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

Council Meeting Presentations

1. Executive Session

   Proposed, pending or current litigation

   Litigación, propuesta, pendiente o actual

2. Public Hearing -- proposed local law to increase sewer rates

   A public hearing will be held on Monday, November 26, 2018 to hear comments on a proposed local law to increase sewer rates to 108% of the customer's annual water bill. (Jason Morris, George Garrison, Charles Duffy and Michelle Kelson)

   Una audiencia pública se llevara a cabo el lunes, 26 de noviembre de 2018 para escuchar comentarios públicos sobre una ley local propuesta para incrementar las tarifas de alcantarillado al 108% de la factura anual de agua del cliente. (Jason Morris, George Garrison, Charles Duffy y Michelle Kelson)

Work Session Presentations

3. 2019 Budget with Charles Duffy, CPA

   State Comptroller's Office Budget Recommendations.

   (Charles Duffy, City of Newburgh Financial Consultant, CPA)

   Recomendaciones de la Oficina del Contralor Estatal sobre el Presupuesto. (Charles Duffy, Consultor Financiero de la Ciudad de Newburgh, CPA)

Department of Public Works/ Departamento de Obras Públicas

4. Milling Surplus

   Resolution declaring street millings as surplus an authorizing disposition pursuant to the City of Newburgh's Surplus Property Disposition Policy and Procedure. (George Garrison)

   Una resolución declarando las moliendas de la calle como exceso y autorizando disposición de acuerdo con la Póliza y Procedimiento de Disposición de Propiedad en Exceso de la Ciudad de Newburgh. (George Garrison)

Engineering/Ingeniería

5. Change Order No. 3 with METRA Industries

Resolution authorizing the City Manager to execute Change Order No. 3G with Metra Industries to decrease the contract amount by $1,914.40 and decreasing the total contract amount from $3,369,469.58 to $3,367,555.18 in the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a ejecutar Cambio de Orden No. 3G con Industrias METRA para disminuir la cantidad del contrato por $1,914.40 y disminuir la cantidad total del contrato de $3,369,469.58 a $3,367,555.18 en la construcción del Proyecto de Mejoras del Alcantarillado Sanitario de las Calles Liberty y Grand. (Jason Morris)

Planning and Economic Development/Planificación y Desarrollo Económico

6. Extension of Time to Rehabilitate 2 Liberty Street

Resolution authorizing a seven month extension of time to rehabilitate premises owned by John Bonhomme known as 2 Liberty Street (Section 46, Block 1 Lot 18) (Ali Church)

Una resolución autorizando una extensión de tiempo de siete meses para rehabilitar las instalaciones propiedades de John Bonhomme conocidas como la 2 de la Calle Liberty (Sección 46, Bloque 1, Lote 18) (Ali Church)

7. Releases of Restrictive Covenants

A. Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Michele A. Williams to the premises known as 156 Lander Street (SBL 18-3-14) (Michelle Kelson)

Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y derecho de reingreso de una escritura emitida a Michele A. Williams a las instalaciones conocidas como la 156 de la Calle Lander (SBL 18-3-14) (Michelle Kelson)

B. Resolution authorizing the execution of a Release of Restrictiv Covenants and Right of Re-Entry from a deed issued to SOL Properties LLC to the premises known as 72 Hasbrouck Street (SBL 38-3-61)

U*na resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y conocidas como la 72 de la Calle Hasbrouck (SBL38-3-61)*

C. Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed Issued to MBC62 LLC to the premises known as 41 Wisner Ave. (Section 32, Block 1, Lot 8)

Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y Derecho de Reingreso de un título emitido a MBC62 LLC a las instalaciones conocidas como la 41 de la Avenida Wisner (SBL 32-1-18)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

8. Award Bid for Civil War Monument to E & L Cemetery Services

   Resolution awarding a bid and authorizing the City Manager to execute a contract with E & L Cemetery Services, LLC for the restoration of Civil War Memorial located in Downing Park in an amount not to exceed $28,398.00. (Michelle Kelson)

   Una resolución otorgando una licitación y autorizando al Gerente de la Ciudad a ejecutar un contrato con "E & L Cemetery Services, LLC" para restauración de un Monumento de la Guerra Civil ubicado en el Parque Downing por una cantidad que no exceda $28,398.00. (Michelle Kelson)

9. City-owned tax-foreclosed property insurance renewal

   Resolution authorizing approval of a general liability insurance policy for City-owned tax foreclosed properties for the period of November 27, 2018 to November 26, 2019. (Michelle Kelson)

10. Lead Line Replacement Grant - $155,000

    Resolution amending Resolution No. 7-2018 of January 8, 2018 authorizing the City Manager to accept additional grant funding in the amount of $155,000.00 for the New York State Department of Health Lead Service Line Replacement Program Grant for total grant funding in an amount not to exceed $699,745.00. (Michelle Kelson)

    Una resolución enmendando Resolución NO. 7-2018 de 8 de enero de 2018 autorizando la Gerente de la Ciudad para aceptar financiación adicional de la subvención por la cantidad de $155,000.00 para la subvención del Programa de Reemplazo de línea de servicio de plomo del Departamento de Salud del Estado de Nueva York cuyo financiamiento total de la subvención no excederá la cantidad de $699,745.00. (Michelle Kelson)

Resolutions of Support/ Resoluciones de Apoyo

11. Armory Unity Center solar installation feasibility study

    Resolution authorizing the Newburgh Armory Unity Center, Inc. to undertake a feasibility study for the implementation of a solar installation at the Armory located at 321 South William Street.

    Una resolución autorizando al "Newburgh Armory Unity Center, Inc." a realizar un estudio de viabilidad para la ejecución de una instalación solar en la Armería ubicada en la 321 de la Calle South William.

Discussion Items/Temas de Discusión

12. Conservation Advisory Council appointments

    Resolution re-appointing Gail Fulton and Alison Filosa and appointing Genie Abrams for two year terms to the Conservation Advisory Council . (Michelle Kelson)

    Una resolución renombrando a Gail Fulton y Alison Filosa y nombrando a Genie Abrams a términos de dos años al Concejo Consultivo de Conservación. (Michelle Kelson)

13. Plumbing Inspector vacancy

    (Assistant Chief Horton)

    Vacancia de Inspector de Plomería (Asistente de Jefe Horton)

14. World Mission Society Church of G-d - proposed projects

    Proyectos propuestos por la Iglesia de la Sociedad Misionera Mundial de D--s

RESOLUTION NO.: 343 - 2018

OF

NOVEMBER 13, 2018

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 26, 2018 TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS" TO INCREASE SEWER USE RENTS TO 108 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

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 Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled "Sewer Use Rents" to Increase Sewer Use Rents to 108 Percent of the Customer's Annual Water Bill; 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 26th day of November, 2018, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

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 Nov. 13, 2018 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 14 day of Nov. 20 18

City Clerk

LOCAL LAW NO.: ________-2018

OF

__________________________, 2018

A LOCAL LAW AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS" OF THE CITY OF NEWBURGH CODE OF ORDINANCES TO INCREASE SEWER USE RENTS TO 108 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

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 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled 'Sewer Use Rents' to Increase Sewer Use Rents to 108 Percent of the Customer's Annual Water Bill".

SECTION 2 - AMENDMENT

Section 248-1(B)(1) "Sewer Use Rents" shall be amended to read as follows:

Section 248-1. Imposition; method of determination.

There is hereby established and imposed sewerage facilities rents and sewer use rents, which rents are to be imposed upon the owners of real property and which rents are to be determined as follows:

B. Sewer use rents.

(1) The sewer use rent shall be ~~104~~ 108% of the customer's annual water bill, except as specified in Subsection B(2) and B(3).

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.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on January 1, 2019 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.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

METER SIZE	Min Units	WATER	OLD SEWER Rate 104%	4% SEWER INCREASE Rate 108%	TOTAL Water/ Sewer MINIMUM With new rate
5/8” In City	6	36.78	38.28	39.72	$76.50
Out of City 5/8”	9	82.80	86.11	89.42	172.22
¾”	14	85.82	89.32	92.69	178.51
1”	24	147.12	153.12	158.89	306.01

Currently the sewer rate is 104% of the water rate

RESOLUTION NO.: _____________ - 2018

OF

NOVEMBER 26, 2018

A RESOLUTION DECLARING STREET MILLINGS AS SURPLUS AND AUTHORIZING DISPOSITION PURSUANT TO THE CITY OF NEWBURGH'S SURPLUS PROPERTY DISPOSITION POLICY AND PROCEDURE

WHEREAS, the City of Newburgh Department of Public Works has reported that it is in possession of street millings which are of no use by the City of Newburgh; and

WHEREAS, the Department of Public Works has requested that the street milling be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the street millings as 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 the street millings identified on the schedule attached hereto and made part hereof 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 street millings in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

Surplus Tracker

Department	Item	Item Description	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus??	Council Resolution	Possible Revenue? (If so, how much)
DPW	1997 JCB	Backhoe	1	$ 12,000.00	$ 12,000.00	auction		$ 15,000.00
DPW	1977 Mercedes	Unimog	1	$ 7,000.00	$ 7,000.00	auction		$ 10,000.00
DPW	2009 Ditch Witch	FX60 Vac	1	$ 20,000.00	$ 20,000.00	auction		$ 25,000.00
Water	2004 Dodge	pick-up	1	$ 1,000.00	$ 1,000.00	auction		$ 1,500.00
Water	2000 JCB	Backhoe	1	$ 15,000.00	$ 15,000.00	auction		$ 17,000.00
Police	2001 Ford Crown Vic	car	1	$ 300.00	$ 300.00	auction		$ 400.00
Police	2002 Chrysler T/C	van	1	$ 500.00	$ 500.00	auction		$ 700.00
Police	2004 Ford Focus	car	1	$ 200.00	$ 200.00	auction		$ 300.00
Police	2015 Ford Explorer	SUV	1	$ 2,000.00	$ 2,000.00	auction		$ 2,500.00
DPW	Millings	Millings from road repaving projects				sell		

RESOLUTION NO.: __________ - 2018

OF

NOVEMBER 26, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 3G WITH METRA INDUSTRIES TO DECREASE THE CONTRACT AMOUNT BY $1,914.40 AND DECREASING THE TOTAL CONTRACT AMOUNT FROM $3,369,469.58 TO $3,367,555.18 IN THE CONSTRUCTION OF THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh proposes to separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

WHEREAS, by Resolution No. 277-2017 of October 10, 2017, the City Council of the City of Newburgh awarded the base bid for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (the "Project") to Metra Industries, for the amount of $3,248,115.00; and

WHEREAS, by Resolution No. 15-2018 of January 22, 2018, the City Council amended Resolution No. 277-2017 to award Additive Bid No. 1A – Water Services Replacement in the amount not to exceed $50,000.00 for the replacement of lead and water copper services associated with the Project to Metra Industries for a total contract price of $3,298,115.00; and

WHEREAS, by Resolution No. 194-2018 of August 13, 2018, the City Council authorized the City Manager to execute Change Order No. 1G to increase the contract term by 36 days until October 2, 2018 and Change Order No. 2G increasing the total contract price by $71,354.58 to a total contract price of $3,369,469.58; and

WHEREAS, further adjustments to the contract require Change Order No. 3G in the amount of $1,914.40 as a credit to Metra Industries decreasing the current total cost of the contract from $3,369,469.58 to $3,367,555.18 is required; and

WHEREAS, funding for the change order in the Project shall be derived from EFC Loan C3-7332-75/76; GL Code: HG1.8120.0200.8202.2015;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 3G in the amount of $1,914.40 as a credit to the contractor decreasing the total contract price from $3,369,469.58 to $3,367,555.18 in connection with the Metra Industries construction contract for the Liberty and Grand Streets Sanitary Sewer Improvements Project.

