer to Seller, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.01 Definitions. The terms set forth in this Section shall have the meanings ascribed to them for all purposes of this Contract, unless the context clearly requires otherwise.

"Approvals and Permits" shall mean, collectively, all approvals and permits from all governmental or administrative agencies or regulatory bodies having jurisdiction for the construction and operation of the redevelopment of the Property, including, without limitation, all site plan approvals, zoning variances, architectural review approvals, easement and franchise agreements, building permits, certificate of occupancy, and all applications for licenses, permits and permission

to construct and maintain all on-site and off-site improvements, curbcuts, roadway, mediate cuts and utility lines and services.

“Business Day” shall mean a day other than i) any Saturday, Sunday, or other day on which banks located in the City of Newburgh are authorized or required to be closed, or ii) any day on which the offices of the City of Newburgh are closed.

“Certificate of Occupancy” shall mean a temporary or permanent certificate of occupancy issued by the City of Newburgh Code Compliance Bureau.

“City” shall mean the City of Newburgh, a municipal corporation of the State of New York having a place of business at 83 Broadway, Newburgh, NY 12550, its successors and assigns.

“Claims” shall mean any and all claims (whether in tort, contract or otherwise), demands, liabilities, obligations, damages, penalties, costs, charges and expenses, for losses, damage, injury and liability of every kind and nature and however caused, and taxes, including, without limitation, reasonable fees of architects, engineers and attorneys, administrative or judicial actions, suits, orders, liens, notices, notice of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil.

“Closing Date” shall mean the date of closing of title pursuant to Section 3.

“Completion Deadline” shall mean the date which is set forth in Schedule “C”.

“Developer” shall mean Liberty Corners LLC or its successors and assigns to the extent permitted under Article 12 of this Contract.

“Earnest Money” shall mean the amount payable pursuant to Section 4.01(a).

“Force Majeure” shall mean acts of God, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the United States or any civil or military authority in the exercise of its police powers, other than the City; insurrection, civil disturbances, or riots; or impossibility of procuring materials.

“Governmental Authority” shall mean the United States, State of New York, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them having jurisdiction over the Property including, but not limited to the United States, the U.S. Environmental Protection Agency, or any state or local environmental protection agency.

“Housing Units” shall mean apartment unit intended to be occupied by a single person or family.

“Improvements” shall mean any buildings, structures, or other improvements, now or hereafter constructed or place upon, under or affixed to the Property, including without limitation any fixtures.

“Lending Institution” shall mean any insurance company, bank or trust company, college, university charitable institution or union, pension, profit or retirement fund or trust, governmental agency or fund, real estate investment trust, or other financial or lending institution whose loans on real estate or respect thereto are regulated by state or federal law, and which is not a Related Party to the Developer.

“Liens” shall mean any interest in real or personal property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term “Lien” includes reservations, exceptions, encroachments, projection, easements, right of way, including but not limited to, mechanics’, materialman’s, warehousemen’s and carriers’ liens and other similar encumbrances affecting real property. For purposes hereof, a Person shall be deemed to be the owner of real or personal property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes.

“Net Proceeds” shall mean so much of the proceeds with respect to which that term is used as remain after payment of all fees for the costs of adjustment and collection, services, expenses, and taxes (including reasonable attorneys’ fees) incurred in obtaining such proceeds.

“Person” shall mean an individual, partnership, corporation, trust, unincorporated organization or Government Authority.

“Plans and Specifications” shall mean the plans, specifications, drawings and related documents for the Improvements which shall be prepared by an architect or other design professional, as appropriate, and shall be as detailed as the plans required to be submitted to the building inspector of the City for purposes of obtaining a building permit, including at least a site plan, landscaping plan, drainage plan, pedestrian and vehicle ingress and egress, floor plan, utilities, water, sewer, exterior materials, colors and elevations, parking plan, and signage, including all amendments and modifications thereof made in accordance with the terms hereof.

“Project” shall mean the mixed use redevelopment of the existing building located on the Property for owner-occupied office space on the first floor, two, 1-bedroom apartments (one of which shall be occupied by Developer’s principals), and one 2-bedroom apartment.

“Project Lender” shall mean a Lending Institution that is the mortgagee of a Project Mortgage or financing construction of the Project.

“Project Mortgage” shall mean one or more mortgages on Developer’s interest in the Property and Improvements obtained from a Lending Institution, the proceeds of which are used for the development of the Project including, without limitation, soft costs, hard costs and financing costs related thereto and any refinancing by a Lending Institution.

“Property” shall mean the property described at Section 3.01 to be conveyed pursuant to this Contract.

“Purchase Price” shall mean the purchase price set forth in Section 4.01.

“Required Guarantee” shall mean an unconditional letter of credit issued by a New York or U.S. federal bank whose unsecured obligations are rated at least “A/IX”, in form and substance satisfactory to the Seller or a surety bond in form and substance satisfactory to the Seller.

“Substantially Complete” shall mean Developer’s receipt of all Approvals and Permits (as defined above) that, when considered in total, would allow Developer to pursue the project to its completion.

“Taxes” shall mean all taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Property or Improvements, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, school and city governments and of all other governmental authorities whatsoever.

“Title Insurer” shall mean any reputable title company or a member of the New York Board of Title Underwriters that is willing to approve and insure in accordance with a standard form title insurance policy.

SECTION 1.02 Interpretation. As used in this Contract, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular, as the context may require. References to sections or subsections herein shall mean the applicable section of subsection of this Contract, unless the context clearly requires otherwise.

ARTICLE 2 DEVELOPER’S REPRESENTATIONS

SECTION 2.01 Developer’s Representations. Developer makes the following representations and warranties to Seller in conjunction with the conveyance of the Property:

(a) Developer is a limited liability company duly formed and in good standing under the laws of the State of New York; is duly qualified to transact business in the State of New York; and has the requisite corporate power and authority to enter into this Contract, a Project Mortgage, and the closing documents to be signed by Developer. The execution, delivery and performance by Developer of such documents does not conflict with or result in a violation of Developer’s organizing documents or any judgment, order or decree of any court or arbiter to which Developer is a party or

by which it is bound. Such documents are valid and binding obligations of Developer, enforceable in accordance with their terms. There is no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer to perform its obligations under this Contract.

(b) Developer intends to proceed to seek the Approvals and Permits promptly following the execution of this Contract for the development and rehabilitation of the Property.

(c) Developer has the requisite financial capacity and technical expertise and is in all respects capable of constructing the Project prior to the Completion Deadline.

(d) The Project will be constructed to meet all requirements of Approvals and Permits and applicable requirements of any Governmental Authority having jurisdiction over the Developer, the Property, the Improvements or their use or operation.

(e) All certificates or statements furnished to the Seller by or on behalf of the Developer in connection with the transaction contemplated hereby are true and complete in all material respects.

(f) Developer will indemnify and hold harmless Seller, its successors and assigns, against any expenses or damages, including reasonable attorneys' fees, that Seller incurs because of the breach of any of the above representations and warranties, whether such breach is willful or otherwise, before or after Closing.

ARTICLE 3 CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

SECTION 3.01 Conveyance of Property. Upon satisfaction of the conditions precedent to conveyance set forth in Article 5 of this Contract, and subject to the further terms of this Contract, Seller shall convey to Developer and Developer shall purchase, at the price and upon the terms and conditions set forth in this Contract, the Property in the City of Newburgh, Orange County, which "Property" includes:

- (a) the real property located in Orange County and described in Schedule "A" attached hereto and made part hereof (the "Land");
- (b) all buildings and other improvements constructed or situated on the Land (collectively the "Improvements");
- (c) all right, title and interest currently held by the Seller, if any, in and to any and all strips and gores of land adjacent to or adjoining the Land, and all of the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damages to the Land by reason of a change of grade of any street or highway;

- (d) the appurtenances and all the estate and rights currently held by the Seller in and to the Land and Improvements;
- (e) all right, title and interest currently held by the Seller, if any, in and to the furniture, machinery, fixtures, equipment attached to or located on the Land or the Improvements (collectively referred to in the Contract as the "Equipment")

SUBJECT TO the further easements and rights of reverter reserved herein.

SECTION 3.02. Title; Permitted Exceptions. Seller shall convey fee simple title to the Property in accordance with the terms of this Contract, subject only to the following (collectively referred to as the "Permitted Exceptions"):

- (a) the matters set forth in Schedule "B" attached hereto;
- (b) the City's right of reverter set forth in Section 11.04 ; and
- (c) such other matters as the Title Insurer shall be willing, without special premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

SECTION 3.03 Closing. Except as otherwise provided in this Contract, the closing of title pursuant to this Contract (the "Closing") shall take place at 10:00 am on the date determined by the parties but in any event not later than thirty (30) days from the date that the Developer is issued a building permit for the Project, at the offices of the Corporation Counsel at City Hall, 83 Broadway, Newburgh, NY, or at such other date or location as may be agreed to by the parties (the actual date of the Closing being herein referred to as the "Closing Date").

ARTICLE 4 PURCHASE PRICE; ACCEPTABLE FUNDS

SECTION 4.01 Purchase Price; Down Payment. The purchase price (the "Purchase Price") to be paid by Developer for the Property shall be one hundred five thousand and 00/100 dollars (\$105,000.00), payable as follows:

- (a) The Developer shall pay to the Seller a down payment of twenty-one thousand and 00/100 dollars (\$21,000.00) (the "Earnest Money") upon the full execution of this Contract, which Earnest Money shall be non-refundable, except to the extent provided in Section 5.01 and Section 7.02).
- (b) The Developer may apply the Earnest Money as a credit toward the Purchase Price at Closing.

SECTION 4.02 Acceptable Moneys. All monies payable under this Contract, unless otherwise specified in this Contract shall be paid by:

- (a) Certified checks of the Developer on behalf of the Developer or any person making a purchase money loan to the Developer drawn on any bank, savings bank, trust company or

savings and loan association having a banking office in the State of New York, payable to the order of the Seller; or

- (b) Official bank checks drawn by any such banking institution, payable to the order of the Seller.

ARTICLE 5 CONDITIONS PRECEDENT

SECTION 5.01 Conditions to Developer's Obligation; Right to Terminate. In addition to the conditions otherwise set forth herein, the Developer's obligations to purchase shall be contingent upon the following condition:

- (a) Prior to conveyance of the Property, the Developer shall have the option to terminate this Contract, and receive a refund of the Earnest Money, on or before the Closing Date if despite Developer's best efforts, Developer is unable to obtain all approvals necessary to receive a Building Permit for the Project. Best efforts shall include, but not be limited to, receipt on or before twelve (12) months after the date of this Contract of a complete site plan approval for the Project from the City of Newburgh Planning Board, any variances (if applicable) from the City of Newburgh Zoning Board of Appeals, and any approvals (if applicable) from the City of Newburgh Architectural Review Commission..
- (b) Developer shall be deemed to have waived such contingency if written notice is not given to Seller no fewer than twenty (20) days prior to the Closing Date.

SECTION 5.02 Conditions to Seller's Obligations. In addition to the conditions otherwise set forth herein, Seller's obligations to convey the Property shall be contingent upon the following conditions:

- (a) Developer shall have paid the Purchase Price as provided in Article 3 of this Contract.
- (b) Developer shall have deposited all Required Guarantees required by this Contract.
- (c) Developer shall have furnished the Seller with a certified statement of the total development cost of the Project and evidence reasonably satisfactory to the Seller that the Developer has adequate financing to complete the Project. The Developer shall have obtained all required Approvals and Permits for the Project.
- (d) The Developer shall have submitted Plans and Specifications prepared by the Architect or Engineer and a certificate of the Architect or Engineer that such Plans and Specifications are consistent with all Approvals and Permits.
- (e) The Developer shall not be in default in any other fashion pursuant to the terms of this Contract.

SECTION 5.03 Seller's Right to Terminate. Seller shall have the right to terminate this Contract by written notice to the Developer, but without any obligation to refund the Earnest Money, if all of the conditions precedent to conveyance set forth in Section 5.01 have not been satisfied by the Closing Deadline. Seller shall use reasonable discretion in determining whether any of said conditions have (or have not) been satisfied.

SECTION 5.04 Termination of Contract. Upon termination by either party, this Contract shall be null and void, and no action, claim or demand may be based on any term or provision of this Contract, other than Sections 6.03 (Indemnity) and 9.05(e) (Environmental Indemnity).

ARTICLE 6 COVENANTS

SECTION 6.01 Developer's Covenants. In addition to the agreements otherwise set forth herein, Developer makes the following covenants for the benefit of Seller.

(a) Design and Approvals:

- i. Developer will prepare a project design for the Project and submit Plans and Specifications to the appropriate land use boards for review and approval prior to the Closing Date.
- ii. Developer will use its best efforts to obtain land use board(s) approval for the Project prior to the Closing Date and obtain any other Approvals and Permits for the Project at least 30 days prior to the Closing Date.

(b) Completion Deadline:

- i. Developer will complete the construction of the Project no later than the Completion Deadline.

(c) Construction. In construction of the Project, Developer:

- i. Shall at its own cost and expense obtain all Approvals and Permits;
- ii. Shall comply with all requirements of Governmental Authorities applicable to the construction and installation of the Improvements;
- iii. Shall have received Seller's prior written approval, not to be unreasonably withheld, of all architects, engineers and general contractors to be engaged in the planning, design, and construction of the Public Improvements, which prior written approval of Seller will not be given, apart from any other considerations, unless such architects, engineers, and contractors specifically agree to complete their work for Seller, at Seller's request, in the event of Developer's default.
- iv. Shall perform the construction and installation of the Project expeditiously, in compliance with the Plans and Specifications, in a good and workmanlike manner and in accordance with the provisions of this Contract.
- v. Shall pay all proper accounts for work done or materials furnished under all contract which it has entered into relating to the construction of the Project.
- vi. If any Lien is filed or asserted, including, without limitation, any Lien for the performance of any labor or services or the furnishing of materials, whether or not valid, is made against the Property or any part thereof in the interest therein of the Seller, or the interest therein of a Party under this Contract,

other than Liens for Taxes not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by this Section, the Developer forth with upon receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) shall give written notice thereof to Seller and, except where the validity of such Lien is being contested in accordance with the provisions of this Section, take all action (including the payment of money and/or the securing of a bond) at its own expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Contract shall be construed as constituting the express or implied consent to or permission of the seller for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against Seller's interest in the Property. The Developer may at its sole expense contest, after prior written notice to the Seller, by appropriate action conducted in good faith and with due diligence in the amount or validity or application, in whole or in part, of any Lien, if (i) such proceeding shall suspend the execution or enforcement of such Lien against the Property or Improvements or any part thereof or any interest therein, or in this Contract, of the Sell or Developer or against any of the rentals or other amounts payable under this Contract, (ii) neither the Property or Improvements nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (iii) Seller would not be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (iv) the Developer shall have furnished such security, if any, as may be required in such proceedings; if such proceeding could result in the Seller being in any reasonable danger of civil liability, including accrual of interest, fines and/or penalties, (y) the Developer shall deliver a written confirmation to the Seller that the Developer shall indemnify and hold the Seller harmless from any claims, liabilities, costs or expenses as may derive with respect thereto, and (z) the Developer shall provide to the Seller such security as the Seller may reasonably require.