LETTER OF TRANSMITTAL

Barton & Loguidice
637 Broadway, Suite 2B
Newburgh, NY 12550
(845) 391-8360
(845) 391-8361 Fax

DATE: October 31, 2018 **JOB NO.:** 1352.003.001
PHASE:
ATTENTION: Mr. Jason Morris, P.E., City Engineer
RE: Liberty and Grand Streets Sewer Improvements

RECEIVED
NOV - 1 2018
CITY ENGINEER

TO: City of Newburgh
83 Broadway
Newburgh, New York 12550

WE ARE SENDING YOU: ☐ Attached ☐ Separate cover **VIA:** ☐ Hand Delivery ☒ US Mail ☐ Pickup
☐ Courier: _____ airbill # _____ Delivery: ☐ Overnight / ☐ 2-day / Other: _____
the following Items:
☐ Prints ☐ Plans ☐ Shop drawings ☐ Report ☐ Specifications
☒ Change Order ☐ Letter ☐ Application ☐ Samples ☐ Other _____

COPIES	DATE	DESCRIPTION
3	10/31/2018	Change Order 3G

THESE ARE TRANSMITTED as checked below:
☒ For approval
☐ For your use
☐ As requested
☐ For review and comment
☐ For bids due _____
☐ Approved as submitted
☐ Approved as noted
☐ Revise and Noted - Resubmit
☐ Rejected – Resubmit as Specified
☐ Resubmit _____ copies for approval
☐ Submit _____ copies for distribution
☐ Return _____ corrected plans
☐ Prints returned after loan to us
☐ Other _____

REMARKS:
Jason-

Enclosed you will find three (3) change orders from Metra Industries. Please sign and return everything to me at your earliest convenience.

Please contact our office with any questions.

Thank you,

Barton & Loguidice, D.P.C.

cc:

Printed name: Jonathan M. Amos

Title: Principal Engineering Technician

If enclosures are not as noted, kindly notify us at once.

Change Order

No. 3G

Date of Issuance: 10/16/2018 Effective Date: 10/16/2018

Project: Liberty and Grand Streets Sewer Improvements	Owner: City of Newburgh	Owner's Contract No.: 1G
Contract: General Construction		Date of Contract: October 23, 2017
Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey		Engineer's Project No.: 1352.005.002

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additional costs associated with required design changes to avoid unknown existing underground Utilities.

Attachments (list documents supporting change):

Metra extra work order numbers 14, 16,17, 18, 19, 20, 22, 23, 24, 26, 27, 29, 33, 34, design change letter, and quantity adjustments.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $3,298,115.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): ____ Ready for final payment (days or date): ____
Increase from previously approved Change Orders: $71,354.58	Increase from previously approved Change Orders Substantial completion (days): ____ Ready for final payment (days): ____
Contract Price prior to this Change Order: $3,369,469.58	Contract Times prior to this Change Order: Substantial completion (days or date): ____ Ready for final payment (days or date): ____
Decrease of this Change Order: $1,914.40	Increase of this Change Order: Substantial completion (days or date): ____ Ready for final payment (days or date): ____
Contract Price incorporating this Change Order: $3,367,555.18	Contract Times with all approved Change Orders: Substantial completion (days or date): ____ Ready for final payment (days or date): ____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By: ____	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature) Michael G. Ciaravino, City Manager	Contractor (Authorized Signature)
Date: 10/31/18	Date: ____	Date: 10-19-2018 *

Approved by Funding Agency (if applicable): *Per Res. No. -2018

____________________ Date: ____________

Liberty and Grand Streets Sewer Improvements Project
Contract 1 - General Construction

Change Order No. 3G

Item No.	Description	Reason for Change	Unit Quantity	$/Unit	Total Cost	Adjusted Time (Days)
EW 14	Curbing	Redesign of new storm sewer caused granite curb to be removed.	1 ls	$65.37		0
EW 16	Remove New Storm Drain	New storm sewer profile conflicted with existing sanitary sewer laterals.	1 ls	$3,363.23	$3,363.23	0
EW 17	4" Water Main Break	Contractor assisted city to repair 4" water main	1 ls	$2,961.59	$2,961.59	0
EW 18	4" Water Main Break	Contractor assisted city to repair 4" water main	1 ls	$661.98	$661.98	0
EW 19	Builders Risk Insurance	Cost to extend insurance certificate for additional time	1 ls	$2,816.88	$2,816.88	0
EW 20	Concrete Collar	Concrete collar installed to connect the new HDPE pipe to the existing brick storm pipe.	1 ls	$8,752.35	$8,752.35	0
EW 22	Water Main repair	Contractor assisted city to repair 4" water main	1 ls	$5,972.58	$5,972.58	0
EW 23	CCTV Acces on Grand	Contractor was directed to excavate and shore a pit to allow access to the existing sewer for CCTV and cleaning	1 ls	$3,035.86	$3,035.86	0
EW 24	CCTV Acces on Grand	Contractor was directed to excavate and shore a pit to allow access to the existing sewer for CCTV and cleaning	1 ls	$3,035.86	$3,035.86	0
EW 26	Remove Trench Box and Plates	Contractor removed the trench box and plates from access for for flushing sewer on Grand street and backfilled hole.	1 ls	$2,162.14	$2,162.14	0
EW 27	Emergency Work	Contractor disconnected temporary tie in of existing sewer system to the new storm sewer and reconected to the new sanitary sewer.	1 ls	$8,032.62	$8,032.62	0
DC 2	Design Change	Additional costs resulting from design changes of the sanitary sewer on Liberty Street	1 ls	$110,407.95	$110,407.95	0
EW 29	8" Water Main Repair	Contractor assisted city to repair 8" water main	1 ls	$10,682.12	$10,682.12	0
EW 33	Manhole 2B Modification	Contractor cut new hole in structure due to design changes	1ls	$1,809.02	$1,809.02	
EW 34	Rock Excavation	During excavation of revised profile of sanitary sewer rock had to be removed.	1 ls	$20,991.42	$20,991.42	0
Qty's	Bid Item Qty Adjustment	See attached sheet	1ls	-$186,600.00	-$186,600.00	
		Total This Change Order:			($1,914.40)	

CITY OF NEWBURGH - CONTRACT 1: GENERAL CONSTRUCTION BID#4.17
1352.005.002 - LIBERTY & GRAND STREETS SEWER IMPROVEMENTS PROJECT
METRA INDUSTRIES

Item	Description	Estimated Quantity	Unit	Estimate Contract		Final Complete Construction		Quantity Adjustment	
				Unit Price	Amount	Quanity	Amount	Quantity	Amount
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
4	6" non pressure	3350	LF	$100.00	$ 335,000.00	1900	$ 190,000.00	-1450	$ (145,000.00)
5	8" non pressure	1400	LF	$104.00	$ 145,600.00	1000	$ 104,000.00	-400	$ (41,600.00)
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
		Total Quantity Cost			**$480,600.00**		**$ 294,000.00**	Total	**$ (186,600.00)**

I CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE ESTIMATED AND FINAL AS-BUILT CONTRACT QUANTITIES

BY: ______________________
Jonathan Amos
Construction Manager

DATE: 9/28/2018

RESOLUTION NO.: ________ - 2018

OF

NOVEMBER 26, 2018

A RESOLUTION AUTHORIZING A SEVEN MONTH EXTENSION OF TIME TO REHABILITATE PREMISES OWNED BY JOHN BONHOMME KNOWN AS 2 LIBERTY STREET (SECTION 46, BLOCK 1, LOT 18)

WHEREAS, the City of Newburgh did convey the premises located at 2 Liberty Street, more accurately described as Section 46, Block 1, Lot 18 on the official Tax Map of the City of Newburgh, by deed dated December 11, 2015; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about June 11, 2017; and

WHEREAS, John Bonhomme, the owner of property located at 2 Liberty Street in the City of Newburgh, was unable to comply with the deadline; and

WHEREAS, by Resolution No. 268-2017 of September 25, 2017, this Council authorized a one (1) year extension of time to rehabilitate extension of time to rehabilitate said premises until September 25, 2018; and

WHEREAS, John Bonhomme, despite his diligent efforts to complete the rehabilitation of the premises, was unable to comply with the September 25, 2018 deadline, and continues to diligently complete the renovation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its continued development to grant the requested extension until June 29, 2019;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that John Bonhomme be granted a seven (7) month extension to rehabilitate the premises known as 2 Liberty Street in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before June 29, 2019, that being seven (7) months from the date of this Resolution.

CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

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

www.cityofnewburgh-ny.gov

received 10/15/18

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

MEETING DATE: October 12, 2018

SUBJECT: 2 LibertyStreet, Request for Extension

Following a review of the building file, a site inspection and speaking to David Kohl, progress on the project has been continuing at a reasonable pace. The owner is working towards completion of the renovation and his request for an extension is reasonable and supported by my office.

Thank you.

RESOLUTION NO.: ________-2018

OF

NOVEMBER 26, 2018

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO MICHELE A. WILLIAMS TO THE PREMISES KNOWN AS 156 LANDER STREET (SECTION 18, BLOCK 3, LOT 14)

WHEREAS, on September 1, 2017, the City of Newburgh conveyed property located at 156 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 3, Lot 14, to Michele A. Williams; and

WHEREAS, the owner has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, it has been determined that 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 156 Lander Street, Section 18, Block 3, Lot 14 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 September 1, 2017 from THE CITY OF NEWBURGH to MICHELE A. WILLIAMS, recorded in the Orange County Clerk's Office on November 15, 2017, in Liber 14319 of Deeds at Page 160 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

Recv'd
11/13/18 DT.

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

DATE: November 13, 2018

SUBJECT: 156 Lander Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 156 Lander Street owned by Michele Williams, I conducted an inspection of the property on 11/9/2018 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.

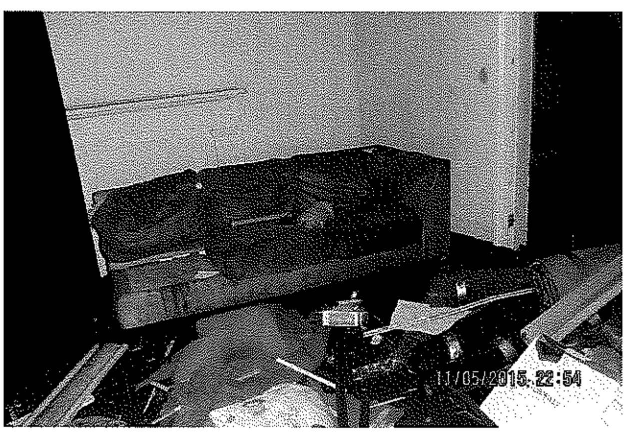
There are no open permits.

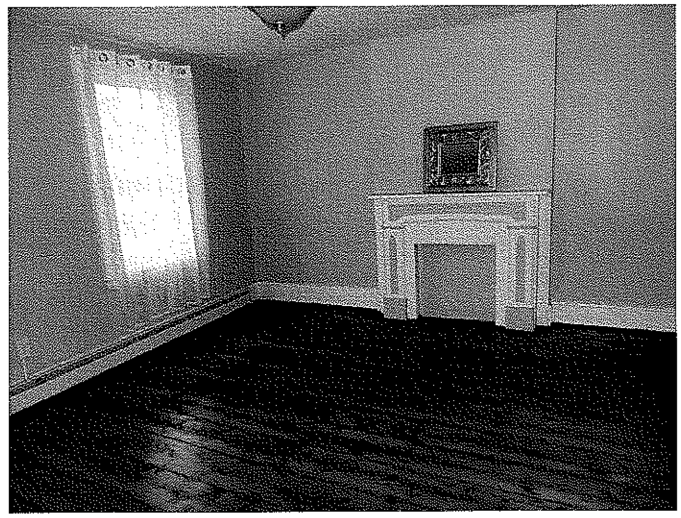
There is a valid Certificate of Occupancy on file from 4/23/1974 and updated on 11/13/2018 for a Two Family Dwelling.

Thank you.

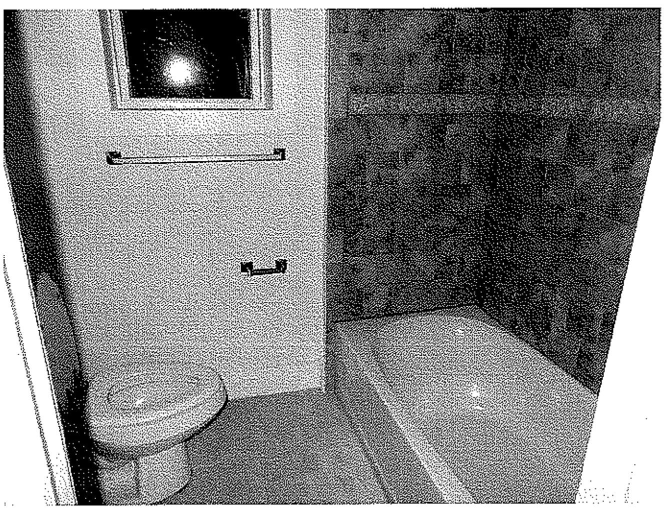

WILLIAM
RAVEIS
raveis.com
914.276.0900
156

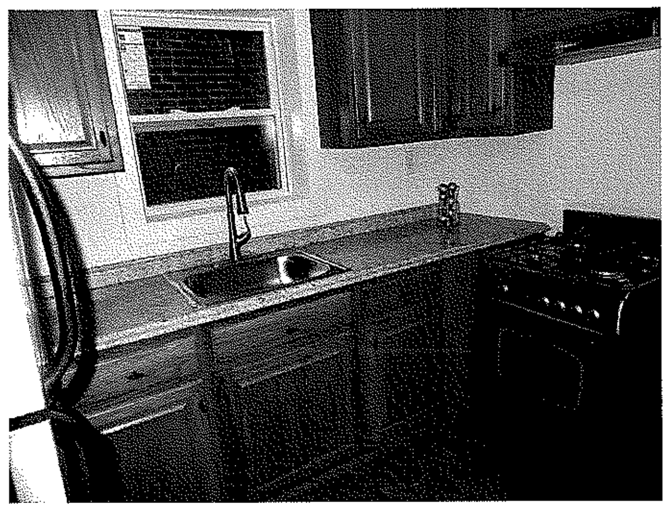
156 Lander St—Before Renovation

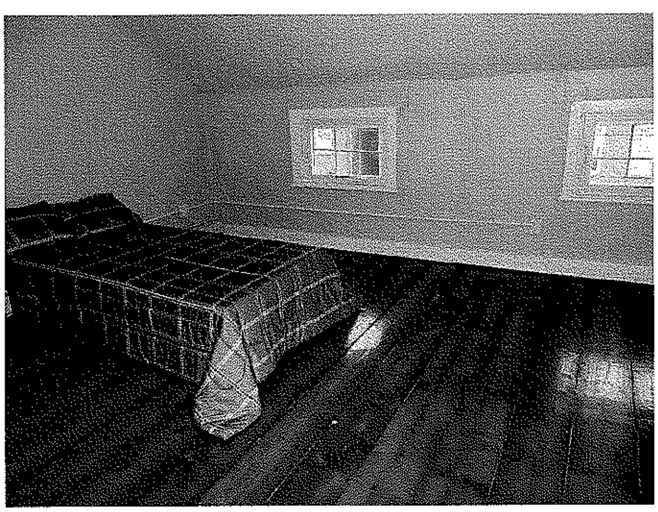


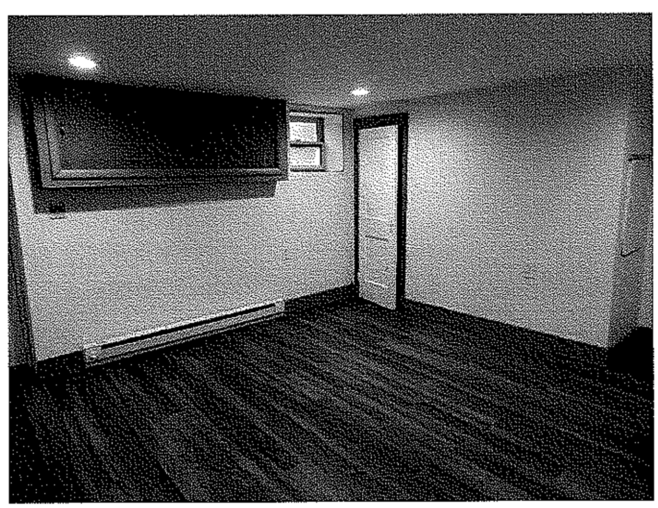


156 Lander Street —After Renovation









CITY OF NEW BURGH
OFFICE OF THE BUILDING INSPECTOR
123 Grand St Newburgh, NY 12550

CERTIFICATE OF OCCUPANCY

To the owner or lessee of the building or premises **Issued:** 11/13/2018

Location of Property: 156 Lander St

Owned By: MICHELE WILLIAMS
45 ARGYLE ST
LAKE PEEKSKILL, NY 10537

This Certificate is Issued Subject To The Limitations Hereinafter Specified

PERMISSIBLE USE AND OCCUPANCY

STORY	SECTION	NUMBER OF PERSONS WHO MAY OCCUPY	USE (OCCUPANCY CLASS)
Basement	Complete	-	Storage Only - No residential
First Floor	Complete	Three Occupants	One Family Residential
Second & Third Floor	Complete	Five Occupants	One Family Residential

SBL: 18-3-14 **Receipt Number:** 57400

SECTION 122-21 (C) OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH STATES:
"No change shall be made in use or type of occupancy of an existing building unless a certificate of occupancy authorizing such change shall have made by the building official."

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

Inspection Date: 11/9/2018

Building Inspector

THIS CERTIFICATE MUST BE POSTED CONSPICUOUSLY POSTED ON THE PREMISES

RESOLUTION NO.: ________-2018

OF

NOVEMBER 26, 2018

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO SOL PROPERTIES, LLC TO THE PREMISES KNOWN AS 72 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 61)

WHEREAS, on March 23, 2015, the City of Newburgh conveyed property located at 72 Hasbrouck Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 3, Lot 61, to SOL Properties, LLC; and

WHEREAS, SOL Properties, 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 72 Hasbrouck Street, Section 38, Block 3, Lot 61 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 March 23, 2015, from THE CITY OF NEWBURGH to SOL PROPERTIES, LLC, recorded in the Orange County Clerk's Office on April 9, 2015 in Liber 13875 of Deeds at Page 108 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.

____

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

DATE: November 5, 2018

SUBJECT: 72 Hasbrouck Street, Release of Restrictive Covenants

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With regard to the request related to the release of the restrictive covenants for 72 Hasbrouck Street owned by SOL Properties LLC., I conducted an inspection of the property on 10/30/2018 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 3/29/1967 for a Two Family Dwelling.

Thank you.


70

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

Date April 4, 1967

CERTIFICATE OF OCCUPANCY

To the owner or lessee of the building or premises:

Located at: 72 Hasbrouck St. Newburgh, N.Y.

Owned by: Mona E. Nicoletti, 61 Mill Street

This Certificate Is Issued Subject To The Limitations Hereinafter Specified

PERMISSIBLE USE AND OCCUPANCY

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

3/29/67

BUILDING CODE SECTION 103.4 READS AS FOLLOWS:
(a) No change of occupancy shall be made in a building or structure that is not consistent with the last issued Certificate of Occupancy for such building or structure, unless a new Certificate of Occupancy is secured.

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

Code Compliance Supervisor

This certificate must be conspicuously posted on the premises.

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

LICENSE NUMBER
00138-18R

RENTAL LICENSE

Date of Issue
April 16, 2018

THIS LICENSE EXPIRES
ONE (1) YEAR FROM
DATE OF ISSUANCE

PROPERTY: 38-3-61, 72 Hasbrouck St

RENTAL UNITS/OCCUPANTS: First Floor 4 Occupants
Second Floor 4 Occupants
Basement to Remain Vacant

RECEIPT #/ FEE: /190.00

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

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

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

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

OWNER MAILING ADDRESS
SOL Properties LLC
PO BOX 144
Vails Gate, NY 12584

THIS LICENSE MUST BE
DISPLAYED

Steven C. Hunter

AUTHORIZED SIGNATURE

RESOLUTION NO.: ________-2018

OF

NOVEMBER 26, 2018

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO MBC62 LLC TO THE PREMISES KNOWN AS 41 WISNER AVENUE (SECTION 32, BLOCK 1, LOT 8)

WHEREAS, on December 8, 2017, the City of Newburgh conveyed property located at 41 Wisner Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 32, Block 1, Lot 8, to MBC62 LLC; and

WHEREAS, the owner has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, it has been determined that 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 41 Wisner Avenue, Section 32, Block 1, Lot 8 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 December 8, 2017 from THE CITY OF NEWBURGH to MBC62 LLC, recorded in the Orange County Clerk's Office on January 3, 2018, in Liber 14342 of Deeds at Page 887 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
OFFICE OF CODE COMPLIANCE
123 Grand St   Newburgh, NY 12550

CERTIFICATE OF COMPLIANCE

To the owner or lessee of the building or premises   Issued: 10/19/2018

Location of Property: 41 Wisner Ave

Owned by: MBC62 LLC

This Certificate Is Issued Subject To The Limitations Hereinafter Specified

PERMISSIBLE USE AND OCCUPANCY

Description of Work: Demolition of 3 story residential building.

2018-00399

Section, Block, Lot: 32-1-8

Tax Map Address if Different:

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

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

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

Inspection Date: 10/19/2018

Code Compliance Supervisor

THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED ON THE PREMISES

City of Newburgh

Permit Search

11/7/2018 - 11/7/2018

Permit #	Permit Type	Date	Status	Identifier	Location Name	Street#	Address	Contact	Department
2018-00399	Demolition of 3/4 DU	4/24/2018	Completed	32-1-8		41	Wisner Ave	COMPLETE R & R INC	Codes/Fire Department

RESOLUTION NO.: __________- 2018

OF

NOVEMBER 26, 2018

A RESOLUTION AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH E & L CEMETERY SERVICES, LLC FOR THE RESTORATION OF THE CIVIL WAR MEMORIAL LOCATED IN DOWNING PARK IN AN AMOUNT NOT TO EXCEED $28,398.00

WHEREAS, in 2015, an early morning motor vehicle accident caused significant damage to the Civil War Memorial erected in 1934 by The Daughters of the Union; and

WHEREAS, the City proposes to restore this monument in the same location near the corner of Third Street and Robinson Avenue in Downing Park; and

WHEREAS, the City of Newburgh duly advertised for bids in connection with the restoration of the Civil War Memorial located in Downing Park; and

WHEREAS, bids have been duly received and opened and E & L Cemetery Services, LLC is the low bidder; and

WHEREAS, funding for the project shall be derived from CG.7110.0400.3026.2020 and TE.7110.0448 through a combination of grant funds, insurance recoveries and donations raised by the Downing Park Planning Committee;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the restoration of the Civil War Memorial located in Downing Park be and it hereby is awarded to E & L Cemetery Services, LLC, for the amount of $28,398.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to accept donations in support of the Civil War Monument Restoration from the Downing Park Planning Committee with appreciation and thanks of the City of Newburgh.