- vii. At the written request of the Seller, the Developer shall provide all reasonable information as may be requested with respect to any Lien, the status thereof, the amount in dispute, and the action taken or proposed to be taken by the Developer in connection therewith.

SECTION 6.02 Seller's Covenants. Seller covenants that it will comply with the following covenants between the date of this Contract and the Closing, unless this Contract is earlier terminated in accordance with its terms:

- (a) The Seller shall not encumber the Property or enter into any lease or other occupancy agreement therefor, without the prior written consent of the Developer.

- (b) The Seller shall allow for Developer or Developer's representatives access to the Property upon reasonable prior notice pursuant to Section 12.09 of this Contract.
- (c) The Seller shall cooperate when reasonably requested by Developer, at Developer's expense, in connection with any application for planning or other regulatory approvals necessary in connection with the contemplated use of the Property for the Project, subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall at all times indemnify and hold the Seller harmless from and against and all Claims which may be imposed upon, incurred by or asserted against the Seller other than losses arising from the negligence or willful misconduct of the Seller arising during the term of this Contract upon or about the Property or resulting from, arising out of, or in any way connected with (1) the funding of the costs of the Project; (2) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project or any part thereof or the effecting of any work done in or about the Property; (3) any defects, whether latent or patent, in the Improvements; (4) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Improvements or any portion thereof; or (5) any act or omission of Developer or any of its agents, concessionaires, contractors, servants, employees, tenants, or invitees, including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Contract. The Developer shall require any of its Permittees who perform construction work on the Property to agree to indemnify the City and Developer for Claims with respect to the Permittee's scope of work, excluding negligence or willful misconduct of the party to be indemnified. If any action or proceeding is brought against Seller because of any one or more of the Claims as set forth in this Section, Developer, at its sole cost and expense, upon written notice from Seller, shall defend that action or proceeding by competent counsel acceptable to Seller.

ARTICLE 7

OBJECTION TO TITLE, FAILURE TO PERFORM

SECTION 7.01 Developer to Deliver Title Report. Developer shall cause a copy of an updated title report from the Title Insurer to be forwarded to Seller within thirty (30) days of the date hereof. Seller shall be entitled to a reasonable period of time of not less than one hundred eighty (180) days to remove any defects in or objections to title caused by Seller and noted in such title report. For express purposes of this Section, any objections by Developer or a Title Insurer with respect to Seller's tax foreclosure proceedings shall not be deemed valid or actionable objections to title, provided that Seller can demonstrate compliance with Article 11 of the New York State Real Property Tax Law.

SECTION 7.02 Developer's Right to Terminate. If Seller is unable to cause title to the Project to be conveyed at the Closing in accordance with the provisions of this Contract, Developer may elect to accept such title as Seller may be able to cause to be conveyed. If Developer shall not so elect, Developer may terminate this Contract upon thirty (30) days' notice to Seller and Seller shall be obligated to return the Earnest Money to Developer. Upon such termination, the Contract

shall be null and void and the parties hereto shall be relieved of all further obligations and liability except that the provisions of Section 9.05(e) and Section 6.05 shall survive the closing.

ARTICLE 8 DESTRUCTION, DAMAGE OR CONDEMNATION

SECTION 8.01 General Obligations Law to Control. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Contract.

ARTICLE 9 SITE CONDITIONS; INVESTIGATIONS; APPROVALS

SECTION 9.01 As-Is Condition. The Seller is conveying the Property in “as is” condition. The Seller expressly disclaims any warranties or representations whatsoever including without limitation soil conditions, the existence of below-grade foundations (whether or not concealed), environmental conditions, air-quality, or the location of existing underground utilities. Any costs related to abnormal conditions or quality of the subsoil, or to the improvement of the subsoil, or to demotion and removal of any abandoned utilities or improvements, or to the construction of new utilities, or related to hazardous soil conditions in any way whatsoever, will be the responsibility of the Developer.

SECTION 9.02 No Representations. No representation, statement or warranty, express or implied, has been made by Seller as to the condition of the Property, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations. Developer assumes all responsibility for compliance with such use regulations, and Seller shall have no liability or responsibility for any defect in the Property or for any limitations upon the use of the Property.

SECTION 9.03 Developer to Obtain Approvals. Developer, at its sole expense, shall take all actions that it reasonably deems necessary to obtain, and shall make and diligently prosecute all applications for Approvals and Permits. Nothing in this Contract shall be construed as the consent, request, approval, or agreement of Seller, express or implied, by inference or otherwise, to any applications for Approvals and Permits made by Developer to any agency or body of the City, nor any agreement or contract to change, amend, modify, or alter any local law, code, or ordinance of the City or any agency or body of the City. The failure by Developer to receive any Approvals and/or Permits from Seller, other body of the City, and/or public agency, shall not be a valid basis for claiming Seller default pursuant to the terms of this Agreement.

SECTION 9.04 Zoning and Planning Approvals.

- (a) Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the zoning code and/or area or use variances. In the event of any proposed modifications by the Developer to the proposed Project, the Developer understands that the granting of such requests is within the discretion of the applicable governmental body and that nothing in this Contract obligates the City, the Seller, or any

other governmental body to provide for such approvals. The Project must be in conformance with all applicable zoning requirements as they may be so amended.

- (b) If Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason(s) related to grant of approvals from the City of Newburgh Planning Board, Zoning Board of Appeals, and/or Architectural Review Commission, Developer may request an extension of time to receive any Approvals and Permits required to complete the Project. Developer must make said request in writing. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time for a period not to exceed, three (3) months. Any additional request(s) thereafter shall be made in writing and placed before the City Council for its consideration.

SECTION 9.05 Environmental and Soil Investigation and Testing.

- (a) Seller grants to Developer the right to conduct an examination to obtain a report or reports by a qualified consultant or consultants (the "Consultants") concerning the presence of any (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or operator(s) of the Property; or (iv) such other soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by an Governmental Authority which must approve any aspect of the development of the Project.
- (b) Developer may terminate this Contract on or before 180 days after the date of this Contract (but without the right to receive a refund of the Earnest Money) in the event such report indicates the presence of any such matters. Developer shall provide a copy of any such report to Seller.
- (c) Such investigation and testing may include, without limitation, (i) site inspection; (ii) drilling, core sampling, taking of samples for analysis, installing, monitoring and testing devices; (iii) interviews of present occupants of the Property; (iv) a review of public records concerning the Property and other properties in the vicinity of the Property; and (v) a review of aerial photographs of the Property and other evidence of historic land uses.
- (d) The investigation and testing any be performed at any time or times, except that entry upon the Property shall be on reasonable notice and under reasonable conditions to Seller. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing, including drilling, core sampling, and the taking of such other samples as may be necessary to conduct the investigation and testing as required in the opinion of the Consultants. The Consultants may install, and monitor such testing and sampling devices as in their opinion are reasonable and necessary. Seller shall have the right to be present during all testing and sampling and survey work.
- (e) Developer shall pay all costs and expenses of such investigation and testing, and Developer shall indemnify and hold Seller harmless from and against all costs and liabilities relating to Developer's activities. Developer shall further repair and restore any damage to the Property caused by or occurring during Developer's investigation and testing and return the Property to substantially the same condition as existed prior to such entry. Developer and

Consultants shall provide evidence of insurance satisfactory to Seller prior to having access to the site.

ARTICLE 10 CLOSING OBLIGATIONS; APPORTIONMENTS

SECTION 10.01 Seller's Closing Obligations. At the Closing, the Seller shall deliver the following to the Developer:

- (a) A quitclaim deed, including the covenant required by Section 13 of the Lien Law, properly executed and in proper form for recording so as to convey the title required by this Contract (including without limitation the right of reverter/re-entry set forth in Section 11.04).
- (b) A bill of sale conveying, transferring and selling to Developer all right, title and interest of the Seller in and to any Equipment (if applicable).
- (c) A non-foreign affidavit ("FIRPTA Affidavit"), properly executed and in recordable form, containing such information as shall be required by Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations issued therefor.
- (d) Such affidavits as Developer's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the Seller's name, provided that such affidavits are provided to Seller no later than one (1) week prior to Closing.
- (e) A designation agreement designating the "reporting person" for purposes of completing IRS Form 1099-S.
- (f) Subject to Permitted Exceptions, possession of the property in the condition required by this Contract.

SECTION 10.02 Developer's Closing Obligations. At the Closing, Developer shall:

- (a) Deliver to Seller the portion of Purchase Price payable at Closing.
- (b) Cause the deed to be recorded, duly complete all required real property transfer tax returns and cause necessary payments for recording to be delivered to the appropriate officers at Closing.
- (c) Deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.
- (d) Provide an Affidavit from a natural person with authority to act on Developer's behalf that provides the name(s), address(es), contact phone number(s), of the members or shareholders (as the case may be) of the entity taking title to the Property.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities (as applicable) with respect to the Property will be apportioned as of the date of Closing Date. Water/Sewer charges and sanitation fees will be paid by the Seller as of the Closing Date.

ARTICLE 11 DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

- (a) Termination of Contract by Seller. Upon the occurrence of any material default under this Contract by Developer, or upon default under any Related Contract, Seller may, at its option, or any time thereafter, give written notice to Developer specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall be not less than ten (10) business days after the date of such notice. Upon the date specified in the notice if said default remains uncured, this Contract and all rights of Developer under this Contract shall terminate. Time shall be of the essence to close as of the date specified in said notice, regardless of whether said notice provides “time is of the essence” language. The termination of this Contract does not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.05 of this Contract, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages.. The termination of this Contract and the retention of the Earnest Money will be the sole remedy available to Seller for such default by Developer and Developer will not be liable for damages or specific performance.
- (b) Termination by Developer. Upon the occurrence of any default by Seller, Developer may, at its option, at any time thereafter, give written notice to Seller specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall not be less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract shall terminate. The termination of this Contract shall not relieve the Developer of its liability and obligations under Section 9.05(e) and Section 6.05 of this Contract, which shall survive. If Seller defaults under this Contract, this provision does not preclude Developer from seeking specific performance of this Contract. Developer shall have no right to seek damages from Seller for Seller’s defaults hereunder. Any costs or expenses incurred by Developer pursuant to this Contract shall not be recoverable in any lawsuit by Developer, in law or in equity.

SECTION 11.02 Force Majure. If Seller or Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason of Force Majure, performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days from the date of the Force Majure event) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (but not to exceed ninety (90) days), provided the party delayed shall give the other party notice and full particulars of the Force Majure within ten (10) days after the Force Majure event occurred. The provisions of this Section shall not excuse Developer from the prompt payment of amounts due under this Contract or any Related Contract.

SECTION 11.03 Cumulative Rights and Remedies. Each right and remedy under this Contract shall be cumulative and shall be in addition to every other right or remedy provided for in this Contract or not or hereafter existing at law or in equity or by statute or otherwise, and the

exercise by Seller of any one or more of those rights or remedies shall not preclude simultaneous or later exercise by Seller or any or all other rights or remedies Seller may have.

SECTION 11.04 City's Right of Reverter/Re-Entry.

- (a) The Property shall be developed in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Developer is required to rehabilitate any building on the Property and bring it into compliance with all State, County and Local standards for occupancy within eighteen (18) months of the date of the deed. Within such eighteen (18) month time period the Developer must: obtain a Certificate of Occupancy or Certificate of Compliance from the City of Newburgh Code Compliance Bureau for all buildings on the Property. The deed shall require the Developer to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the Developer 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, upon ten (10) business days' notice to Developer and in compliance with Section 612 of the Real Property Actions and Proceedings Law of the State of New York, 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 or entity before a Certificate of Occupancy or Certificate of Compliance is issued and another other reasonable terms/conditions that Seller deems necessary to protect its interest herein.
- (b) The Parties recognize that Project development and rehabilitation costs may be substantial, and that Developer may seek the financial assistance of a lender to complete the Project. In the event that Developer seeks lender financing to assist in the completion of the Project, and Developer's lender conditions its financial assistance on the subordination of the City's Right of Reverter/Re-Entry to the lender's loan terms, Developer shall provide a written notice from Developer's lender outlining the terms of the loan commitment. Upon receipt of said notice and upon being provided documents that create an adequate alternative to protecting the City's interests herein, the City Manager may, in his sole discretion, execute documents and enter into any agreements with Developer or Developer's lender in order to effectuate the grant of a lending facility to Developer. However, Developer's failure to obtain financing for any reason, including failure to obtain Seller's consent to subordinating its interests herein, shall not be cause for Default or Seller's breach pursuant to this Contract.

ARTICLE 12
MISCELLANEOUS PROVISIONS

SECTION 12.01 Assignment and Subletting. The Developer and Seller agree that the Developer has been selected by the Seller based on unique and specific qualifications relating to the development of the Project. Prior to the Closing Date, the Developer shall not sell, assign, mortgage or transfer any interest in the Property or this Contract without the prior written consent of the Seller, which shall be at the discretion of the Seller. Notwithstanding, any such assignment, Developer shall remain responsible for the covenants set forth in Article 6. Developer shall be the

managing partner or controlling shareholder of any transferee. Any transferee shall have the qualifications and financial responsibility necessary in the determination of the Seller to assure compliance with the obligations of the Developer herein. Any transferee, by instrument in writing satisfactory to the Seller and in recordable form, shall, for itself and its successors and assigns, have assumed all of the obligations of the Developer under this Contract and agreed to be subject to all conditions and restrictions herein.