E & L Cemetery Services, LLC
2856 Banwick Road
Columbus, Ohio 43232
866-451-7052

October 22, 2018

City of Newburgh, New York
Kathryn Mack
Office of the Comptroller
City Hall
83 Broadway, 4th Floor
Newburgh, New York 12550

ATTN: Kathryn Mack

RE: RFP #12.18 City of Newburgh Civil War Monument Restoration

Ms. Kathryn Mack,

We are entering a bid for the above referenced project in the amount of $28,398.00 USD. Details of our proposal is below:

1. To provide Vermont White Marble to replace the damaged memorial as depicted in your photos. This includes:
    a. All marble pieces as depicted in photos
    b. Delivery and installation of the memorial
    c. Post bid award visit to site to confirm all measurements, dimensions and distinguishing features to provide an EXACT replica of original memorial. Visit to be coordinated with the Office of the Comptroller
    d. Crane and delivery costs are included
    e. All materials required – stainless steel dowel rods, epoxies, sealants, rigging, labor etc...are inclusive in the bid price
2. The memorial will be installed upon the EXISTING foundation. In the event a concrete foundation is not present, we will coordinate with the City of Newburgh to facilitate a new foundation. The cost of the foundation IS NOT included in the bid price offering. We often find that the municipality has both the equipment and resources for such work at a much more favorable price when compared to an outside contractor in the event a foundation is required.
3. Final drawings will be submitted for approval PRIOR to commencement of the work based on ACTUAL measurements taken post award.
4. Color samples of the Vermont White Marble will be provided prior to the commencement of the work for approval by the City of Newburgh
5. Installation of the existing bronze dedication plaque on the new memorial
6. Removal of the old memorial (if the City so desires).
7. Does NOT include attaching the existing water fountain bowl

E & L Cemetery Services, LLC
2856 Banwick Road
Columbus, Ohio 43232
866-451-7052

October 22, 2018

Please find the attached documentation:

1. Examples of prior work – for additional capability and examples, we encourage a visit to our website – www.eandlcemeteryservices.com
2. Project PRELIMINARY drawings derived from the description provided in the RFP. Final drawings to be prepared after a site visit POST award
3. Cost Sheet with bid total
4. Conflict of Interest Certification
5. Insurance Certificate with City of Newburgh named as an additional insured
6. Worker's Compensation/Disability CE-200 exemption
7. Bid Bond in the amount of $10,000.00

Respectively Submitted,

Edward Curtis
Managing Member
E & L Cemetery Services, LLC
Dba Columbus Memorials, LLC

E & L Cemetery Services

E & L Cemetery Services, LLC
2856 Banwick Road
Columbus, Ohio 43232
866-451-7052

City of Newburgh – RFP No. 12-18

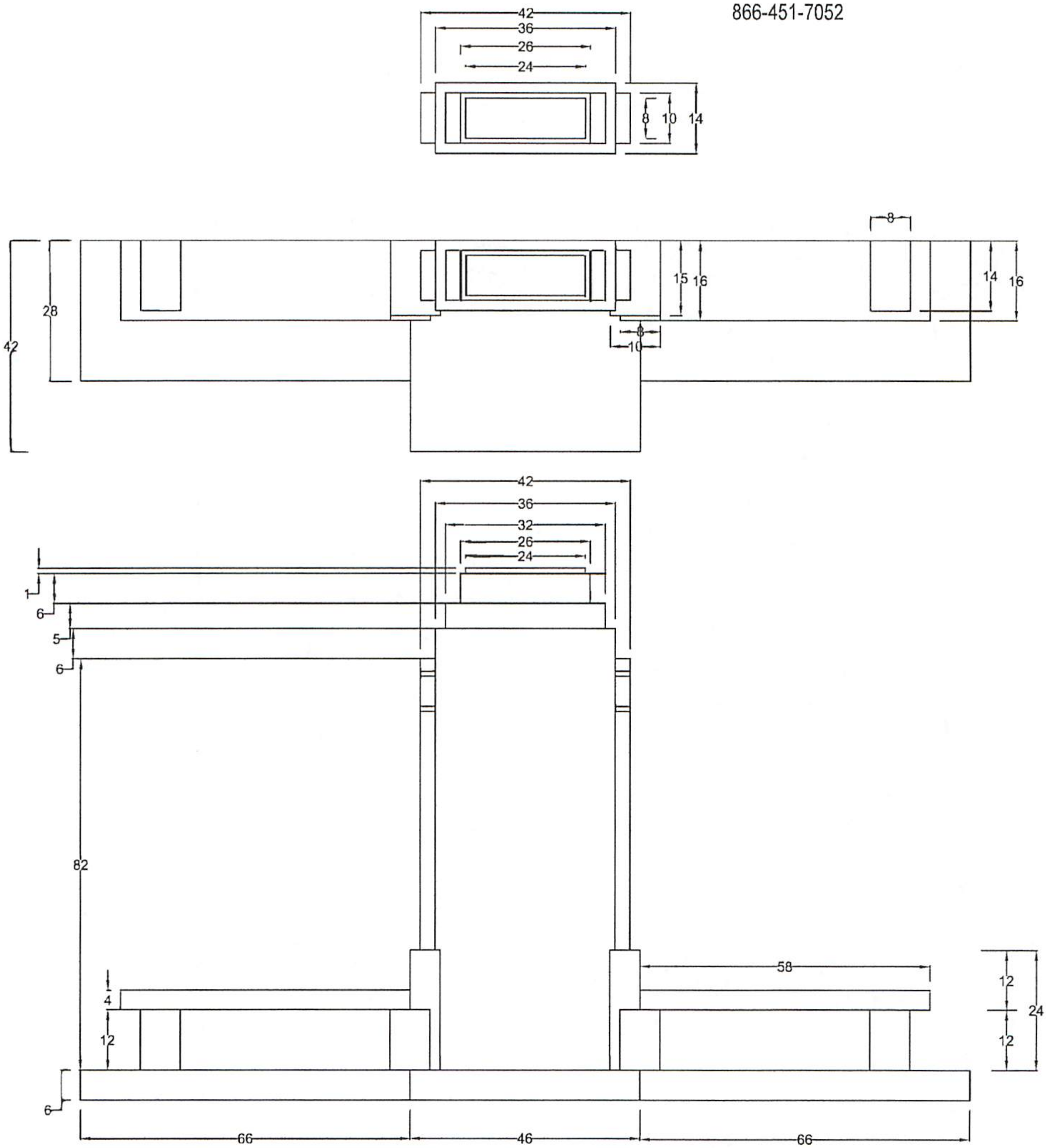
Total Bid Price - $28,398.00 USD

E & L Cemetery Services, LLC

2856 Banwick Road

Columbus, Ohio 43232

866-451-7052



Material - White Vermont Marble
Finish - to match exisiting Memorial

NOTE: Dimensions are estimates based on descriptive wording in RFP #12-18. Final drawing will be submitted with EXACT measurements to insure accurate replication of exisitng Memorial

Company Bio

E & L Cemetery Services LLC., was founded in 2014 by Edward "Eddie" Curtis and Lindsay Stevenson. Together they filled a need for installation of small scale family memorials up to large private estate and civic projects.

Eddie started in the memorial industry at the age of nineteen with one of the most progressive monument firms in Elberton, Georgia. Working for an organization that was on the forefront of technology with the very first large rotary diamond saw from Germany and the first automatic polishing bed machine from France. Eddie has devoted his career to the advancement of industrial processes through innovation.

During the thirty-four years in Elberton, Eddie was fortunate to also be associated with other industrial firms that utilized his skills in plant management, equipment design, process improvement and quality control. Having traveled to more than thirty different countries assisting and working alongside some of the world's largest engineering and construction firms, those skills continue to grow and the desire to be a business owner became a reality with the formation of E & L.

Many of the years spent traveling abroad nurtured key supplier relationships in both China and India, which fulfill the competitive advantages offered from those regions for all facets of memorial production and supply.

Likewise, Lindsay has many years in the memorial industry. Starting in his family's fourth generation monument company based in northeast Ohio at the age of thirteen. During his 20 years in the family business, he held several positions and gained valuable industry experience. Starting as hired summer help, cleaning finished monuments, assisting in installations and sandblasting, he ended his chapter with the family business as Vice President in 2007, at which point he joined the team of one of the largest wholesale granite suppliers in the United States. During the nearly 10 years with them, he served in several capacities including Purchasing Manager, Production Manager and Lead Quote Specialist, until both he and Eddie decided to leave their jobs to pursue their businesses full time.

Since E & L's inception in 2014, Eddie and Lindsay have enjoyed taking part in several larger scale projects throughout the country. In addition to installation, they also offer restoration and national retail sales through E & L's sister company, **Columbus Memorials LLC.**

Both companies are fully licensed and insured. All granite supplied through **Columbus Memorials LLC.**, is backed by a *Written Full Perpetual Warranty*

Below are a few photos of finished jobs, along with project references.

Additional examples are available upon request and proof of insurance can also be provided.

Lawn Croft Cemetery Columbarium Project – Linwood, PA

Catherine Braik, Cemetery Admin.   Ph. 610.485.9569

Details: Phase I, Two China Gray 48 Niche (24 per side) Columbaria with Blue Pearl Doors

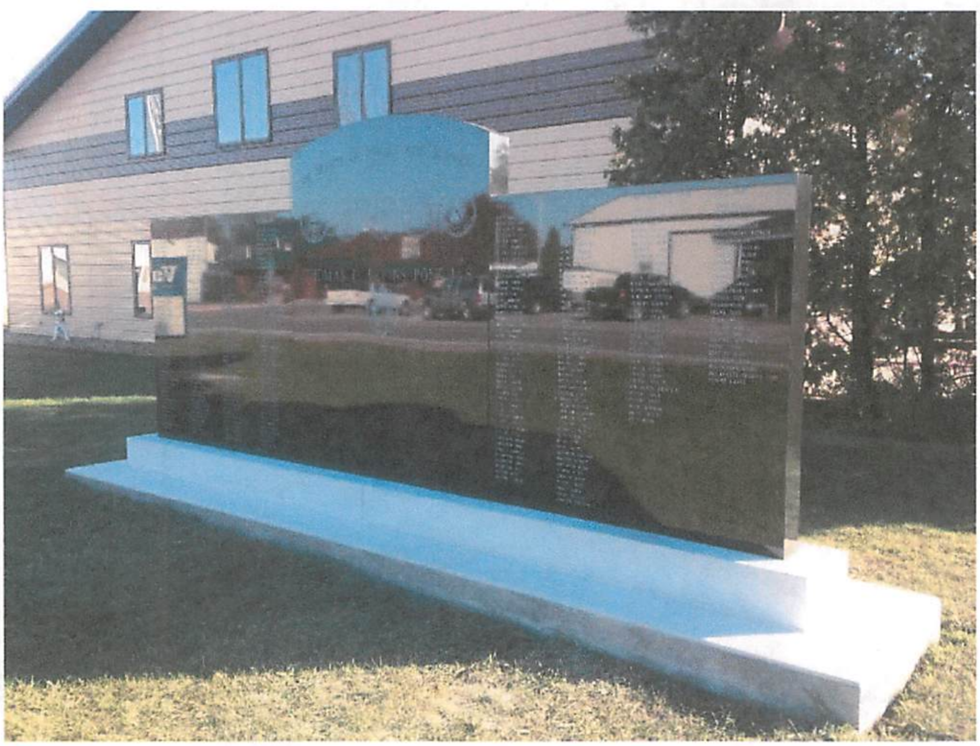
Installed: October 2016


Vanhorn Post #148 Veterans Memorial – Vanhorn, IA

T.J. Kloster, Project Manager, Kloster Memorials   Ph. 515.290.4161

Details: Three Large Black Granite Tablets, China Gray Base, Laser Engravings

Installed: October 2016

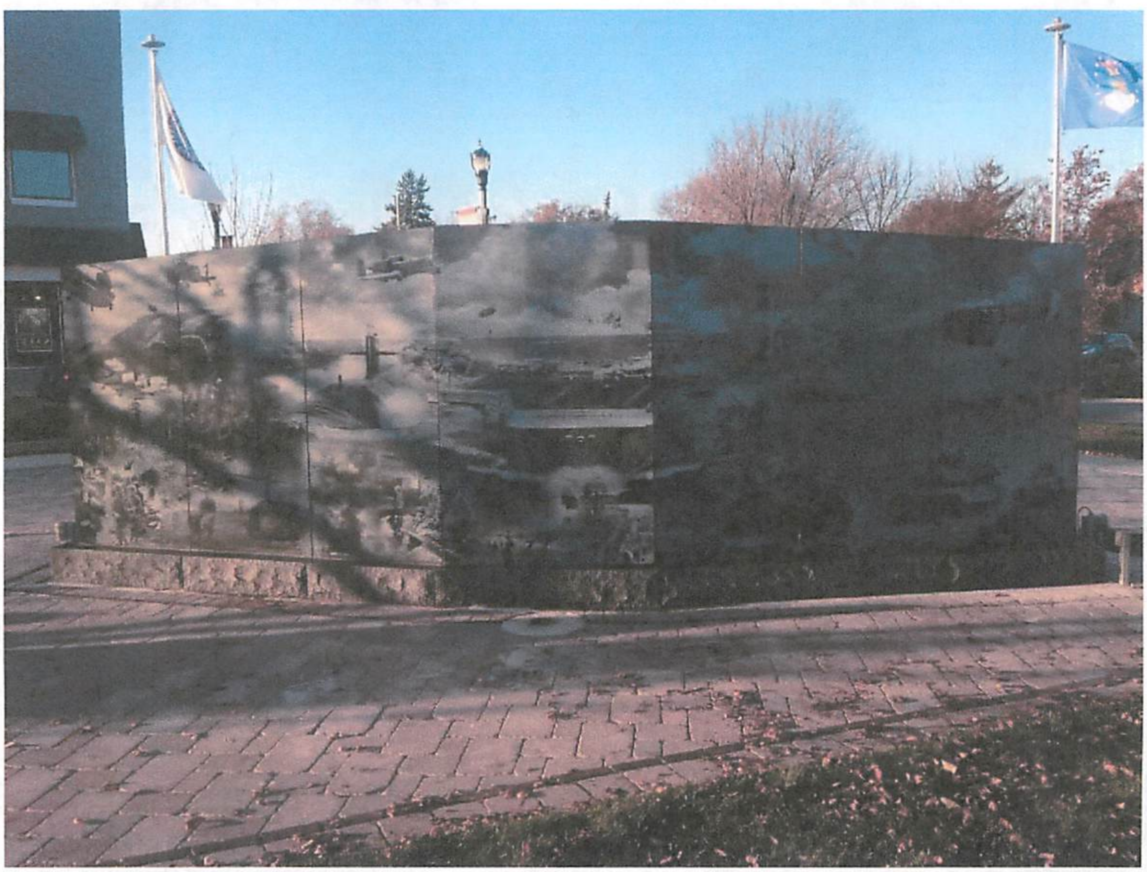


Huntley Area Veterans Memorial – Huntley, IL

Dawn Ellison, President of Huntley Area Veterans Foundation Ph. 847.354.2495

Details: Seven Large Black Tablets, Matching Bases, One Black and One Red Garden Bench, Large Black Bevel Marker, Combination of Laser and Sandblast Engravings

Installed: June 2016



Village of Lake in the Hills Veterans Project – Village of Lake in the Hills, IL

Fred Mullard, Public Works Manager   Ph. 847.960.7502

Details: Phase I, Five Individual Black Granite Tablets, Laser Engraving.

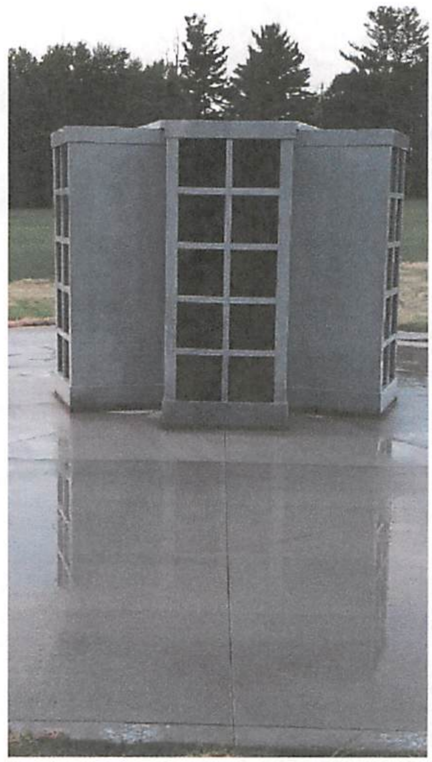
Installed: November 2015

Enon Cemetery Columbarium Project – Enon, Ohio / Mad River Twp.

Joseph Catanzaro, Trustee   Ph. 937.605.2449

Details: Five 10 Niche China Gray Columbaria with Black Doors and China Gray Connecting Roof Cap

Installed: July 2016

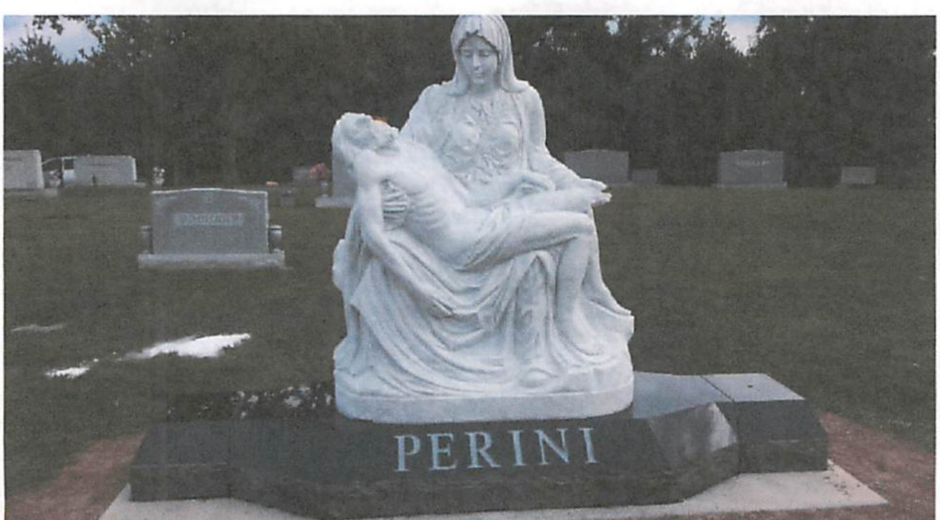


Perini Private Estate Memorial – Greencastle, PA

Rick Freeman, Greencastle Bronze & Granite Co.   Ph. 717.597.4580

Details: Fully Sculpted Carrara White Marble Statue on Black Bases

Installed: October 2015

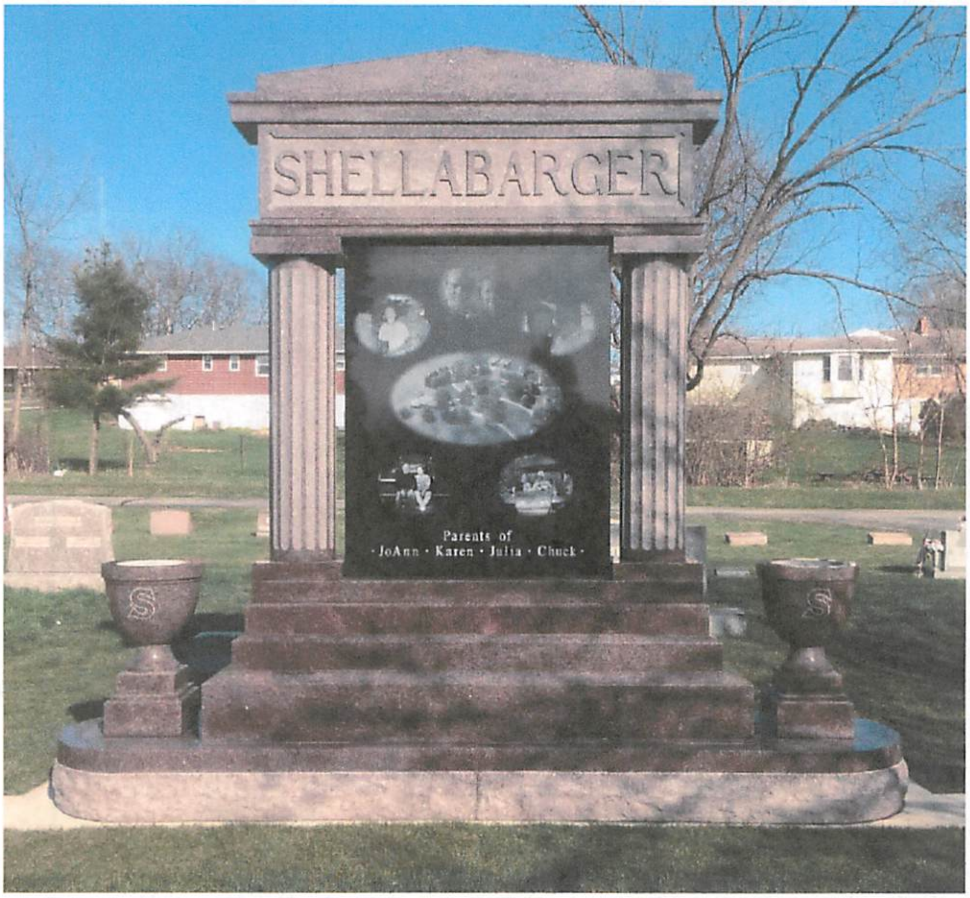


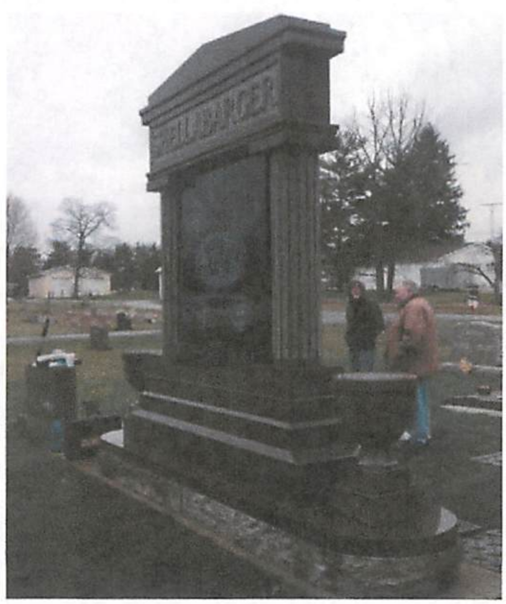
Shellabarger Family Estate Memorial – Enon, Ohio

Joseph Catanzaro, Catanzaro Monuments   Ph. 937.605.2449

Details: (16) Piece Cap & Pillar Memorial in Dakota Mahogany with Black Center Tablet, Sandblasted and Laser Engraved Photos

Installed: March 2017





City of Newburgh
Comptroller's Office
Conflict of Interest Certification

Please answer the following questions, and sign and notarize this certification on the last page. This certification must be submitted with any application for Contractor Pre-Qualification for the Lead Service Line Replacement Program through the City of Newburgh Comptroller's Office.

1. Are you an official, employee or member of any board or agency of the City of Newburgh?

   Yes__________ No XXX______

   If yes, please describe your position:

   ____

2. Are you related by blood or marriage to any official, employee or member of any board or agency of the City of Newburgh?

   Yes__________ No XXX________

   If yes, please identify the official(s), employee(s) or member(s) and describe your relationship:

   ____
   ____
   ____

3. Do you have any corporate, partnership, landlord-tenant-or other business relationship with any official, employee or member of any board or agency of the City of Newburgh?

   Yes__________ No XXX________

   If yes, identify the official(s), employee(s) or member(s) and describe the business relationship:

   ____
   ____
   ____

4. Are you doing business in any of the following ways with any official, employee, or member of any board or agency of the City of Newburgh(check any that are applicable, if other, please describe):

   Yes__________ No XXX________

   ____ Purchaser or Seller of Goods (please describe on attached sheet)
   ____ Loan or Grant Recipient (please describe on attached sheet)
   ____ Provision of Services (please describe on attached sheet)
   ____ Other (please describe)

   ____

City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 2

I, Edward Curtis, hereby certify that all information contained in this certification, as well as all information contained in my application to the Comptroller's Office, is true and accurate.

Signature 22 ETC

October ~~18,~~ 2018
Date

State of Ohio
SS:
County of Fairfield

On the 22 day of OCTOBER, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared EDWARD CURTIS,
Know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

Ronald C Payne
Notary Public

NOTARIAL SEAL
STATE OF OHIO

RONALD C. PAYNE
Notary Public, State of Ohio
My Commission Expires 07-16-2022

Giacomos
MEMORIALS
INC.