SECTION 12.02 Entire Agreement; Amendment. This Contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or termination except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

SECTION 12.03 No Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

SECTION 12.04 Governing Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflict of laws.

SECTION 12.05 Recording. Either party shall have the right to record, at its own expense, a memorandum of this Contract.

SECTION 12.06 Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

SECTION 12.07 Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

SECTION 12.08 Severability. In the event that any of the provisions, or portions, or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Developer shall negotiate an equitable adjustment in the provision of this contract with a view toward effecting the purpose of this contract, and the validity and enforceability of the remaining provisions or portions, or applications thereof, shall not be affected thereby.

SECTION 12.09 Notices. All notices required or permitted under this Contract shall be in writing and shall be delivered personally, sent by a nationally recognized reputable overnight delivery service, or sent by certified mail, postage prepaid, return receipt requested, addressed to the following addresses. Notices shall be deemed effective on the earlier of the date of receipt or three business days after the date of mailing. Any party may change its address for the service of notice to

the other parties as provided herein or as Developer or Seller shall otherwise have given notice as herein provided.

Developer as follows:

Liberty Corners LLC
Attention: Gregory Sgromo
5800 Heritage Landing Drive
East Syracuse, NY 13057

with a copy to:
Germain & Germain, LLP
Attention: Neil Germain, Esq.
6800 East Genesee Street
Fayetteville, New York 13066

Seller as follows:

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

With a copy to

Corporation Counsel
Attn: Michelle Kelson
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

SECTION 12.10 No Broker. The parties warrant and represent to each other that no broker brought about, or participated in, this Contract or transaction. Seller and Developer shall indemnify and hold one another harmless against all liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction.

SECTION 12.11 No Partnership or Joint Venture. This Contract does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship

between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as a to new, specifically defined legal relationship.

SECTION 12.12 Obligations of Governmental Agencies. Notwithstanding any statement or representation to the contrary contained herein or in any of the other implementing agreements, the obligations and agreements of the Seller contained herein and in the other implementing agreements and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall be deemed the obligations and agreements of the Seller, and not of any member, officer, agent or employee of the Seller in her or her individual capacity, and the members, officers, agents and employees of the Seller shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.14 Withdrawal of Offer. This Contract shall be deemed withdrawn unless accepted by Seller and a fully executed counterpart of this Contract returned to Developer on or before October 24, 2018 (said date being 30 days from City Council approval).

SECTION 12.15 Further Assurances. The Parties hereto agree to make, execute and deliver all further instruments and documents reasonably necessary or proper to fully effectuate the terms, covenants and provisions of this Contract.

SECTION 12.16 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

SECTION 12.17 Waiver of Trial by Jury. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT.

SECTION 12.18 Jurisdiction. The Parties each submit to personal jurisdiction in the State of New York in any action or proceeding arising out of this Contract and, in furtherance of said Contract, each Party agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over each Party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of New York, Orange County, and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each Party as provided for in the New York State Civil Practice Laws and Rules.

SECTION 12.19 Authority. The Parties represent that that they are duly authorized to enter into this Contract and to execute any and all documentation necessary to effectuate the terms contained herein, and have each taken all requisite action to obtain such authorization. All references to the Parties in this Contract shall be deemed to also be references to such officers or

employees or other designees of the Parties as may be appropriate to implement the terms of this Contract

SECTION 12.20 Non-waiver. No failure or delay of any Party in the exercise of any right or remedy given to such Party hereunder, or the waiver by any Party of any condition hereunder for its benefit shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by any Party of any other breach hereunder or failure or refusal by the other Party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

SECTION 12.21 Counterparts. This Agreement may be executed in counterparts by original or copy, each of which shall constitute one and the same instrument.

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[Signature Page to Follow]

Signature Page, Site Development Agreement
City of Newburgh to Liberty Corners LLC
Premises: 41 Liberty Street, Newburgh, New York

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Seller: CITY OF NEWBURGH

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

Developer: Liberty Corners LLC

By: _____
Gregory Sgromo, Authorized Member

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

On the _____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

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

On the _____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory Sgromo, 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 her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as 41 Liberty Street, being more accurately described as Section 39, Block 5, Lot 26 on the Official Tax Map of The City of Newburgh.

SCHEDULE "B"
PERMITTED EXCEPTIONS

1. Any and all easements for utilities, both public and private, sewers, water lines, streets, and rights-of-way are of record;
2. Such easements, covenants, reservations, encumbrances or restrictions as are of record;
3. All provisions of any zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, and any and all other provisions of municipal ordinances, regulations or public laws;
4. Real estate taxes, assessments, or school taxes that are a lien but not yet due and payable;
5. Any state of facts a survey or personal inspection of the premises would disclose;
6. The right of reverter/re-entry described in Section 11.04 of this Contract.

SCHEDULE "C"
PROJECT AND DEVELOPMENT DEADLINES

1. Within thirty (30) days of the execution of this Contract, the Developer shall submit a site plan application to the City of Newburgh Planning Board.
2. That no longer than nine (9) months from the execution of this Contract, the Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.
3. That no longer than twelve (12) months from the execution of this Contract, the Developer shall have commenced construction of the Project.
4. That no longer than eighteen (18) months from the Closing Date set forth in Section 3 of this Agreement, Developer shall have completed construction of the Project and received a Certificate of Occupancy from the Code Compliance Bureau of the City of Newburgh.

SCHEDULE "D"
PROPOSED DEED

THIS INDENTURE, made the _____ day of _____, in the year two thousand

BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, party of the first part, and

_____, having an address of _____, party of the second part.

WITNESSETH, that the party of the first part, in consideration of \$_____.00 paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as _____, in the City of Newburgh and being more accurately described as Section ____, Block ____, Lot ____ on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record, provided any covenants and restrictions that are not of record have been disclosed to the party of the second part prior to the recording of this deed, existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING the same premises indicated as In Rem No.: _____ in a deed from _____ to The City of Newburgh, dated _____, and recorded in the Orange County Clerk's Office on _____ in Liber _____ of Deeds at page _____.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.

The party of the second part expressly covenants and agrees that:

(1) within eighteen (18) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and City

building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy, evidencing compliance with all said statutes, codes, rules, and regulations set forth herein, for all buildings and structures located on the property. If a Certificate of Occupancy has not been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within eighteen months after the date of this deed, either make such building or structure fit for the use set forth in such Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of eighteen (18) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh an inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector. Nothing to the contrary herein withstanding any and all rights of the party if the first to reconveyance as set forth in this deed shall cease upon the issuance of a Certificate of Occupancy by the Building Inspector;

(3) prior to the issuance of a Certificate of Occupancy or Compliance, as provided in the covenant set forth in paragraph (2) above, the party of the second part shall not sell, convey, assign or lease the property described in this deed or any part thereof, except to the party of the first part as provided in paragraph (4) below;

(4) at the end of eighteen (18) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

(5) if, at any time after delivery of this deed, it is determined that the covenant contained in paragraph (3) above has not been complied with, the party of the second part and his grantee, assign, or successor in interest shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part.

The covenants set forth in the preceding paragraphs shall constitute covenants running with the land and shall without regard to technical classification or designation, legal or otherwise, be to the fullest extent binding for the benefit of, in favor of and enforceable by the party of the first part, its successors and assigns against the party of the second part, his successors and assigns and every successor in interest to the property described in this deed or any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants set forth in this deed, the party of the first part shall have the right to re-enter and take possession

BY:_____

Title:

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the _____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

RESOLUTION NO.: _____-2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO SAMANTHA PROPERTIES OF NEW YORK, LLC
TO THE PREMISES KNOWN AS 76 WEST STREET
(SECTION 20, BLOCK 1, LOT 53)**

WHEREAS, on February 28, 2018, the City of Newburgh conveyed property located at 76 West Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 20, Block 1, Lot 53, to Samantha Properties of New York, LLC; and

WHEREAS, Ms. Porreca, Sole Member of Samantha Properties of New York, LLC, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; 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 76 West Street, Section 20, Block 1, Lot 53 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 February 28, 2018, from THE CITY OF NEWBURGH to SAMANTHA PROPERTIES OF NEW YORK, LLC, recorded in the Orange County Clerk's Office on March 16, 2018, in Liber 14375 of Deeds at Page 883 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: _____, 2018

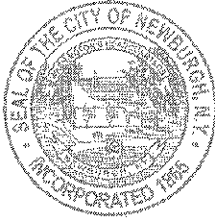
THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____ -2018

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO: _____



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

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

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

MEETING DATE: September 8, 2018

SUBJECT: 76 West Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 76 West Street owned by Samantha Properties LLC., I conducted an inspection of the property on 9/7/2018 and reviewed the building file in the office. Below are my findings:

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

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

There are no open permits.

There is a valid Certificate of Occupancy on file dated 6/10/1986 for a Single Family Dwelling.

Thank you.



RESOLUTION NO.: _____-2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO EDITH VASQUEZ
TO THE PREMISES KNOWN AS 124 WILLIAM STREET
(SECTION 44, BLOCK 3, LOT 18)**

WHEREAS, on January 8, 1993, the City of Newburgh conveyed property located at 124 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 44, Block 3, Lot 18, to Edith Vasquez; and

WHEREAS, the premises has subsequently been conveyed multiple times; and

WHEREAS, the current owner, Newburgh Community Land Bank, has requested a release of the restrictive covenants contained in the deed to Edith Vasquez; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 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 124 William Street, Section 44, Block 3, Lot 18 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated January 8, 1993, from THE CITY OF NEWBURGH to EDITH VASQUEZ, recorded in the Orange County Clerk's Office on September 1, 1993, in Liber 3880 of Deeds at Page 215 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: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RESOLUTION NO. _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 235 CARPENTER AVENUE (SECTION 7, BLOCK 8, LOT 13)
SOLD AT PRIVATE SALE TO ARBIA SWINDELL**

WHEREAS, by Resolution No. 39-2018 of February 12, 2018, the City Council of the City of Newburgh authorized the conveyance of property known as 235 Carpenter Avenue (Section 7, Block 8, Lot 13) to Arbia Swindell; and

WHEREAS, the City Manager granted the sixty (60) day allotted extension to close title on said premises on or about June 20, 2018; and

WHEREAS, due to continuing circumstances, specifically outstanding title issues, Mr. Swindell, is requesting an additional extension of time to close; and

WHEREAS, this Council has determined that granting the requested extension 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 an extension of time to close title for the property located at 235 Carpenter Avenue is hereby authorized until October 31, 2018.

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 81 HENRY AVENUE (SECTION 48, BLOCK 9, LOT 7)
AT PRIVATE SALE TO WILDER ERAZO FOR THE AMOUNT OF \$52,000.00**

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 81 Henry Avenue, being more accurately described as Section 48, Block 9, Lot 7 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has 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 buyer 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 purchaser 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 December 28, 2018, 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>
81 Henry Avenue	48 - 9 - 7	Wilder Erazo	\$52,000.00

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

81 Henry Avenue, City of Newburgh (SBL: 48-9-7)

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 **2018-2019**, 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 **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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.
11. 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.
12. 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.
13. 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.
14. 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.**
15. 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.

16. 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.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the 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.
18. 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.
19. 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.
20. 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.
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 **\$5,000.00** 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.

Property Proposal Summary

Location: 81 Henry Avenue (on the south side between Monument and South Lander)

Tax Map Number: 48-9-7

Property Class: 210 – One-Family Residence

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

Description: 2-story detached building. Year built: 1920+/-; 1320sf plus a partially finished basement area; detached garage in poor condition; lot size—50 x 100.

Condition: Fair

Assessed Value: \$104,200

Estimated Annual Taxes: \$ 5,285 +/-

Selling Price: \$ 69,900

The city acquired this property: October 2012

Offer Information:

Name: Wilder Erazo

Offer Price: **\$ 52,000**

Construction Estimate: \$ 25,000 +/-

Proof of Financing: Wells Fargo; funds from his mother, Adelina Cazanga

Comment:

The purchaser currently in Connecticut but wants to relocate to Newburgh. This home will be his primary residence. The buyer and his family are in the construction trades. His repair estimate might appear low, but he will be doing much of the work himself or with the assistance of other family members. This home, though recently occupied, has some deferred maintenance items that need to be addressed. This buyer seems well equipped to make those repairs.





Interior Photos



Proposal Form

Contact Information:

Name: Wilder Erazo
Business Name (If Applicable): _____
Address: 84 Gray Rock Rd
City, State & Zip: Bridgeport CT 06609
Home phone: N/A
Business Phone: 475-243-9017
Mobile Phone: 845-245-7435
E-mail: Alex4681WC@gmail.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 _____ (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 X N/A _____ (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.): None

Are you current on all municipal obligations (taxes, water charges, etc.)? N/A
Yes _____ No _____ (attach explanation) N/A _____ (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? N/A
Yes _____ (attach explanation) No _____ N/A _____ (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: 87 Henry St - Newburgh NY 12550

S-B-L#: 48 - 9 - 7

Type of Project:

☒ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units)

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

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

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ 52,000

(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 ☒ 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: \$ \$25,450

Who will be doing the work? ☒ 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.)	81 Henry Avenue Newburgh - NY 12550	
Role (i.e. owner, partner, general contractor, architect, investor.)	owner	
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Rehabilitation	
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	\$30,000	
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation	
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	No	

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 ☒

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".

Wilder A. Erazo
Signature

8/27/18
Date

Wilder Erazo
Print Name

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550

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	October-18	\$1,500.00	\$800.00	\$2,300.00
GUTTERS/DOWNSPOUTS	October-18	\$500.00	\$400.00	\$900.00
WINDOWS	October-18	\$1,700.00	\$500.00	\$2,200.00
DOORS	October-18	\$250.00	\$100.00	\$350.00
SIDING/TRIM/EXTERIOR PAINTING	October-18	\$500.00	\$1,000.00	\$1,500.00
FOUNDATION				\$0.00
STEPS, PORCHES, DECKS	October-18	\$1,000.00	\$1,000.00	\$2,000.00
LANDSCAPING	October-18	\$100.00	\$100.00	\$200.00
OTHER: Garage Roof	October-18	\$500.00	\$300.00	\$800.00
EXTERIOR REPAIR SUBTOTAL		\$6,050.00	\$4,200.00	\$10,250.00
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	October-18	\$500.00	\$200.00	\$700.00
REMEDIATION - LEAD AND/OR ASBESTOS				\$0.00
HEATING SYSTEM (FURNACE) - SERVICING	October-18	\$300.00	\$200.00	\$500.00
HOT WATER HEATERS	October-18	\$500.00	\$100.00	\$600.00
PLUMBING (replace main sewer line out)	October-18	\$1,000.00	\$500.00	\$1,500.00
ELECTRIC				\$0.00
BATH(S)	October-18	\$1,500.00	\$500.00	\$2,000.00
KITCHEN(S)	October-18	\$2,500.00	\$1,000.00	\$3,500.00
INSULATION/DRYWALL	October-18	\$500.00	\$500.00	\$1,000.00
INTERIOR DOORS				\$0.00
TRIM/INTERIOR PAINTING	October-18	\$2,000.00	\$1,000.00	\$3,000.00
FLOORING	October-18	\$1,000.00	\$1,000.00	\$2,000.00
OTHER:				\$0.00
INTERIOR REPAIR SUBTOTAL		\$9,800.00	\$5,000.00	\$14,800.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				\$0.00
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)			0%	\$0.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)				\$25,050.00

Wells Fargo Combined Statement of Accounts

Primary account number: 9370557390 ■ July 10, 2018 - August 7, 2018 ■ Page 1 of 6

WELLS
FARGO

DCDP31DTAR 001516



WILDER ERAZO
MIRIAM MORAN-CRUZ
84 GREY ROCK RD
BRIDGEPORT CT 06606-1412

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-742-4932

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (348)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	☒	Direct Deposit	☐
Online Bill Pay	☐	Auto Transfer/Payment	☐
Online Statements	☐	Overdraft Protection	☐
Mobile Banking	☐	Debit Card	☐
My Spending Report	☒	Overdraft Service	☐



IMPORTANT ACCOUNT INFORMATION

In the "Available balance, posting order, and overdrafts" section of the Deposit Account Agreement under the question "How do we process (post) transactions to your account?", we are replacing the paragraph beginning with "Your available balance will be reduced by pending withdrawals" to include a new fee waiver, as follows:

Your available balance will be reduced by pending withdrawals, such as debit card transactions we have authorized and must pay when they are sent to us for payment. If your account has insufficient funds as reflected by your available balance, the bank may assess overdraft and/or non-sufficient funds (NSF) fees on transactions we pay or return during nightly processing. A pending transaction will typically remain pending until we receive it for payment from your account, but we must release the pending transaction hold after three business days for most transactions. These pending transactions may be sent to us for payment after they have dropped from your account, but we must pay them when we receive them for payment.

In some circumstances, previously-authorized transactions may be paid into overdraft if other transactions or fees have reduced your balance before the pending transactions are sent to us for payment. To minimize the number of overdraft fees in these circumstances, we track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these

DCDP31DTAR 001516 NNNNNNNNNN NNN NNN 001 003 348 008073 208/2441.1

**WELLS
FARGO**

Monthly service fee summary (continued)

How to avoid the monthly service fee

Have any **ONE** of the following account requirements

- Minimum daily balance
- A daily automatic transfer from a Wells Fargo checking account
- Save As You Go® transfer from a Wells Fargo checking account
- A monthly automatic transfer from a Wells Fargo checking account
- The fee is waived when the primary account owner is under the age of 18 (19 in Alabama)

AM/AM

Minimum required

\$300.00
\$1.00
\$1.00
\$25.00

This fee period

\$62,536.69 ☒
\$0.00 ☐
\$0.00 ☐
\$0.00 ☐

Adleina Cazanga

8/22/2018

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

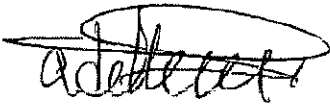
Re: 81 Henry Street, Newburgh, NY | Wilder Erazo

Dear Sir:

I, Adelina Cazanga, authorize my son, Wilder Erazo, to use the funds in my bank account to purchase and repair the property located at 81 Henry Street, Newburgh, NY 12550.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adelina Cazanga', with a large, loopy flourish above the name.

Adelina Cazanga

4-11-2012 10:00 AM
The information on this page is for informational purposes only.

1-800-743-5274
www.massmutual.com

06/01/2012 - 06/30/2012
06/01/2012 - 06/30/2012

Investment Summary 06/23/12 1-1

MassMutual Core (0111) Portfolio Statement

Account Summary

Beginning Balance	\$22,007.00
Contributions	\$0.00
Cash Deposits	\$0.00
Withdrawals	\$0.00
Expenses	\$215.35
Ending Balance	\$28,901.49
Unvested Balance	\$30,335.04
Change this Period	\$1,333.89
Outstanding Loan Amount(s)	\$1,434.35

Investment Summary includes your outstanding loan(s).

Your vested account balance is current as of 12/31/2012 and assumes you have completed a year of service in the prior plan year.

Rate of Return

This Period	0.77%
Year-to-Date	0.30%

Estimated dollar-weighted rates of return based on cash flow in account.

The calculation assumes an evenly distributed cash flow throughout

applicable periods. Returns could be distorted by non-periodic

transactions and may differ from the investment option performance

because of the level and timing of cash flows.

Investment Mix by Asset Class

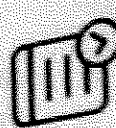
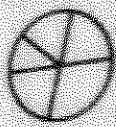
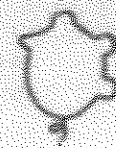


Holdings are equitized. Investments with less than 1% are not shown.

PLAN Have you visited the ssa.gov website lately? The site offers resources and online services you might not know about, including estimating and applying for benefits and learning how to protect your social security information from unauthorized access.

MassMutual RetireSMART

SAVE ALLOCATE PLAN CONSOLIDATE



PURCHASE AGREEMENT

Date: 8/27/18

I (We) Wilder A. Erazo propose to purchase 81 Henry Ave - Newburgh NY owned
by city of Newburgh.

Terms of the offer as follows:

Purchase Price:	<u>\$52,000</u> "Cash as is"
Seller Concession (if applicable)	<u>- 0 -</u>
Amount due on contract signing:	<u>\$5,000</u>
Mortgage Down Payment (LTV _____ %):	<u>N/A</u>
Amount due at closing:	<u>\$47,000</u>
Contracts to be signed on or about:	<u>25th</u>

Closing to be (_____ on or about) or (☒ on or before): 9/30/18

Personal Property included in sale: none

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 N/A mortgage commitment in the amount of _____.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with _____ 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:

Wilder A. Erazo
Purchaser _____

Seller _____

Purchaser _____

Seller _____

Purchaser Address _____

Seller Address _____

Purchaser Phone _____

Seller Phone _____

Purchaser Attorney _____

Seller Attorney _____

Purchaser Attorney Phone / E-mail _____

Seller Attorney Phone / E-mail: _____

Agent Name: K. Scialpi of River Realty Services, Inc.
Phone: _____ Fax: _____
Email: _____

Listing Agent: _____ of _____
Phone: _____ Fax: _____
Email: _____



New York State Disclosure Form for Buyer and Seller

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 landlord or tenant. A designated sales agent cannot provide 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 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 Kerly Scialpi of River Realty Services Inc.
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

☒ Seller as a (check relationship below)

☐ Seller's Agent

☐ Broker's Agent

☐ Buyer as a (check relationship below)

☐ Buyer'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) _____ acknowledge receipt of a copy of this disclosure form:

Signature of ☒ Buyer(s) and/or ☐ Seller(s):

Wilder A. Enago

Date: 8/26/18

Date: _____

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 71 LIBERTY STREET WH (SECTION 48, BLOCK 10, LOT 13)
AT PRIVATE SALE TO CARLOS HERNANDEZ FOR THE AMOUNT OF \$115,000.00**

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 71 Liberty Street WH, being more accurately described as Section 48, Block 10, Lot 13 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has 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 buyer 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 purchaser 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 December 28, 2018, 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>
71 Liberty Street WH	48 - 10 - 13	Carlos Hernandez	\$115,000.00

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

71 Liberty Street WH, City of Newburgh

(SBL: 48-10-13)

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 **2018-2019**, 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 **2018-2019**, 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.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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.
11. 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.
12. 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.
13. 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.
14. 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.**
15. 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.

16. 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.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the 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.
18. 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.
19. 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.
20. 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.
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 **\$15,000.00** 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.

Property Proposal Summary

Location: 71 Liberty Street WH (on the west side between Henry Avenue and Beacon Street)

Tax Map Number: 48-10-13

Property Class: 220 – 2-Family Residence

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

Description: 2-story semi-attached building. Year built: 1887; 2914sf; lot size—25 x 100.

Condition: Average

Assessed Value: \$115,800

Estimated Annual Taxes: \$ 5,873 +/-

Selling Price: \$ 114,900

The city acquired this property: April 2017

Offer Information:

Name: Carlos Hernandez

Offer Price: **\$115,000**

Construction Estimate: \$ 37,350 +/-

Proof of Financing: Bank of America and Hudson Valley Federal Credit Union accounts.

Comments: The purchaser currently lives across the street from 71 Liberty Street WH at 74 Liberty Street WH. He plans to move across the street and reside in 71 Liberty Street WH. His immediate relatives will continue to live at 74 Liberty Street WH. The buyer, as a nearby owner, has a vested interest in maintaining the integrity of the neighborhood. Mr. Hernandez has the funds to purchase and repair 71 Liberty Street WH. He is current on his municipal obligations and has no outstanding violations on his property at 74 Liberty Street WH.





Interior Photos



Proposal Form

Contact Information:

Name: Carlos A Hernandez
Business Name (If Applicable): N/A
Address: 74 Liberty ST
City, State & Zip: _____
Home phone: 914-805-1063
Business Phone: N/A
Mobile Phone: Same as above
E-mail: N/A
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 X N/A ___ (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes X No ___ N/A ___ (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes X 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.): 74 Liberty - occupy

with his brother who lives in the same location - I WANT to buy 71 Liberty to be near my IMM. Family

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes X No ___ (attach explanation) N/A ___ (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 X N/A ___ (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: 71 Liberty St^{Wt}, Newburgh NY 12550

S-B-L#: 33-1100-48-10-13

Type of Project:

_____ Single Family (includes a condominium unit)

✓ Multi-Family (# of Units 2)

____ 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: \$ 115,000 - '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 ☒ 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: \$ 37,350 - Attached.

Who will be doing the work? ✓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.	74 Liberty St Newburgh	
Role (i.e. owner, partner, general contractor, architect, investor.)		
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	DONE	
Property Type: (i.e. single-family, multi-family rental or commercial.)	2 UNITS	
Number of Buildings in Project	1	
Total Number of Residential Units in Project/Building	2	
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	New Floors - New Roof - Paint Cost \$12,000	
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Completed Present residency & Extended family	
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	

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:

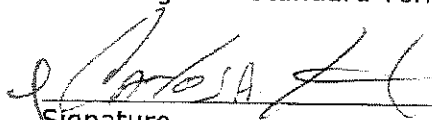
- ☒ Description of renovation plan with preliminary budget
- ☒ Verification of financial capacity
- ☐ Explanation of any tax delinquency/code violations/vacant building (if applicable)

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 ☒

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".


Signature

8/13/18
Date

Carlos A Hernandez
Print Name

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550



Hudson Valley
FEDERAL CREDIT UNION

P.O. Box 1071 | Poughkeepsie, NY | 12602-1071
845.463.3011 | hvfcu.org

AUTOSCH 5-DIGIT 12550
135235 1 AV 0.375 Tr 605 Pt 10
103144-9.19 1 9958-1.1 1oz



CARLOS A HERNANDEZ
74 LIBERTY ST WH 1
NEWBURGH NY 12550



June 2018 Statement of Accounts

Member Account Number

Reporting Activity 06/01/18 - 06/30/18

Page 1 of 2

Low Rate Auto Loans



Visit hvfcu.org for current rates.

Account Balances At A Glance

Share Accounts	Balance	YTD Dividends Earned
0000 SAVINGS	\$52,539.59	\$25.05
0200 CHECKING	\$1,029.54	\$0.13
Share Totals	\$53,569.13	\$25.18
Loan Accounts	Balance	YTD Interest Charged
0002 READI CASH- LOC	\$0.00	\$0.00
Loan Totals	\$0.00	\$0.00

SAVINGS ID 0000

	Beginning Balance	Deposits	Withdrawals	Ending Balance
	\$50,124.55	\$7,015.04	\$-4,600.00	\$52,539.59

Tran Date	Description of Transaction	Withdrawals	Deposits	Balance
06/01/18	Starting Balance			50,124.55
06/04/18	Withdrawal	-1,500.00		48,624.55
06/05/18	Withdrawal Transfer To Share 0200	-1,000.00		47,624.55
06/20/18	Withdrawal	-600.00		47,024.55
06/27/18	Withdrawal	-1,000.00		46,024.55
06/27/18	Withdrawal Transfer To Share 0200	-500.00		45,524.55
06/28/18	Deposit		7,000.00	52,524.55
06/30/18	Deposit Dividend 0.100%		15.04	52,539.59
06/30/18	Ending Balance			52,539.59

For the period 04/01/2018 to 06/30/2018 your Annual Percentage Yield earned was 0.10%



Federally Insured by NCUA



CHECKING ID 0200

Beginning Balance	Deposits	Withdrawals	Ending Balance
\$384.50	\$1,500.04	\$-855.00	\$1,029.54

Tran Date	Description of Transaction	Check No.	Withdrawals	Deposits	Balance
06/01/18	Starting Balance				384.50
06/05/18	Deposit Transfer From Share 0000			1,000.00	1,384.50
06/12/18	Check	8003	-120.00		1,264.50
06/12/18	Check	8002	-220.00		1,044.50
06/12/18	Check	8004	-220.00		824.50
06/19/18	Check	8005	-120.00		704.50
06/21/18	Check	8001	-175.00		529.50
06/27/18	Deposit Transfer From Share 0000			500.00	1,029.50
06/30/18	Deposit Dividend 0.050%			0.04	1,029.54
06/30/18	Ending Balance				1,029.54

For the period 06/01/2018 to 06/30/2018 your Annual Percentage Yield earned was 0.06%

Check Recap for CHECKING

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
8001	06/21/2018	175.00	8003	06/12/2018	120.00	8005	06/19/2018	120.00
8002	06/12/2018	220.00	8004	06/12/2018	220.00			

* Indicates a break in check sequence

Total of 5 Checks for: \$855.00
READI CASH- LOC ID 0002

Next Payment Due	Payment Amount Due	Available Credit	Total Interest This Period	Interest Charged YTD	Total Fees This Period	Fees Charged YTD	Annual Percentage Rate
	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	9.490%

Tran Date	Description of Transaction	Amount	Fees & Late Charges	Interest Charged	Principal Change	Balance Subject to Interest Rate*
06/01/18	Starting Balance					0.00
06/30/18	Loan Interest Rate change from 9.490% to 9.740% effective 07/01/18	0.00		0.00	0.00	0.00
06/30/18	Ending Balance					0.00

***Balance Subject to Interest Rate**

The balance used is the daily ending balance after adding any new advances and subtracting any payments or credits.