October 2018

Downing Park Monument

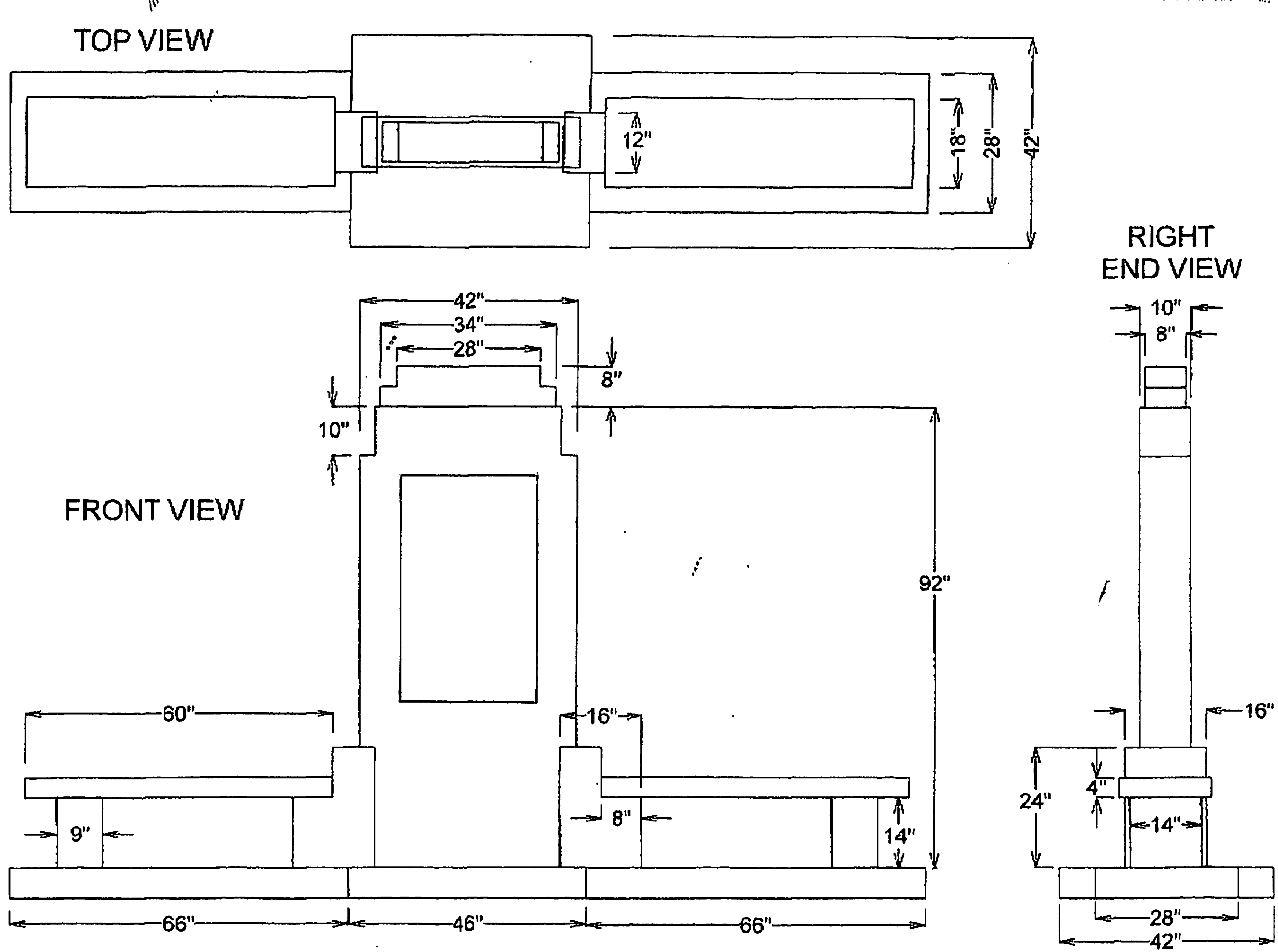
Monument · 3.6 x 0.10 x 7.8
Monument Cap · 2.10 x 0.8 x 0.8
Bench Seats - 2 · 5.0 x 1.6 x 0.4
Bench Supports · 2 · 0.9 x 1.2 x 1.2
Bench Supports · 2 · 1.4 x 1.0 x 2.0
Center Base · 3.10 x 3.6 x 0.6
End Bases · 2 · 5.6 x 3.4 x 0.6

Complete · delivery · setting · freight

Vermont Marble · 46,500.00

Thank You

Designer Jack Saffioti Engraver
61 Quassaick Avenue • New Windsor, New York 12553 • (845) 562-5360



GIACOMOS MEMORIALS
MED. BARRE DIE: 3-6 X 0-10 X 7-8
ALL STEELED
MED. BARRE DIE CAP: 2-10 X 0-8 X 0-8
ALL STEELED
2 MED. BARRE SEATS: 5-0 X 1-6 X 0-4
ALL STEELED

2 OUTER SUPPORTS: 0-9 X 1-2 X 1-2
ALL STEELED
2 MED. BARRE INSIDE SUPPORTS: 1-4 X 1-0 X 2-0
ALL STEELED

CENTER BASE: 3-10 X 3-6 X 0-6
ALL STEELED
2 END BASES: 5-6 X 2-4 X 0-6
ALL STEELED

GLOBAL VALUES
RP ---IMPORTANT---
A SIGNED FAX DRAWING CONSTITUTES YOUR FINAL APPROVAL. PLEASE CHECK ALL ASPECTS OF THIS FAX DRAWING
APPROVED ____________
DATE ____________

City of Newburgh
Comptroller's Office
Conflict of Interest Certification

Please answer the following questions, and sign and notarize this certification on the last page. This certification must be submitted with any application for Contractor Pre-Qualification for the Lead Service Line Replacement Program through the City of Newburgh Comptroller's Office.

1. Are you an official, employee or member of any board or agency of the City of Newburgh?
   Yes__________ No____✓____

   If yes, please describe your position:

   ____

2. Are you related by blood or marriage to any official, employee or member of any board or agency of the City of Newburgh?
   Yes__________ No____✓____

   If yes, please identify the official(s), employee(s) or member(s) and describe your relationship:

   ____
   ____
   ____

3. Do you have any corporate, partnership, landlord-tenant-or other business relationship with any official, employee or member of any board or agency of the City of Newburgh?
   Yes__________ No____✓____
   If yes, identify the official(s), employee(s) or member(s) and describe the business relationship:

   ____
   ____
   ____

4. Are you doing business in any of the following ways with any official, employee, or member of any board or agency of the City of Newburgh(check any that are applicable, if other, please describe):
   Yes__________ No____✓____
   ____ Purchaser or Seller of Goods (please describe on attached sheet)
   ____ Loan or Grant Recipient (please describe on attached sheet)
   ____ Provision of Services (please describe on attached sheet)
   ____ Other (please describe)

   ____

City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 2

I, JACK R. SAFFIOTI, hereby certify that all information contained in this certification, as well as all information contained in my application to the Comptroller's Office, is true and accurate.

Signature

OCT. 22, 2018
Date

State of New York
SS:
County of Orange

On the 22 ND day of October, 20 18, before me, the undersigned, a Notary Public in and for said state, personally appeared JACK SAFFIOTI, Know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

Notary Public

DONNA VANDERMARK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA4738695
Qualified in Orange County
My Commission Expires February 28, ~~2010~~ 2022

PCC
CONTRACTING
INCORPORATED

Tuesday, October 23, 2018

Ms. Kathryn Mack
City Comptroller
City of Newburgh, NY

Re: **Newburgh Civil War Monument**
Downing Park
Newburgh, NY

Dear Ms. Mack,

PCC Contracting, Inc. in conjunction with Lacey Thaler Reilly Wilson Architecture proposes to supply all architectural design, supervision, labor, material, and equipment necessary to perform the below detailed work for a lump sum of **$139,050.00 (One Hundred Thirty-Nine Thousand Fifty Dollars).**

Scope of Work:

1) ***Replication of the Downing Park Civil War Monument***
   a) *Architectural design of fabrication to replicate original monument.*
   b) *Restore or replace monument foundation.*
   c) *Erection of center fountain stele and two benches*
   d) *Reinstallation of bronze plaque.*

Enumeration of Contract Documents

- *Notice: City of Newburgh RFP# 8.18, Dated 07/02/2018*

Sincerely,

PCC Contracting, Inc.

Chris Fahnestock
Project Manager

PCC
CONTRACTING
INCORPORATED

Tuesday, October 23, 2018

Ms. Kathryn Mack
City Comptroller
City of Newburgh, NY

Re: **Newburgh Civil War Monument**
Downing Park
Newburgh, NY

Dear Ms. Mack,

PCC Contracting Inc. and Lacey Thaler Reilly Wilson Architecture and Preservation would like to extend the following qualifications and proposal for restoration of the Newburgh Civil War Monument at Downing Park. PCC Contracting and LTRW have collaborated on restoring landmarks throughout New York State and would be honored to participate in the restoration of this very important piece of history. Please take a minute and read through a short list of our most decorated projects.

- Spirit of Life & Spencer Trask Memorial – Erected in 1915 by Katrina Trask as a tribute to her deceased husband this monument is a constant reminder of our duties to preserve our national resources. 100 years after its dedication in 2015, PCC Contracting was fortunate enough to work hand-in-hand with LTRW, performing the stone restoration on the Trask Memorial. This project was incredibly fulfilling and ended up yielding a Preservation award by the Preservation League of New York State.

- Canfield Casino – Built by John Morrisey in 1870 the casino has been a center part of Saratoga NY's rich historical tradition. In 2017, PCC was hired to restore the Casino Ballroom which resides as the centerpiece of the casino. Due to the age and fragileness of the structure PCC had to take extreme care to properly bring the beauty back to this historical monument. The American Public Works Association chose this project for their 2017 Historical Restoration Project of the Year Award.

- Amsterdam City Hall Portico – Formerly known as the Sanford Mansion, built in 1869 and was the home of House of Representatives member John Sanford. The structure was donated to the City of Amsterdam and later became Amsterdam City Hall. The rear of the building boasts an incredible fluted column portico overlooking the rose garden and grounds. In 2018, PCC and LTRW teamed up again on this magnificent structure restoring the heavily deteriorated cast stone grand portico to its original beauty.

PCC Contracting and Lacey Thaler Reilly Wilson have been fortunate enough to restore some of the greatest landmarks in New York. We would be proud to add the Newburgh Civil War Monument to the list of historical works we've help to bring back to their original beauty. Please find our proposal attached with this cover sheet.

Sincerely,

PCC Contracting, Inc.

Chris Fahnestock
Project Manager

City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 1

Please answer the following questions, and sign and notarize this certification on the last page. This certification must be submitted with any application for Contractor Pre-Qualification for the Lead Service Line Replacement Program through the City of Newburgh Comptroller's Office.

1. Are you an official, employee or member of any board or agency of the City of Newburgh?
   Yes__________ No___x_______

   If yes, please describe your position:

   ____

2. Are you related by blood or marriage to any official, employee or member of any board or agency of the City of Newburgh?
   Yes__________ No___x_______

   If yes, please identify the official(s), employee(s) or member(s) and describe your relationship:

   ____
   ____
   ____

3. Do you have any corporate, partnership, landlord-tenant-or other business relationship with any official, employee or member of any board or agency of the City of Newburgh?
   Yes__________ No___x_______
   If yes, identify the official(s), employee(s) or member(s) and describe the business relationship:

   ____
   ____
   ____

4. Are you doing business in any of the following ways with any official, employee, or member of any board or agency of the City of Newburgh(check any that are applicable, if other, please describe):
   Yes__________ No___x_______
   ____ Purchaser or Seller of Goods (please describe on attached sheet)
   ____ Loan or Grant Recipient (please describe on attached sheet)
   ____ Provision of Services (please describe on attached sheet)
   ____ Other (please describe)

   ____

City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 2

I, Michael K. Lock, hereby certify that all information contained in this certification, as well as all information contained in my application to the Comptroller's Office, is true and accurate.

Signature

10.23.18

Date

State of New York
SS:
County of Schenectady

On the 23rd day of October, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael K. Lock, President,
Know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

Christy L Barton

Notary Public

Christy L. Barton
Notary Public, State of New York
Qualified in Hamilton Co. No. 01BA6357301
My Commission Expires April 17, 2021

PLATTSBURGH
MEMORIALS

October 23, 2018

City of Newburgh Civil War Memorial Replacement

The previous Monument seems to have been fabricated from Danby White Marble that was quarried in Rutland, VT.

The proposed new Monument would be fabricated from the same Danby White Marble. Still quarried in Rutland, VT. The sawing, cutting to size, finishing work and installation would be completed by us, located in Plattsburgh, NY and delivered and installed in Newburgh, NY.