Annual Percentage Rate 9.490%

The Annual Percentage Rate for this loan is variable and is subject to change.

Daily Periodic Rate 0.026000%

Credit Limit: \$30,000.00



P.O. Box 15284
Wilmington, DE 19850



FH 0 487 124 618 000740 #01 AV 0.378

CARLOS A HERNANDEZ
74 LIBERTY STREET WH
NEWBURGH, NY 12550-6020

Preferred Rewards

Customer service information

... 1.888.888.RWDS (1.888.888.7937)

TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

 bankofamerica.com

 Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for June 16, 2018 to July 17, 2018

Your deposit accounts	Account/plan number	Ending balance	Details on
BofA Interest Checking	[REDACTED]	\$1,964.25	Page 3
Rewards Savings	[REDACTED]	\$81,877.82	Page 5
Total balance		\$83,842.07	

¿Estados de cuenta en español? ¡Podemos hacerlo!

Llama al **1.800.688.6086** o visite
su centro financiero más cercano.



Statements in Spanish?
We can do that!

Call **1.800.432.1000**, or visit
your nearest financial center.

SSM-04-18-0053 | ARF468Y6

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	Replace front enclosed porch	\$250.00	\$850.00	\$1,200.00
GUTTERS/DOWNSPOUTS	Repair/Repalce	\$220.00	\$780.00	\$1,000.00
WINDOWS	Replace/Install 2 window	\$200.00	\$300.00	\$500.00
DOORS	Replace/Install 2 Doors	\$250.00	\$250.00	\$500.00
SIDING/TRIM/EXTERIOR PAINTING		\$2,000.00	\$500.00	\$2,500.00
FOUNDATION				
STEPS, PORCHES, DECKS	Replace Front Steps	\$800.00	\$200.00	\$1,000.00
LANDSCAPING		\$100.00	\$100.00	\$200.00
OTHER:				
EXTERIOR REPAIR SUBTOTAL		\$3,820.00	\$3,080.00	\$6,900.00
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			\$2,200.00	\$2,200.00
REMEDIATION - LEAD AND/OR ASBESTOS				
HEATING SYSTEM (FURNACES)	Repair and tune up	\$1,000.00	\$500.00	\$1,500.00
HOT WATER HEATERS	tune up and maintain	\$400.00	\$400.00	\$800.00
PLUMBING	Domestic plumbing	\$500.00	\$200.00	\$700.00
ELECTRIC	Upgrade	\$500.00	\$500.00	\$1,000.00
BATH(S)	Replace the 2 bathrooms	\$3,500.00	\$3,500.00	\$7,000.00
KITCHEN(S)	Repalce one kitchen	\$2,000.00	\$4,000.00	\$6,000.00
INSULATION/DRYWALL	Add / Repair	\$1,000.00	\$1,000.00	\$2,000.00
INTERIOR DOORS	2 doors	\$300.00	\$250.00	\$550.00
TRIM/INTERIOR PAINTING	Throughout	\$500.00	\$3,500.00	\$4,000.00
FLOORING	Replace throught	\$1,700.00	\$3,000.00	\$4,700.00
OTHER:				
INTERIOR REPAIR SUBTOTAL		\$0.00	\$0.00	\$30,450.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				\$0.00
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)			10%	\$3,045.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY				\$37,350.00

River|Realty

Services, Inc.

PURCHASE AGREEMENT THIS IS A CONTRACT. THIS IS LEGALLY BINDING.

Date: 8/13/18

I (We) Carlos A Hernandez residing at 74 Liberty ST- Newburgh
propose to purchase 71 Liberty ST- owned by NY 12550
Newburgh NY 12550

Terms of the offer as follows:

Purchase Price:	<u>\$115,000</u> "cash as is"
Binder Deposit:	<u>-0-</u>
Amount due on contract signing:	<u>15000</u>
Amount due at closing:	<u>100,000</u>
Contracts to be signed on or about:	<u>ASAP</u>

Closing to be (____ on or about) 11 (X on or before): SEP 15, 2018

Personal Property included in sale: None

This sale is contingent upon (X) attorney review of a formal contract, (____) buyer to perform an engineer inspection within (____) days, (____) clear title, and as follows: 2.

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

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with _____ 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 PERLIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

Carlos A Hernandez
Purchaser

Seller

Purchaser

Seller

Purchaser Address

Seller Address

Purchaser Phone

Seller Phone

Natasha Turner
Purchaser Attorney

Seller Attorney

Purchaser Attorney Phone

Seller Attorney Phone



117 Executive Drive, Suite 100, New Windsor, NY 12553
297 Mill Street, Poughkeepsie, NY 12601
info@riverrealty.com | www.riverrealty.com



New York State Disclosure Form for Buyer and Seller

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 landlord or tenant. A designated sales agent cannot provide 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 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 Kerly Scialpi of River Realty Services Inc.
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

☒ Seller as a (check relationship below)

☒ Seller's Agent

☐ Broker's Agent

☐ Buyer as a (check relationship below)

☐ Buyer'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) _____ acknowledge receipt of a copy of this disclosure form:

Signature of ☒ Buyer(s) and/or ☐ Seller(s):

[Signature]

Date: _____

Date: _____

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 80 PROSPECT STREET (SECTION 21, BLOCK 4, LOT 9)
AT PRIVATE SALE TO CARMEN MENDEZ FOR THE AMOUNT OF \$65,000.00**

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 80 Prospect Street, being more accurately described as Section 21, Block 4, Lot 9 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has 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 buyer 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 purchaser 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 December 28, 2018, 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>
80 Prospect Street	21 - 4 - 9	Carmen Mendez	\$65,000.00

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

80 Prospect Street, City of Newburgh (SBL: 21-4-9)

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 **2018-2019**, 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 **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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.
11. 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.
12. 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.
13. 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.
14. 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.**
15. 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.

16. 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.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the 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.
18. 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.
19. 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.
20. 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 **\$6,000.00** 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.

Property Proposal Summary

Location: 80 Prospect Street (on the east side between Carter and Third Streets)

Tax Map Number: 21-4-9

Property Class: 210 – One-Family Residence

Zoning: RL— Residential Low Density

Description: 2-story detached building. Year built: 1890+/-; 1444sf; 4 bed rooms; lot size—50 x 100.

Condition: Fair

Assessed Value: \$ 67,400

Estimated Annual Taxes: \$ 3,419 +/-

Selling Price: \$ 94,900

The city acquired this property: April 2017

Offer Information:

Name: Carmen Mendez

Offer Price: **\$ 65,000**

Construction Estimate: \$ 41,200 +/-

Proof of Financing: Key Bank - funds from her father, Daniel De Leon

Comment:

The purchaser currently lives nearby in the Town of Newburgh in the home of her father, Daniel De Leon. She wants to purchase this property, rehabilitate it and live there as an owner-occupant. Her father is an experienced real estate investor and renovator. The house was recently occupied but has significant deferred maintenance issues—kitchen repairs, settlement issues, etc. With her father's backing, she will be able to transform this house into desirable home.





Interior Photos



Proposal Form

Contact Information:

Name: Carmen Men dez
Business Name (If Applicable): _____
Address: 18 New Rd
City, State & Zip: Newburgh NY 12550
Home phone: 978-590 -7713
Business Phone: NA
Mobile Phone: 978-590 -7713
E-mail: cfmendez.1020@icloud.com
Federal I.D. No. (If Applicable): na

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: 80 Prospect Street

S-B-L#: ~~3310049~~ 21-4-9

Type of Project:

☒ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units)

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

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

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ \$65,000

(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 ☒ 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: \$40,000

Who will be doing the work? ☒ 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.	80 Prospect St Newburgh NY 12550	
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner	
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing bldg need of renovation	
Property Type: (i.e. single-family, multi-family rental or commercial.)	Single Family	
Number of Buildings in Project	One	
Total Number of Residential Units in Project/Building	One	
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	\$40,000	
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Nov - Dec. 2018	
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	N/A	

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:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- 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 Y

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".

Carmen Mendez
Signature

8/10/18
Date

Carmen Mendez
Print Name

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550

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	Oct-18	\$4,000.00	\$3,000.00	\$7,000.00
GUTTERS/DOWNSPOUTS	Oct-18	\$500.00	\$500.00	\$1,000.00
WINDOWS (9)	Oct-18	\$1,000.00	\$2,000.00	\$3,000.00
DOORS (front/rear)	Oct-18	\$400.00	\$300.00	\$700.00
SIDING/TRIM/EXTERIOR PAINTING	Oct-18	\$1,000.00	\$2,000.00	\$3,000.00
FOUNDATION				\$0.00
STEPS, PORCHES, DECKS	Oct-18	\$1,000.00	\$2,000.00	\$3,000.00
LANDSCAPING	Oct-18	\$500.00	\$500.00	\$1,000.00
OTHER:				\$0.00
EXTERIOR REPAIR SUBTOTAL	Oct-18	\$8,400.00	\$10,300.00	\$18,700.00
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				
REMEDIATION - LEAD AND/OR ASBESTOS				
HEATING SYSTEM (Furnace - Service/Cleaning/Minor Repairs)	Oct-18	\$500.00	\$500.00	\$1,000.00
HOT WATER HEATERS				\$0.00
PLUMBING	Oct-18	\$500.00	\$500.00	\$1,000.00
ELECTRIC	Oct-18	\$500.00	\$2,000.00	\$2,500.00
BATH(S)	Oct-18	\$1,500.00	\$1,500.00	\$3,000.00
KITCHEN(S)	Oct-18	\$2,000.00	\$2,000.00	\$4,000.00
INSULATION/DRYWALL	Oct-18	\$2,500.00	\$1,000.00	\$3,500.00
INTERIOR DOORS (9)	Oct-18	\$1,000.00	\$500.00	\$1,500.00
TRIM/INTERIOR PAINTING	Oct-18	\$1,000.00	\$2,000.00	\$3,000.00
FLOORING	Oct-18	\$2,000.00	\$1,000.00	\$3,000.00
OTHER:				\$0.00
INTERIOR REPAIR SUBTOTAL		\$0.00	\$0.00	\$22,500.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				\$0.00
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)			0%	\$0.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)				\$41,200.00

FROM THE DESK OF DANIEL DE LEON

8/22/2018

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

Regarding: Carmen Mendez

Dear Sir:

I, Daniel De Leon, authorize my daughter Carmen Mendez to use the funds in my bank account to purchase and repair the property located at 80 Prospect Street, Newburgh, NY 12550.

Please contact me with any questions 845-591-1597.

Sincerely,

A handwritten signature in cursive script, appearing to read "Daniel De Leon".

Daniel De Leon



Union Avenue
1228 Route 300
Newburgh, NY 12550
845-476-3730
Fax 845-564-0038

To whom it may concern:

Please be advised that MR DANIEL DELEON has a savings account at Key Bank. As of July 24th, 2018 the current available balance is \$181,738.71

Thank you,

A handwritten signature in black ink, appearing to be "JB" with a long horizontal stroke extending to the right.

Jeff Burns
Branch Manager
Key Bank
Union Avenue
Newburgh, NY 12550
845-476-3730

PURCHASE AGREEMENT

Date: 8/20/18

I (We) Carmen Mendez propose to purchase 80 Prospect ST owned
by NY Newburgh NY Newburgh - NY 12550

Terms of the offer as follows:

Purchase Price:

Seller Concession (if applicable)

Amount due on contract signing:

Mortgage Down Payment (LTV _____ %):

Amount due at closing:

Contracts to be signed on or about:

\$65,000

\$60,000

- 0 -

6,000

N/A

\$4,000

ASAP



"CASH as is"

Closing to be (_____ on or about) or (X on or before): 9/20/18

Personal Property included in sale: none

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 N/A mortgage commitment in the amount of _____.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with _____ 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:

Carmen Mendez
Purchaser Carmen Mendez

Seller _____

Purchaser _____

Seller _____

Purchaser Address _____

Seller Address _____

Purchaser Phone _____

Seller Phone _____

Purchaser Attorney _____

Seller Attorney _____

Purchaser Attorney Phone / E-mail _____

Seller Attorney Phone / E-mail: _____

Agent Name: Kerly Scialpi of River Realty Services, Inc.

Phone: 845.597.4612 Fax: 845.564.0700

Email: Kscialpi@riverrealty.com

Listing Agent: Lee Raphael

Phone: _____ Fax: _____

Email: _____



New York State Disclosure Form for Buyer and Seller

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 landlord or tenant. A designated sales agent cannot provide 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 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 Kerly Scialpi of River Realty Services Inc.
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

☒ Seller as a (check relationship below)

☐ Seller's Agent

☐ Broker's Agent

☐ Buyer as a (check relationship below)

☐ Buyer'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) _____ acknowledge receipt of a copy of this disclosure form:

Signature of ☒ Buyer(s) and/or ☐ Seller(s):

Carmen Mendez

Date: August 20, 2018

Date: _____

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 42 CONCORD STREET (SECTION 29, BLOCK 2, LOT 26)
AT PRIVATE SALE TO RAUL RAMIREZ FLORES FOR THE AMOUNT OF \$40,000.00**

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 42 Concord Street, being more accurately described as Section 29, Block 2, Lot 26 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has 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 buyer 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 purchaser 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 December 28, 2018, 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>
42 Concord Street	29 - 2 - 26	Raul Ramirez Flores	\$40,000.00

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

42 Concord Street, City of Newburgh (SBL: 29-2-26)

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 **2018-2019**, 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 **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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.
11. 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.
12. 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.
13. 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.
14. 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.**
15. 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.

16. 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.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the 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.
18. 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.
19. 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.
20. 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 **\$5,000.00** 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.

Property Proposal Summary

Location: 42 Concord Street (between Van Ness & First Streets)
Tax Map Number: 29-2-26
Property Class: 210 – 1-Family Residence
Zoning: RL— Residential Low Density
Description: 2-story, semi-detached building. Year built: 1900+/-; 1280sf; lot size—25 x 107.
Condition: Fair
Assessed Value: \$ 70,400
Estimated Annual Taxes: \$ 3,571 +/-
Selling Price: \$ 59,900

The city acquired this property: April 2017

Offer Information:

Name: Raul Ramirez Flores
Offer Price: \$ 40,000
Construction Estimate: \$ 18,900 +/-
Proof of Financing: Hudson Valley Federal Credit Union

Comments: The purchaser currently rents on First Street in the City of Newburgh. He plans to occupy this house with his wife and family. He and his brother are experienced in construction trades. They plan to be able to do much of the repair work themselves.

The house shares a driveway with the neighboring property. There is a detached garage in the rear yard. The house needs some interior work to make it livable once again. It has been vacant for several years.





Rear View



Garage



Interior Photos



Proposal Form

Contact Information:

Name: Raul Ramirez Flores

Business Name (If Applicable):

Address: 332 First St. Apt H2

City, State & Zip: Newburgh, NY 12550

Home phone: (845) 391-1672 (845) 401-4617

Business Phone:

Mobile Phone: (845) 391-1672 (845) 401-4617

E-mail:

Federal I.D. No. (If Applicable): RAUL RAMIREZ 02-40 @ 0144000-01

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 ☒

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 ☒ (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 ☒ (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.): N/A

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ___ No ___ (attach explanation) N/A ☒ (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 ☒ (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 ☒ N/A

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: 42 (ONCOR) S / KEE, / V.B. N.Y 12580

S-B-L#: 331100-029,000,0002-026,000/0000

Type of Project:

✓ Single Family (includes a condominium unit)

____ Multi-Family (# of Units____)

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

For the property types listed above, will it be occupied by the purchaser: Yes 2 No

____ Commercial ____ Industrial

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 40,000 ⁰⁰

(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_____ 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: \$

Who will be doing the work? ☒ 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: ~~SELF~~ - SELF doing Most of work
Architect: N/A ~~SELF~~ SELF
Engineer: N/A ~~SELF~~ SELF

Architect: N/A ~~SELF~~ SELF
Engineer: N/A ~~SELF~~ SELF

Engineer: N/A ~~TS~~ SELF

Raul Ramirez Flores

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.	GENERAL WORK ON OTHER'S PROPERTIES	
Role (i.e. owner, partner, general contractor, architect, investor.)		
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	EXISTING	
Property Type: (i.e. single-family, multi-family rental or commercial.)	SINGLE FAMILY	
Number of Buildings in Project		
Total Number of Residential Units in Project/Building		
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs		
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)		
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
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☐ 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 ☒

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".

RAUL RAMIREZ FLORES
Signature

8-21-18
Date

Raul Ramirez Flores

RAUL RAMIREZ FLORES
Print Name

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550

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		\$0.00	\$0.00	\$0.00
GUTTERS/DOWNSPOUTS	Oct-18	\$275.00	\$150.00	\$425.00
WINDOWS (2 rear windows)	18-Oct	\$200.00	\$150.00	\$350.00
DOORS (2)	Oct-18	\$75.00	\$50.00	\$125.00
SIDING/TRIM/EXTERIOR PAINTING	Oct-18	\$500.00	\$2,000.00	\$2,500.00
FOUNDATION			\$0.00	\$0.00
STEPS, PORCHES, DECKS	Oct-18	\$400.00	\$100.00	\$500.00
LANDSCAPING				\$0.00
OTHER: (2 Garage doors)	Oct-18	\$750.00	\$175.00	\$925.00
EXTERIOR REPAIR SUBTOTAL		\$2,200.00	\$2,625.00	\$4,825.00
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		\$0.00	\$0.00	\$0.00
REMEDIATION - LEAD AND/OR ASBESTOS				
HEATING SYSTEM (FURNACES / BOILER)	Oct-18	\$2,500.00	\$1,000.00	\$3,500.00
HOT WATER HEATERS	Oct-18	\$500.00	\$100.00	\$600.00
PLUMBING	Oct-18	\$500.00	\$1,500.00	\$2,000.00
ELECTRIC	Oct-18	\$500.00	\$750.00	\$1,250.00
BATH(S)	Oct-18	\$1,500.00	\$500.00	\$2,000.00
KITCHEN(S)	Oct-18	\$1,500.00	\$500.00	\$2,000.00
INSULATION/DRYWALL				
INTERIOR DOORS (3)	Oct-18	\$150.00	\$75.00	\$225.00
TRIM/INTERIOR PAINTING	Oct-18	\$300.00	\$700.00	\$1,000.00
FLOORING	Oct-18	\$500.00	\$1,000.00	\$1,500.00
OTHER:				
INTERIOR REPAIR SUBTOTAL		\$50.00	\$0.00	\$14,075.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				
CONTRAGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)				
TOTAL (WITH APPLICABLE SOFT COSTS & CONTRAGENCY				
0%				\$0.00
				\$18,900.00



Hudson Valley
FEDERAL CREDIT UNION

P.O. Box 1071 | Poughkeepsie, NY | 12602-1071
845.463.3011 | hvfcu.org

July 2018 Statement of Accounts

Member Account Number

Reporting Activity 07/01/18 - 07/31/18

Page 1 of 2

RAUL RAMIREZ FLORES
332 1ST ST APT 2
NEWBURGH NY 12550 - 4702

Account Balances At A Glance

Share Accounts	Balance	YTD Dividends Earned
0000 PRIMARY SAVINGS	\$60,094.86	\$6.40
0200 CHECKING	\$942.71	\$0.09
Share Totals	\$61,037.57	\$6.49

PRIMARY SAVINGS ID 0000 (Joint with DELFINA HERRERA MENESES)

Beginning Balance	Deposits	Withdrawals	Ending Balance
\$58,713.39	\$1,381.47	\$0.00	\$60,094.86

Tran Date	Description of Transaction	Withdrawals	Deposits	Balance
07/01/18	Starting Balance			58,713.39
07/21/18	Deposit by Check		1,381.47	60,094.86
07/31/18	Ending Balance			60,094.86

CHECKING ID 0200 (Joint with DELFINA HERRERA MENESES)

Beginning Balance	Deposits	Withdrawals	Ending Balance
\$927.46	\$460.53	\$-445.28	\$942.71

Tran Date	Description of Transaction	Check No.	Withdrawals	Deposits	Balance
07/01/18	Starting Balance				927.46
07/02/18	Recurring Withdrawal Debit Card Signature Debit AFFINITY HEALTH PLAN 718-794-7700 NY		-20.00		907.46
07/07/18	Deposit by Check			460.49	1,367.95
07/07/18	Withdrawal Debit Card Signature Debit BON-TON-NEWBURGH 1401 R NEWBURGH NY		-67.89		1,300.06
07/13/18	Withdrawal POS #061129 WM SUPERCENTER Wal-Mart Super Center NEWBURGH NY		-29.51		1,270.55



July 2018 Statement of Accounts

Member Account Number

Reporting Activity 07/01/18 - 07/31/18

Page 2 of 2

CHECKING ID 0200 (Joint with DELFINA HERRERA MENESES) Continued

Trans Date	Description of Transaction	Check No.	Withdrawals	Deposits	Balance
07/14/18	Withdrawal Debit Card Signature Debit MARSHALLS #409 1431 ROJ NEWBURGH NY		-97.29		1,173.26
07/14/18	Withdrawal Debit Card Signature Debit TWC* TIME WARNER NYC 718-358-0900 NY		-72.16		1,101.10
07/14/18	Withdrawal Debit Card Signature Debit BOH-TON-NEWBURGH 1401 R NEWBURGH NY		-87.05		1,014.05
07/22/18	Withdrawal Debit Card Signature Debit WWW.KOHL'S.COM #0873 866-887-8894 OH		-12.38		1,001.67
07/24/18	Recurring Withdrawal Debit Card Signature Debit AFFINITY HEALTH PLAN 718-794-7700 NY		-9.00		992.67
07/25/18	Withdrawal Debit Card Signature Debit NEWBURGH TOYOTA NEWBURGH NY		-21.00		971.67
07/26/18	Recurring Withdrawal Debit Card Signature Debit AFFINITY HEALTH PLAN 718-794-7700 NY		-20.00		951.67
07/26/18	Recurring Withdrawal Debit Card Signature Debit AFFINITY HEALTH PLAN 718-794-7700 NY		-9.00		942.67
07/31/18	Deposit Dividend 0.050%			0.04	942.71
07/31/18	Ending Balance				942.71

For the period 07/01/2018 to 07/31/2018 your Annual Percentage Yield earned was 0.05%



20 Route 17K • Newburgh, NY 12550
Tel. (845) 565-4444 • Fax (845) 565-4011

PURCHASE OFFER

Made and dated 22 day of August 2018

BETWEEN

BUYER: Raul Ramirez Flores

Residing At

SELLER: City of Newburgh, New York 12550

Residing At

Who agrees to sell the property located, known and described as (address) 42 Bowland St. Newburgh, NY 12550

Tax map No. 321100.029 010-1002-01-000 Under the following terms and conditions

Purchase Price THIRTY THOUSAND AND 00/100

\$40,000.00

\$ 5000 cash or check receipt of which is hereby acknowledged to be held in escrow at M&T bank

\$ 35000 cash or certified check upon the signing of contracts

\$ — cash or certified check upon taking title to premises

\$ — subject to purchasers obtaining a — Year — Mortgage

\$ — By buyer giving a — year purchase money mortgage at — % interest

Other conditions of sale: 5000 AS IS

The Purchasers are hereby advised by ARROWHEAD REALTY INC. TO OBTAIN A TOTAL HOME INSPECTION TO INCLUDE, RADON TEST, WATER AND SEPTIC INSPECTION, PEST INSPECTION, LEAD PAINT INSPECTION AND A SURVEY.

Non Real Estate Items Included In Sale Are: As per MLS 4832329

It is hereby mutually agreed that all monies tendered by the buyers toward the purchase price prior to closing of title will be held in escrow by any mutually agreeable escrow agent. In the event that any of the conditions of sale can not be met, all monies paid by the buyers toward the purchase price will be promptly refunded upon the written release of both buyers and sellers or their attorneys. Premises will be conveyed subject to restrictive covenants or other covenants of record, if any, which may be in force and effect. Taxes will be prorated as of the date of closing.

Parties acknowledge Arrowhead Realty Inc. as sole/Co-Broker with Raul Ratty affected this sale. The seller agrees to pay said broker its Brokers Fee in the amount of 1.5 % of sales price. This agreement is to remain in force and effect until superceded by formal contracts between the parties. All parties hereto acknowledge duplicate original of this purchases agreement. This agreement is subject to all attorneys' approval. Closing will be on or before ASAP

Salesperson Arrowhead Realty James J. Allen

Seller(s)

Buyer(s) RAUL RAMIREZ FLORES

Attorney

Attorney TBD

Phone

"Highest Standards of Professional Service"

Equal Housing Opportunity

he agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to 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.

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.

This form was provided to me by Louis F. Feliciano (print name of licensee) of Arcon Hand (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☐ Seller's agent

☐ Broker's agent

☒ Buyer as a (check relationship below)

☒ Buyer's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

If dual agent with designated sales agents is checked:

and _____ is appointed to represent the seller in this transaction.

_____ is appointed to represent the buyer;

I/We _____

acknowledge receipt of a copy of this disclosure form:

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

X RAUL RUIREZ & LORES

Date: _____

Date: 8/20/18

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A HEALTHLINKNY COMMUNITY NETWORK AND THE ORANGE
COUNTY DEPARTMENT OF HEALTH'S LIFT ORANGE UP PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$13,000.00 FOR THE
CITY OF NEWBURGH RECREATION DEPARTMENT AFTERSCHOOL PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that HealthlinkNY Community Network and the Orange County Department of Health's LIFT Orange Up Program is seeking applications from schools, worksites, community groups and organizations in Orange County that would like to participate in LIFT Orange Up interventions; and

WHEREAS, the goal of LIFT Orange Up is to implement healthy policies, programs, initiatives, or fitness activities that will benefit communities within Orange County and work toward reducing health disparities and improving health outcomes; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded grant funding from HealthlinkNY Community Network and Orange County Department of Health for the LIFT Orange Up Program in an amount not to exceed \$13,000.00; and

WHEREAS, the funding will be used to rent, maintain and operate community-wide physical activities out of the Sacred Heart Gymnasium for programs that would encompass activities for residents of all ages with our SMART goal to have sustained, year around physical activities that will give all community members the opportunity to engage in 60 minutes of physical activity a minimum of 3 days per week from January through December 2019; and

WHEREAS, any City match will be in the form of in-kind services; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its residents;

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 apply for and accept if awarded an HealthlinkNY Community Network and Orange County Department of Health's LIFT Orange Up Grant in an amount not to exceed \$13,000.00 with no City match for the Recreation Department Afterschool Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: City of Newburgh Recreation Afterschool Program	NAME OF DEPARTMENT REQUESTING GRANT: Recreation	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Derrick Stanton
NAME OF GRANT/NAME OF AWARDING AGENCY: Lift Orange Up/HealthlinkNY Community Network and The Orange County Department of Health	GRANT SUBMITTAL DATE: September 14, 2018	AMOUNT OF AWARD: \$5,000 - \$13,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) In-Kind	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$0	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project: The City of Newburgh Recreation Department would like to use Lift Orange Up funding to rent, maintain, and operate community-wide physical activities out of the Sacred Heart Gymnasium. These programs would encompass activities for residents of all ages. Our overall SMART goal would be to provide sustained, year around physical activities that will give all community members the opportunity to engage in 60 minutes of physical activity a minimum of 3 days per week from January through December 2019.