Previous projects include:

-2) new 12' entrance signs for SUNY Purchase in Purchase, NY

-Restoration of the Samuel D. Champlain Monument in Plattsburgh, NY

-City of Yonkers Vietnam Veterans War Memorial in Yonkers, NY

-Rockland County Gulf War Memorial in Haverstraw, NY

-Dozens of private Estate memorials throughout upstate New York and northern Vermont

-Tens of thousands of cemetery memorials over a span of 43 years in business

BARRE GUILD MONUMENTS

4875 SO. CATHERINE ST. • PLATTSBURGH, NY 12901 • 518-563-7666 • 800-750-4452 • FAX 518-563-1314

PLATTSBURGH
MEMORIALS

Total Project Cost for this Memorial is

$87,867.00

(Eighty-Seven Thousand Eight Hundred Sixty-Seven Dollars)

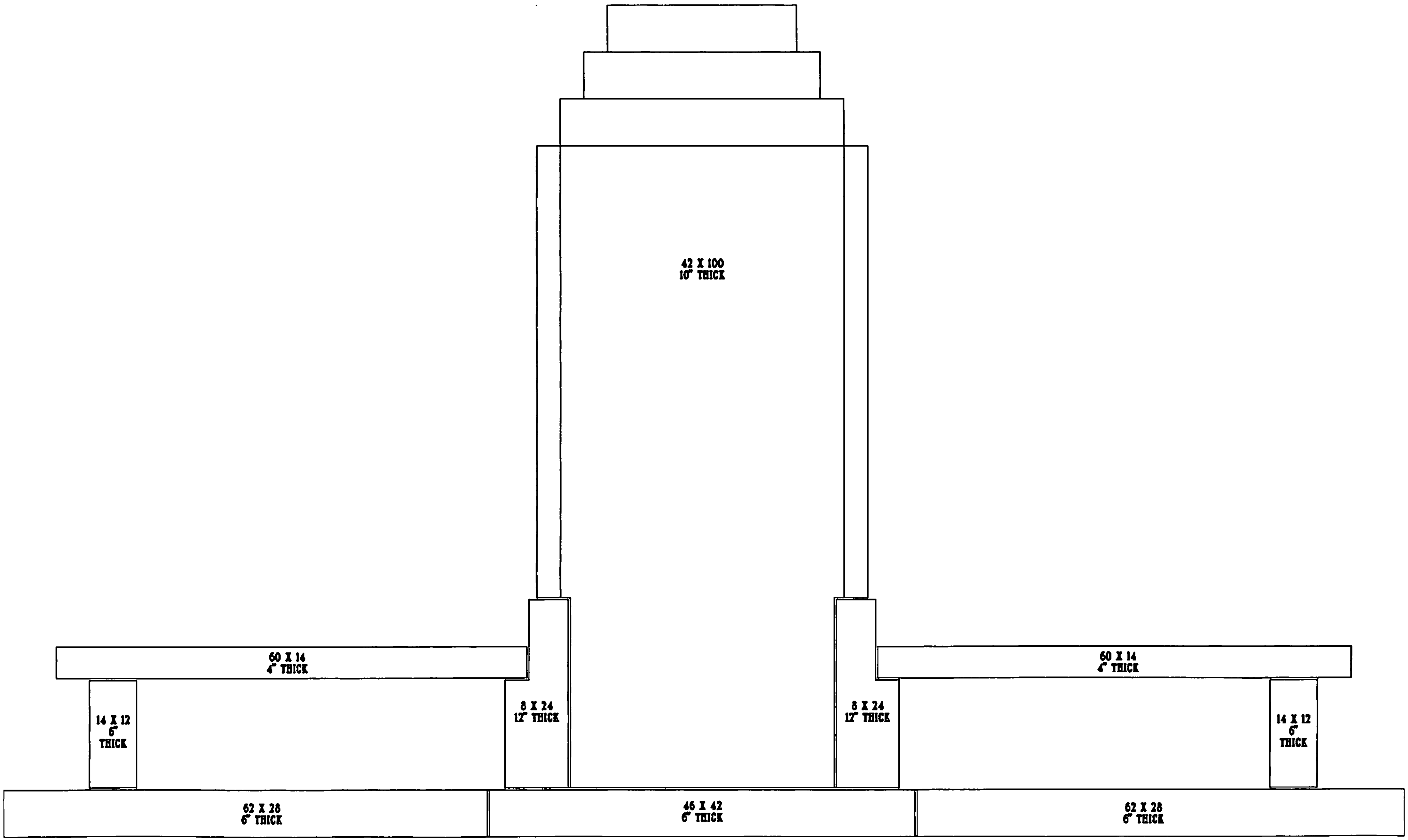
Includes the removal of old memorial.

(Original) White Marble

Ricky F. Gadbois

BARRE GUILD MONUMENTS

4875 SO. CATHERINE ST. • PLATTSBURGH, NY 12901 • 518-563-7666 • 800-750-4452 • FAX 518-563-1314


42 X 100
10" THICK
60 X 14
4" THICK
8 X 24
12" THICK
8 X 24
12" THICK
60 X 14
4" THICK
14 X 12
6"
THICK
14 X 12
6"
THICK
62 X 28
6" THICK
46 X 42
6" THICK
62 X 28
6" THICK

City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 1

Please answer the following questions, and sign and notarize this certification on the last page. This certification must be submitted with any application for Contractor Pre-Qualification for the Lead Service Line Replacement Program through the City of Newburgh Comptroller's Office.

1. Are you an official, employee or member of any board or agency of the City of Newburgh?

   Yes__________ No____✓____

   If yes, please describe your position:

   ____

2. Are you related by blood or marriage to any official, employee or member of any board or agency of the City of Newburgh?

   Yes__________ No____✓____

   If yes, please identify the official(s), employee(s) or member(s) and describe your relationship:

   ____
   ____
   ____

3. Do you have any corporate, partnership, landlord-tenant-or other business relationship with any official, employee or member of any board or agency of the City of Newburgh?

   Yes__________ No____✓____

   If yes, identify the official(s), employee(s) or member(s) and describe the business relationship:

   ____
   ____
   ____

4. Are you doing business in any of the following ways with any official, employee, or member of any board or agency of the City of Newburgh(check any that are applicable, if other, please describe):

   Yes__________ No____✓____

   ____ Purchaser or Seller of Goods (please describe on attached sheet)
   ____ Loan or Grant Recipient (please describe on attached sheet)
   ____ Provision of Services (please describe on attached sheet)
   ____ Other (please describe)

   ____

City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 2

I, Ricky F. Gadbois, hereby certify that all information contained in this certification, as well as all information contained in my application to the Comptroller's Office, is true and accurate.

Signature

10-24-18
Date

State of New York
SS:
County of Orange

On the 24th day of October, 2018, before me, the undersigned, a Notary Public in and for ~~said state, personally~~ appeared ~~Richard~~ Sr Ricky F Gadbois,
Know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

Notary Public

LISETTE ACOSTA-RAMIREZ
NOTARY PUBLIC STATE OF NEW YORK
ORANGE COUNTY
NO. #01AC6214606
COMMISSION EXPIRES 12/14/2021

PLATTSBURGH
MEMORIALS

August 14, 2018

City of Newburgh Civil War Memorial Replacement

The previous Monument seems to have been fabricated from Danby White Marble that was quarried in Rutland, VT.

The proposed new Monument would be fabricated from Standard Light Grey Granite with the rough block quarried by Rock of Ages in Barre, VT. This granite well supersedes the compression strength, hardness and maintenance of the white marble. The sawing, cutting to size, finishing work and installation would be completed by us, located in Plattsburgh, NY and delivered and installed in Newburgh, NY.

Previous projects include:

-2) new 12' entrance signs for SUNY Purchase in Purchase, NY

-Restoration of the Samuel D. Champlain Monument in Plattsburgh, NY

-City of Yonkers Vietnam Veterans War Memorial in Yonkers, NY

-Rockland County Gulf War Memorial in Haverstraw, NY

-Dozens of private Estate memorials throughout upstate New York and northern Vermont

-Tens of thousands of cemetery memorials over a span of 43 years in business

BARRE GUILD MONUMENTS

4875 SO. CATHERINE ST. • PLATTSBURGH, NY 12901 • 518-563-7666 • 800-750-4452 • FAX 518-563-1314

PLATTSBURGH
MEMORIALS

Total Project Cost for this Memorial is

$69,400.00

(Sixty-Nine Thousand Four Hundred Dollars)

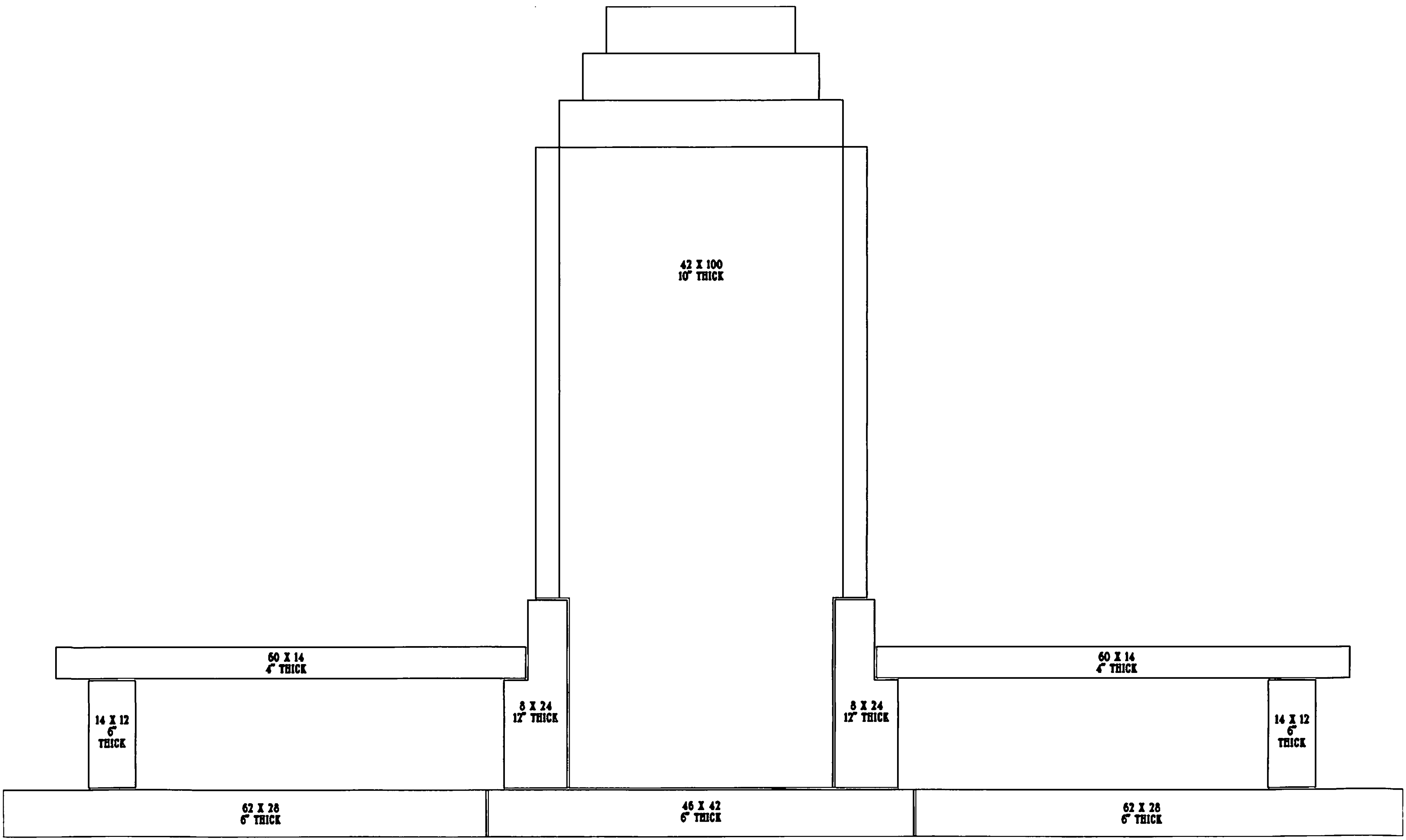
Includes the removal of old memorial.

Grey Granite

Ricky F. Gadbois

BARRE GUILD MONUMENTS

4875 SO. CATHERINE ST. • PLATTSBURGH, NY 12901 • 518-563-7666 • 800-750-4452 • FAX 518-563-1314



42 X 100
10" THICK
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14 X 12
6"
THICK
14 X 12
6"
THICK
62 X 28
6" THICK
46 X 42
6" THICK
62 X 28
6" THICK

Affordable Monument Company
2111 Garden Street
Titusville, Florida
(321) 360-9989

Quote for monument replacement at Downing park

1- 92" x 42" x 12" upright section (center)		$19,530.00
2- 60" x 18" x 4" bench seat		$3,730.00
2- 14" x 9" x 14-1/2" bench support		$2,664.00
2- 24" x 16" x 12" upright side supports		$3,354.00
2- 70" x 28" x 6" base under bench		$7,890.00
1- 46" x 42" x 6" base under upright		$4,363.00
1- Refinish bronze plaque		$1250.00
1- Water fountain bowl		$900.00
	Total:	$43,681.00

Price includes installation of new monument and removal of old monument.