Key Stakeholders: **Recreation Department**

Project Timeline: **January through December 2019**



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: COMMENTS:
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO COMMENTS:
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS:
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO CITY COMPTROLLER SIGNATURE: _____ DATE: _____ NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.
SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO CITY MANAGER SIGNATURE: _____ DATE: _____
SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO



City of Newburgh

GRANT APPLICATION FORM

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

APPLICATION COVER SHEET

Request for Applications for LIFT Orange Up

Business Name: City of Newburgh

Business Address: 401 Washington Street, Newburgh NY 12550

Contact Person:

Name: Derrick Stanton **Phone:** 845-565-3230

Title: Director of Recreation **Fax:** 845-562-6306

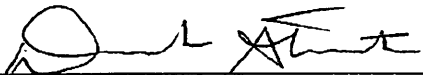
Email: dstanton@cityofnewburgh-ny.gov

Does this business have a minority, women's, disadvantaged or small business status? Yes No
If yes, please list the designation(s) and the certifying entity (ties):

Not Applicable

The undersigned proposes to furnish and deliver the services described in the Request for Applications for LIFT Orange Up and the responding application to HealthlinkNY Community Network. The individual submitting this application on behalf of the business entity noted above certifies by his/her signature below that:

- he/she has read and understood the full Request for Applications cited above; and
- he/she is duly authorized to submit the application on behalf of the business entity noted above.

By:  Date: 9/6/2018

Name: Derrick Stanton **Title:** Director of Recreation



CITY OF NEWBURGH

RECREATION DEPARTMENT

401 Washington Street, Newburgh, New York 12550

www.cityofnewburgh-ny.gov

Derrick Stanton, Director

dstanton@cityofnewburgh-ny.gov

Phone: (845) 569-7374

Fax: (845) 562-6306

Health Link NY
2529 Route 52, Suite 201
Hopewell Junction, NY 12533

To Whom it May Concern,

Please find attached the City of Newburgh Recreation Department's application for the Lift Orange Up grant. Should you need anything else, please do not hesitate to contact me using the information above and I will fulfill any additional requirements most haste.

Thank you for your attention to this matter.

Derrick Stanton
Recreation Director
City of Newburgh



CITY OF NEWBURGH

RECREATION DEPARTMENT

401 Washington Street, Newburgh, New York 12550

www.cityofnewburgh-ny.gov

Intervention Narrative

A direct correlation to the growing number of people with diabetes, in the growing number of people being classified as obese.

Right now, one in every six children in America qualifies as overweight or obese, which puts them at risk for poor physical, as well as mental, health. It can also lead to anxiety and depression, and children with weight issues often experience low self-esteem and, unfortunately, are subject to bullying. Perhaps even worse, obese children are more likely to become obese adults, which is closely related to serious health conditions including type 2 diabetes. The biggest culprit putting children at risk is the lack of physical activity; especially during the school year, when kids are in classes and sitting for long periods. It is important to encourage children to get at least an hour of exercise a day. If they are not getting it in gym class, structuring time for family physical activity before or after school is key. Unfortunately, the City of Newburgh does not have a gymnasium of their own that can be used to provide physical outlets for the community; especially during inclement weather.

However, the Sacred Heart Church recently moved their school to New Windsor, leaving their gym unoccupied. The City of Newburgh Recreation Department would like to use Lift Orange Up funding to rent, maintain, and operate community-wide physical activities out of the Sacred Heart Gymnasium. These programs would encompass activities for residents of all ages. Our overall SMART goal would be to provide sustained, year around physical activities that will give all community members the opportunity to engage in 60 minutes of physical activity a minimum of 3 days per week from January through December 2019.



Network &

Orange

County Department of Health's
LIFT Orange Up - Budget Worksheet
Attachment B

BUDGET TEMPLATE			
Budget Item	Budget Item Cost:	Amount Requested:	In kind Contribution:*
Facility Rental	12,000	12,000	0
Recreation Coordinator	44,110	0	44,110
Recreation Attendant (2)	28,600	0	28,600
Maintenance Supplies	1,000	500	500
Cleaning Supplies	1,000	500	500
Fitness Equipment	1,000	0	1,000
TOTAL	\$87,710	13,000	74,710

* In-Kind contributions are favorable but not required.

**HealthlinkNY Community Network & Orange County Department of Health's
LIFT Orange Up - Action Plan
Attachment A**

LIFT Orange Up			
<u>SMART Objective 1:</u> To provide sustained, year around physical activities that will give all community members, regardless of age or sex, the opportunity to engage in 60 minutes of physical activity a minimum of 3 days per week from January through December 2019. <i>(specific, measurable, achievable, realistic, and time-based)</i>			
<u>Major Activities</u>	<u>Actions</u>	<u>By When (mm/yy)</u>	<u>By Whom</u>
Establish a license agreement between the City of Newburgh and Sacred Heart Church.	Agree on days and times, based on other Church activities in the gym.	12/18	Recreation Director and Sacred Heart Church Administrator
	Submit terms of agreement to Corporation Counsel for license agreement development	12/18	Recreation Director
	Have City Manager and Sacred Heart Church sign agreement	12/18	Recreation Director, Corporation Counsel, Sacred Heart Church Administrator
Develop Activities Calendar	Ensure activities target all sexes and age groups	12/18	Recreation Coordinator
	Ensure days are equally distributed to include all ages and sexes	12/18	Recreation Coordinator
	Ensure activities fall in line with the hours provided to us in the license agreement.	12/18	Recreation Coordinator
Conduct City-Wide physical activities program.	Advertise activities	11/18	Recreation Director
	Purchase maintenance and cleaning supplies	11/18	Recreation Director



Hire recreation attendants and activity instructors as needed. Implement plan.	01/19	Recreation Director, Recreation Coordinator	



CITY OF NEWBURGH

RECREATION DEPARTMENT

401 Washington Street, Newburgh, New York 12550

www.cityofnewburgh-ny.gov

Budget Justification Worksheet

Item: Facility Rental

Justification: Provide a venue to operate community-wide physical activity programs for people of all ages..

Amount: \$1,000 per month (includes office space and utilities) x 12 months = \$12,000

Total: \$12,000

Item: Recreation Coordinator

Justification: Develops and maintains physical activities program calendar. Coordinates for instructors and officials as necessary.

Amount: \$44,110 annually x 1 Recreation Coordinator = \$44,100

Total: \$44,100

Item: Recreation Attendants

Justification: Sets up prior to and cleans up after all physical activities. Assists the recreation coordinator in the conduct of physical activities, as needed.

Amount: \$11 per hour x 25 hours per week x 50 weeks x 2 Recreation Attendants = \$27,500.

Total: \$27,500

Item: Maintenance Supplies

Justification: Replacement light bulbs, trash bags, nets, padding, and bathroom supplies.

Amount: \$1,000 per year

Total: \$1,000

Item: Cleaning Supplies

Justification: Supplies to maintain the cleanliness of the basketball court, office space, and bathrooms.

Amount: \$1,000 per year

Total: \$1,000

Item: Fitness Equipment

Justification: In order to provide a variety of physical activities for people of all ages and sexes..

Amount: \$1,000 per year

Total: \$1,000



CITY OF NEWBURGH

RECREATION DEPARTMENT

401 Washington Street, Newburgh, New York 12550

www.cityofnewburgh-ny.gov

Monitoring and Evaluation

1. Since our objective is to have our participants achieve 60 minutes of physical activity for a minimum of 3 days per week, our first measuring tool will be our weekly sessions that we have with the participants. We will ensure that our activities are 75 to 90 minutes in duration, in order to account for participants arriving late. We will also ensure that activities encourage maximum time on task and limits that time that participants stand in lines or watch demonstrations.
2. Secondly, we will have strict accountability of participants through the use of attendance sheets. Our attendance sheets will also account for each participant's arrival and departure in order to get an accurate evaluation.
3. Next, we will provide each participant will take-home activities and logbooks to track completion. This will allow participants to make up for missed sessions. It can also give participants additional days of physical activity as they work towards one day achieving an entire week. We will carefully select drills that will enhance the participant's fitness development, but also be able to be done outside of the gym setting. Although it is easy for participants to falsify completion of drills in their logbook, we feel that instructors will be able to verify the validity of a participant's logbook through their progress in drills and the program as a whole.

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
TITLE IV VOLUNTEER FIRE ASSISTANCE GRANT IN AN AMOUNT OF \$1,500.00
TO ASSIST IN THE PURCHASE OF WILDLAND FIREFIGHTING EQUIPMENT**

WHEREAS, the City of Newburgh received a New York State Department of Environmental Conservation Title IV Volunteer Fire Assistance Grant Award in the amount of \$1,500.00; and

WHEREAS, the City of Newburgh Fire Department will use the funding to assist in the purchase of wildland firefighting equipment such as Forestry hose, Forestry bags, chainsaws and accessories which is needed to assist with fires in uninhabited wildland areas; and

WHEREAS, such funding requires a City match in the amount of \$1,500.00; and

WHEREAS, this Council has determined that accepting the grant award 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 New York State Department of Environmental Conservation Title IV Volunteer Fire Assistance Grant in the amount of \$1,500.00 to assist with the purchase of wildland firefighting equipment for the City of Newburgh Fire Department; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: DEC Volunteer Fire Assistance Grant	NAME OF DEPARTMENT REQUESTING GRANT: Fire Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Terry Ahlers
NAME OF GRANT/NAME OF AWARING AGENCY: NYS DEC	GRANT SUBMITTAL DATE: August 10, 2018	AMOUNT OF AWARD: \$1,500
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, cash	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$1,500	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Funds to be used for equipment needed to assist with fires in uninhabited wildland areas. Forestry hose, Forestry bags, Chainsaws & accessories		
Scope of Project:		
Project Timeline: (ex. Dates)		



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

2018 VOLUNTEER FIRE ASSISTANCE (VFA) GRANT APPLICATION
Cooperative Forestry Assistance Act of 1978
PL95-313 SECTION

SECTION 1: Fire Department Information

APPLICATION DEADLINE: AUGUST 10, 2018

Fire Department ID# (5 digit)	36031	☐ Non-Profit	☒ Gov't Entity	☐ Tribal Org	☐ Other
Name of Fire Department	Newburgh Fire Department				
Mailing Address (Line 1)	22 Grand Street				
Physical Address (Line 2)	22 Grand Street				
City	Newburgh	State	NY	Zip Code	12550
				County	Orange
What Town is your firehouse located in?	Newburgh				
The population of your fire district is:	28,866				
Are you a new Fire Department organized within the past 12 months?	☐ Yes ☒ No				
Are there any Native American Indian Communities within your fire district?	☐ Yes ☒ No				
The I.S.O. Fire Protection Insurance Rating of your jurisdiction is:	4				
If the name of your jurisdiction in the I.S.O. listing is not the same as the name of your fire department, indicate the name of the jurisdiction below:					

SECTION 2: Contact Information

Salutation	First Name	Last Name	Suffix
	Paul	Pollar	
Phone Number	Fax Number	Email Address	
845-569-7432	845-569-7435	ppollar@cityofNewburgh-NY.gov	

SECTION 3: Project Information:

Describe Project and Impact on Fire Departments Total Protection Plan: **SEARCH AND RESCUE EQUIPMENT IS NOT ELIGIBLE.**
NOTE: Only costs incurred after January 1, 2018 can be used for this year's grant.

The City has approximately a quarter of Area covered as uninhabited wildland area. From Sawkill Hill to the Bluffs of the Heights there is a large area that has steep and uneven terrain. As a primarily urban response department we are not equipped to handle the fires in our wildland area. The project would purchase equipment to assist in this and would include forestry hose and chainsaws to manage fires in this area.

SECTION 3: Project Information (continued):

Please list equipment and cost below: SEARCH AND RESCUE EQUIPMENT IS NOT ELIGIBLE.

NOTE: VFA Grant funding CANNOT be applied to an individual item costing \$5,000 or more.

4- 100' Lengths of 1" Forestry hose \$540
2- 1" Gated Y's \$430
2- 1" Nozzles \$250
2- Forestry Bags \$374
2- Stihl (or equivalent) 24" Bar Chain Saws With Gases \$1500

Enter the total amount of financial assistance requested:

\$3094.00

*NOTE: At least 50% of the cost of your grant project must be available from other sources.

SECTION 4: Certification of Eligibility

NOTE: A single community fire department serving a population greater than 10,000 AND NOT providing protection to a rural area or rural community is NOT ELIGIBLE for VFA financial assistance.

Please select the choice that represents your fire department's eligibility:

☐ A. ☐ B. ☐ C. ☒ D.

- A. A single fire department serving a rural area or rural community with a population of 10,000 or less is eligible. (per latest census)
- B. Area fire departments (fire districts, townships, etc.) may serve an aggregate population of greater than 10,000 as long as the service area of the fire department includes a rural area or rural community having a population of 10,000 or less. The VFA funding must be used to benefit the rural population.
- C. A single county or town with a population of over 10,000 that is served by two or more fire districts operating entirely within the bounds of the county or town may qualify as long as the service area of a given fire department includes a rural area or rural community or the population of the fire department's jurisdiction is 10,000 or less. The VFA funding must be used for the rural area.
- D. A single community with a population greater than 10,000 and having a single fire department with one or more fire stations may qualify. The fire dept must have a service area that includes a rural area or community that does not exceed 10,000 populations. The VFA funding must be used only for the benefit of the rural population. Similarly a single community with population greater than 10,000 that also provides fire protection to an adjoining rural community of 10,000 or less population by contract may also be eligible provided the VFA funding is used entirely to support the rural community.

☒ By checking this box, I certify that all information provided is accurate and the above-named fire department is eligible for grant assistance. I attest that, based on my personal knowledge, the above information is accurate and true. I acknowledge that pursuant to Environmental Conservation Law Section 3-0301(2)(q), any false statements made herein are punishable in accordance to Section 210.45 of the New York State Penal Code.

Certifying Applicant (signature / print name)

Date Submitted:



8/10/19

SUBMISSION INSTRUCTIONS: Email: vfagrant@dec.ny.gov (save & attach Application)

OR

Mail to: NYS Department of Environmental Conservation
Division of Forest Protection
625 Broadway - 3rd Floor
Albany, NY 12233-2560

APPLICATION DEADLINE: AUGUST 10, 2018

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Forest Protection

625 Broadway, 3rd Floor, Albany, New York 12233-2560

P: (518) 402-8839 | F: (518) 402-8840 | Rangers@dec.ny.gov

www.dec.ny.gov

MR. PAUL PULLAR
NEWBURGH FIRE DEPT
22 GRAND ST
NEWBURGH, NY 12550

08/22/2018

Re: Title IV Volunteer Fire Assistance Grant

Dear MR. PULLAR:

GRANT PROCESS COMPLETION: NOVEMBER 30, 2018

This office is pleased to inform you that **your fire department has been granted an award of \$1,500** under the federal Title IV - Volunteer Fire Assistance (VFA) Grant Program for 2018. The award is intended to assist your fire department in the purchase of wildland firefighting equipment. Reimbursement for approved eligible items, as listed in the grant application, will be made on the basis of reasonable costs incurred. In the event certain charges appear to be unreasonable, adjustments will be made on the basis of comparable quotes requested by the state of New York.

In order to provide this grant award to your fire department, it will be necessary for you to follow certain state and federal standard procedures which are outlined below. **Please complete the grant process by November 30, 2018.**

1. **Purchase eligible equipment** approved on your application. Expend \$3,000 to receive the full \$1,500 grant award. Anything less than \$3,000 expended would result in an award of 50% of your expenditures.
2. Upon receipt of your purchases, **contact your local Forest Ranger** at the nearest regional Department of Environmental Conservation office. A Forest Ranger must inspect your purchases and fill out a voucher for your signature.
3. During inspection, **provide the Forest Ranger with copies of receipted invoices and a completed W-9 Form**. The invoices provide suitable evidence for proof of purchase. The W-9 Form authorizes the NYS Office of the State Comptroller to make payment of the grant award. If you provided a W-9 Form in a prior grant year, it is not required again.

Please contact this office at (518) 402-8835 if you have any questions.

Sincerely,



Eric A Lahr, Director
Division of Forest Protection



Department of
Environmental
Conservation

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH AUCTIONS INTERNATIONAL, INC.
TO PROVIDE LIQUIDATION SERVICES TO THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh from time to time has surplus vehicles, machinery and other equipment which is no longer needed for City purposes; and

WHEREAS, such property may have some inherent commercial value to private parties; but cannot be used by the City departments or agencies; and the City has no efficient means of storing, preserving, using or otherwise deriving value from such property; and

WHEREAS, by Resolution No. 242-2016 of September 12, 2016, the City Council of the City of Newburgh authorized an agreement with Auctions International, Inc., an experienced and proven online government surplus sales service provider which sells items to anyone on the public site only charges for the items sold and buyer's premium with no charge to the municipality; and

WHEREAS, the original term of the agreement with Auctions International, Inc. was for 2 years and the City of Newburgh finds that entering into a new agreement would continue to generate revenue for the City of Newburgh from property which would otherwise go to waste, and thus 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh, 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.

Jan-'16

RESOLUTION NO.: 242 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH AUCTIONS INTERNATIONAL, INC.
TO PROVIDE LIQUIDATION SERVICES TO THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh from time to time has surplus vehicles, machinery and other equipment which is no longer needed for City purposes; and

WHEREAS, such property may have some inherent commercial value to private parties; but cannot be used by the City departments or agencies; and the City has no efficient means of storing, preserving, using or otherwise deriving value from such property; and

WHEREAS, Auctions International, Inc. is an experienced and proven online government surplus sales service provider which sells items to anyone on the public site; and

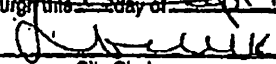
WHEREAS, Auctions International, Inc. only charges for the items sold and buyer's premium with no charge to the municipality; and

WHEREAS, entering into such a contract would generate revenue for the City of Newburgh from property which would otherwise go to waste, and thus 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh, 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.

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 9/12/16
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 12 day of Sept 2016


City Clerk

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on 10/14/2016, between City of Newburgh, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14062, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms.

The Seller agrees to provide Titles, Keys and all other Proof of Ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and/or provided by electronic means to Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The Auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Government Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

Purchaser's will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is NO commission charged to the seller.

The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

If requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty dollar (\$30) fee for each motorized vehicle/equipment, and Five dollar (\$5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds, before final payment is made to Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the renegeing bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction. At no cost to the seller.

INDEPENDENT STATUS. That during the existence of this agreement the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

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.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(x) Michael G. Ciarravino City Manager 845-569-7301
Seller's Authorizing Signature As per Rev. 242-2016 Printed Name and Agency Title Telephone Number

(x) 83 Broadway Executive Office Newburgh, NY 12550
Seller's Agency Payment Address (Check will be made out and mailed to Seller from Auctioneer for payments received)

(x) MCiarravino@cityofnewburgh-ny.gov
Seller's E-Mail Address

(x) MARC SMITH
Auctioneer's Signature

Marc Smith
Auctioneer's Printed Name

Orange
Seller's County

Jan 16

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

A RESOLUTION DECLARING A HOMELITE ROTARY SAW SERIAL NO. TG32-20296, HOMELITE ROTARY SAW SERIAL NO. T7356-50064, STIHL ROTARY SAW SERIAL NO. TS510AV #5, STIHL ROTARY SAW SERIAL NO. TS510AV #6, SNAPPER SNOW BLOWER MODEL 5241 AND SERIAL NO. 73204084, AND A 1995 CHEVROLET CAPRICE DESIGNATED VIN NO. 1G1BL52P3SR183759 TO BE SURPLUS EQUIPMENT

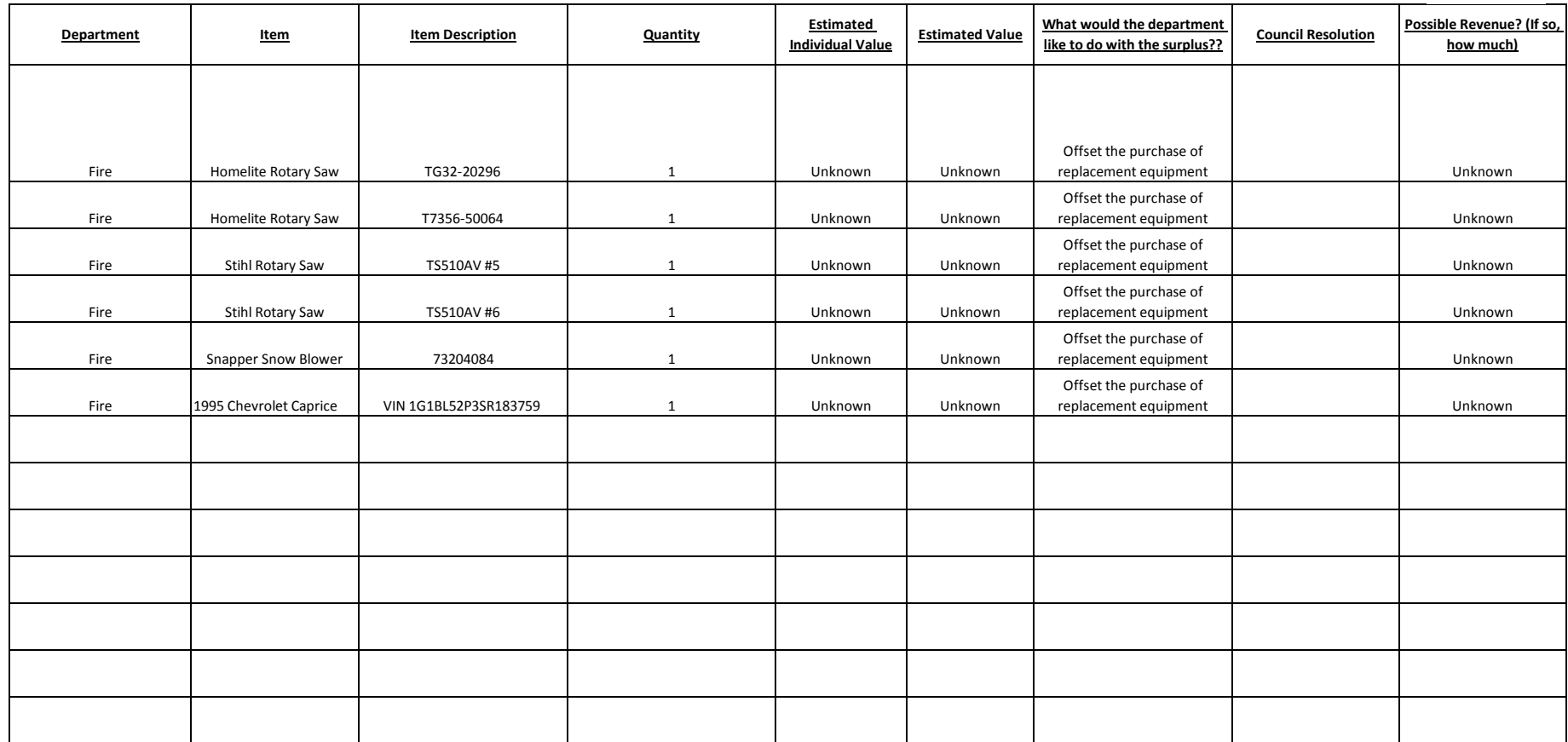
WHEREAS, the City of Newburgh Fire Department possesses a Homelite Rotary Saw Serial No. TG32-20296, Homelite Rotary Saw Serial No. T7356-50064, Stihl Rotary Saw Serial No. TS510AV #5, Stihl Rotary Saw Serial No. TS510AV #6, Snapper Snow Blower Model 5241 and Serial No. 73204084, and a 1995 Chevrolet Caprice designated VIN No. 1G1BL52P3SR183759 which are no longer of use to the City; and

WHEREAS, the Fire Department has requested that the rotary saws, snow blower and the vehicle be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the rotary saws, snow blower and vehicle surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that a Homelite Rotary Saw Serial No. TG32-20296, Homelite Rotary Saw Serial No. T7356-50064, Stihl Rotary Saw Serial No. TS510AV #5, Stihl Rotary Saw Serial No. TS510AV #6, Snapper Snow Blower Model 5241 and Serial No. 73204084, and a 1995 Chevrolet Caprice designated VIN No. 1G1BL52P3SR183759 are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus generator and vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.



CITY OF NEWBURGH FIRE DEPARTMENT

MEMORANDUM

TO: Katie Mack, Comptroller
CC: Lieutenant C. Pawlowski
FROM: Terry Ahlers, Acting Fire Chief
SUBJECT: Surplus Chevrolet Caprice 9501
DATE: August 28, 2018

Fire Department vehicle 9501, a 1995 Chevrolet Caprice sedan, VIN 1G1BL52P3SR183759 has been removed from service and should be considered surplus equipment.
Please dispose of per city policy, proceeds to go towards Fire Department equipment budget'

If you have any questions, please contact me.



Terry Ahlers,
Acting Fire Chief

CITY OF NEWBURGH FIRE DEPARTMENT

MEMORANDUM

TO: Katie Mack, Comptroller
CC: Lieutenant C. Pawlowski
FROM: Terry Ahlers, Acting Fire Chief
SUBJECT: Surplus Fire Department Saws
DATE: August 28, 2018

The following Fire Department rotary saws have been removed from service and should be considered surplus equipment.

Homelite Rotary Saw serial #TG32-20296
Homelite Rotary Saw serial #T7356-50064
Stihl Rotary Saw serial #TS510AV #5
Stihl Rotary Saw serial #TS510AV #6

Please dispose of per city policy, proceeds to go towards the Fire Department equipment budget.

If you have any questions, please contact me.



Terry Ahlers,
Acting Fire Chief

CITY OF NEWBURGH FIRE DEPARTMENT

MEMORANDUM

TO: Katie Mack, Comptroller
CC: Lieutenant C. Pawlowski
FROM: Terry Ahlers, Acting Fire Chief
SUBJECT: Surplus Snapper Snow Blower
DATE: August 28, 2018

Fire Department snow blower Model 5241 and serial number 73204084 has been removed from service and should be considered surplus equipment. Please dispose of per city policy, proceeds to go towards the Fire Department equipment budget.

If you have any questions, please contact me.

A handwritten signature in blue ink that reads "Terry Ahlers".

Terry Ahlers,
Acting Fire Chief

CITY OF NEWBURGH FIRE DEPARTMENT

MEMORANDUM

TO: Katie Mack, Comptroller
CC: Lieutenant C. Pawlowski
FROM: Terry Ahlers, Acting Fire Chief
SUBJECT: Surplus Fire Department fittings and equipment
DATE: August 28, 2018

The Fire Department has in its possession, a quantity of antique, obsolete fittings, nozzles and firefighting tools that are not suitable or safe for use. They are however, of some value to antique fire apparatus collectors. There are no identifiable serial numbers or model numbers on these fittings. I would like to have them considered surplus, but not just sold as scrap.

If you have any questions, please contact me.



Terry Ahlers,
Acting Fire Chief

ORDINANCE NO.: _____ - 2018

OF

SEPTEMBER 24, 2018

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED “FEES”
OF THE CODE OF THE CITY OF NEWBURGH
TO PROVIDE A FEE FOR A BACKFLOW TESTER SUBMITTAL FEE

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled “Fees” of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Schedule of Code Fees.

Code Section	Type of Fee	Amount
Chapter 293, Water		
<u>§ 293-23</u>	Certified backflow tester submittal fee	<u>\$15.00</u>

Section 2. This ordinance shall take effect immediately.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.