Thank you,
Travis Enlow
Affordable Monument Company
(321) 360-9989

City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 1

Please answer the following questions, and sign and notarize this certification on the last page. This certification must be submitted with any application for Contractor Pre-Qualification for the Lead Service Line Replacement Program through the City of Newburgh Comptroller's Office.

1. Are you an official, employee or member of any board or agency of the City of Newburgh?
   Yes__________ No ✓______

   If yes, please describe your position:

   ____

2. Are you related by blood or marriage to any official, employee or member of any board or agency of the City of Newburgh?
   Yes__________ No ✓______

   If yes, please identify the official(s), employee(s) or member(s) and describe your relationship:

   ____
   ____
   ____

3. Do you have any corporate, partnership, landlord-tenant-or other business relationship with any official, employee or member of any board or agency of the City of Newburgh?
   Yes__________ No ✓______
   If yes, identify the official(s), employee(s) or member(s) and describe the business relationship:

   ____
   ____
   ____

4. Are you doing business in any of the following ways with any official, employee, or member of any board or agency of the City of Newburgh(check any that are applicable, if other, please describe):
   Yes__________ No ✓______
   ____ Purchaser or Seller of Goods (please describe on attached sheet)
   ____ Loan or Grant Recipient (please describe on attached sheet)
   ____ Provision of Services (please describe on attached sheet)
   ____ Other (please describe)

   ____

City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 2

I, Patricia Enlow, hereby certify that all information contained in this certification, as well as all information contained in my application to the Comptroller's Office, is true and accurate.

Patricia Enlow
Signature
10/23/18
Date

State of ~~New York~~ Florida
SS:
County of ~~Orange~~ Brevard

On the 23rd day of October, 2018 before me, the undersigned, a Notary Public in and for said state, personally appeared Patricia Enlow,
Know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

Janique Thomas
Notary Public

JANIQUE THOMAS
Notary Public - State of Florida
Commission # FF 227541
My Comm. Expires May 5, 2019

RFP Opening : 10/24/2018
Opening @ 1:07 pm

Present:

Helen Reilly
Joselyn Taylor
Ricky Gadbis

Responder	Date and Time	Signed by	Design/Drawings	Labor, Materials, Tools & equipment	List of Previously completed projects	Total Cost	Conflict of Interest	Insurance provided Y/N	Notes	.	.
Plattsburgh Memorial	10/24 @ 12:14pm	J Taylor	Y	TBD	Y	$ 87,867.00	Y	Y	Optional Pricing $69,400		
Giacomo	10/23 @ 12:40pm	H Reilly	Y	Y	TBD	$ 46,500.00	Y	Y			
PCC Contract	10/23 @ 3:55pm	H Reilly	N	Y	Y	$ 139,050.00	Y	Y			
E & L Cemetary Services	10/23 @ 12:10pm	A Calli	Y	Y	Y	$ 28,398.00	Y	Y			
Affordable Monument Company	10/24/2018 10:37am	H Reilly	N	Y	N	$ 43,681.00	Y	N			

RESOLUTION NO.: _____________ - 2018

OF

NOVEMBER 26, 2018

A RESOLUTION AUTHORIZING APPROVAL OF A GENERAL LIABILITY INSURANCE POLICY FOR CITY-OWNED TAX FORECLOSED PROPERTIES FOR THE PERIOD OF NOVEMBER 27, 2018 TO NOVEMBER 26, 2019

WHEREAS, the City of Newburgh has maintained general liability insurance coverage for City-owned tax-foreclosed properties since 2010; and

WHEREAS, Arthur J. Gallagher of New York, Inc. has recommended a renewal of liability insurance coverage for Fiscal Year 2018-2019;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning November 27, 2018 through November 27, 2019 with all liability insurance to be provided by Scottsdale Insurance Company; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. to provide for insurance coverage for the City-owned tax foreclosed properties for the period of November 27, 2018 to November 26, 2019.

Arthur J. Gallagher & Co.

City of Newburgh
83 Broadway
Newburgh, NY 12550
Michelle Kelson, Corporation Counsel

11/27/18-11/27/19

General Liability Renewal of City Owned Vacant Property Policy

Insurance Proposal
Prepared For
PRESENTED BY

Kevin Barry **Area Vice President**
Nicole Anstett **Client Service Manager Senior**

Arthur J. Gallagher Risk Management Services, Inc.
2 Westchester Park Drive 3rd Floor
White Plains, NY 10604
(914) 696-3700

www.ajgrms.com

November, 2018

Table of Contents

Service Team

Kevin Barry has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Kevin Barry Area Vice President	914-697-6033 914-696-3700	Kevin_Barry@ajg.com	Producer
Nicole Anstett Client Service Manager Sr.	914-697-6066	Nicole_Anstett@ajg.com	Client Service Manager

Arthur J. Gallagher Risk Management Services, Inc.
Main Office Phone Number: **(914) 696-3700**

Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	General Liability
	City of Newburgh	X

Note: Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

Marketing Summary

We completed a marketing process of this policy which results in an over 10% premium savings to the City of Newburgh.

The expiring premium was $51,818 and through our efforts in marketing to over 10 carriers (See Marketplace Review on next page) we now recommend placing the renewal with Scottsdale Insurance at a premium of $45,514.

Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE
Scottsdale Insurance Company	General Liability	Quote
Burlington Insurance Company	General Liability	Quote
Kinsale Insurance Company	General Liability	Indication $70,000 Premium
Nationwide Brokerage	General Liability	Declined
Program Brokerage Corporation	General Liability	Declined
AmTrust Group	General Liability	Declined
Philadelphia Indemnity Corporation	General Liability	Declined
Nautilus Insurance Company	General Liability	Declined
James River	General Liability	Declined
Markel	General Liability	Declined
US Liability	General Liability	Declined
Atlantic Casualty	General Liability	Declined
Western World	General Liability	Declined
Ace Westchester	General Liability	Declined

Program Details

Coverage: General Liability

Carrier: Scottsdale Insurance Company

Policy Period: 11/27/2018 to 11/27/2019

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable

Coverage:

DESCRIPTION	AMOUNT	BASIS
Personal and Advertising Injury	$1,000,000	
Each Occurrence Limit	$1,000,000	
Damage to Premises Rented to You	$100,000	Each Occurrence
Medical Expense	$5,000	Any One Person
General Aggregate Limit - Location, Project	$2,000,000	

Deductibles / Self Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Bodily Injury Liability & Property Damage Liability Combined	$1,000

Endorsements include, but are not limited to:

DESCRIPTION
IL 00 17 11-98 COMMON POLICY CONDITIONS
L 00 21 9-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
NOTX0178CW 3-16 CLAIM REPORTING
NOTX0423CW 2-15 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE OPS-D-1 1-17 COMMON POLICY DECLARATIONS
UTS-119g 6-14 MINIMUM EARNED CANCELLATION PREMIUM
UTS-9g 5-96 SERVICE OF SUIT CLAUSE
UTS-COVPG 1-16 COVER PAGE
UTS-SP-2 12-95 SCHEDULE OF FORMS AND ENDORSEMENTS
UTS-SP-3 8-96 SCHEDULE OF LOCATIONS
CG 00 01 4-13 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 01 63 7-11 NEW YORK CHANGES – COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Program Details (Cont.)

Endorsements include, but are not limited to:

DESCRIPTION
CG 21 04 11-85 EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD
CG 21 06 5-14 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG 21 44 4-17 LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CG 21 44 4-17 LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CG 21 47 12-07 EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67 12-04 FUNGI OR BACTERIA EXCLUSION
CG 21 73 1-15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CLS-SD-1L 8-01 COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS
CLS-SP-1L 10-93 COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS
GLS-152s 8-16 AMENDMENT TO OTHER INSURANCE CONDITIONS
GLS-289s 11-07 KNOWN INJURY OR DAMAGE EXCLUSION - PERSONAL AND ADVERTISING INJURY
GLS-341s 8-12 HYDRAULIC FRACTURING EXCLUSION
GLS-457s 10-14 AIRCRAFT EXCLUSION
GLS-47s 10-07 MINIMUM AND ADVANCE PREMIUM ENDORSEMENT
GLS-74s 9-05 AMENDMENT OF CONDITIONS
GLS-94s 6-15 BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY LIABILITY DEDUCTIBLE ENDORSEMENT
UTS-266g 5-98 ASBESTOS EXCLUSION
UTS-267g 5-98 LEAD CONTAMINATION EXCLUSION
UTS-365s 2-09 AMENDMENT OF NONPAYMENT CANCELLATION CONDITION
UTS-428g 11-12 PREMIUM AUDIT ENDORSEMENT
UTS-74g 8-95 PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
UTS-85g 2-98 ANIMAL EXCLUSION
CG 21 49 9-99 TOTAL POLLUTION EXCLUSION ENDORSEMENT
GLS-100s 6-13 EXCLUSION-CONTRACTORS AND SUBCONTRACTORS
GLS-328s 5-11 ABSOLUTE EMPLOYEE AND WORKER INJURY AND LIABILITY EXCLUSION
GLS-282s 7-16 Multi-Unit Habitational Conversion Exclusion

Exclusions include, but are not limited to:

DESCRIPTION
Nuclear Energy Liability
Unemployment-Related Practices
Fungi or Bacteria

Program Details (Cont.)

Exclusions include, but are not limited to:

DESCRIPTION
Certified Acts of Terrorism
Hydraulic Fracturing
Unknown Injury or Damage - Personal and Advertising Injury
Aircraft
Asbestos
Lead Contamination
Animal
Total Pollution
Contractors and Subcontractors
Absolute Employee and Worker Injury and Liability

Subject to following terms and conditions:

Quote subject to all vacant buildings must be fully secured to prevent unauthorized access, must not be condemned or scheduled for demolition. Quote does not contemplate any construction, renovation or development at any of the properties. Dwellings must not be occupied by: student, sorority or fraternity occupants assisted living/residential care facilities, convalescent/nursing homes. Quote contemplates that locations scheduled as warehouses, on schedule of locations on file, are vacant buildings with nothing being stored. Request to add locations must be received for review prior to the requested effective date. Quote subject to satisfactory inspection.

Confirmation that the recs at location, 109 S. William St, have been completed PRIOR TO BINDING. If this location is to be developed during our policy term, this location must come off of the schedule and be written elsewhere.

Premium	**$41,323.00**
Taxes	
Surplus Lines Tax	$1,494.83
Stamping Fee	$70.59
Total Taxes	**$1,565.42**
Fees	
Inspection Fee	$400.00
RPS -Fee	$150.00
Total Fees	**$550.00**
ESTIMATED PROGRAM COST	**$43,638.42**
Minimum Earned Premium -	**25.00 %**
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	**$2,076.00**

Subject to Audit: Not Auditable

Program Details (Cont.)

Coverage: General Liability

Carrier: Burlington Insurance Company

Policy Period: 11/27/2018 to 11/27/2019

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable

Coverage:

DESCRIPTION	AMOUNT	BASIS
Each Occurrence Limit	$1,000,000	
General Aggregate Limit - Location, Project	$2,000,000	
Abuse/Molestation	$100,000 $300,000	Each Occurrence Aggregate

Deductibles / Self Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Bodily Injury Liability & Property Damage Liability Combined	$2,500

Endorsements include, but are not limited to:

DESCRIPTION
BG-G-119 03 17 Definition – Employee
BG-G-446-ST 03 17 Amendment-Insuring Agreement
CG 00 01 04 13 General Liability Coverage Form
CG 21 44 07 89 Designated Premises or Project
CG 24 26 04 1113 Amend Contract Definition
IFG-G-002-DL 05 32 General Liability Declarations
IFG-G-0052 03 17 Deductible Liability Insurance
IFG-G-0097 03 17 NY Changes – Legal Action against us
IFG-G-0152 03 17 Intercompany Sales
IFG-I-0101 03 18 Common Policy Declarations
IFG-I-0150 03 03 Listing of Forms and Endorsements
IFG-I-0402 11 00 Minimum Earned Premium
IFG-I0402 11 00 Service of Suit Amendment

Program Details (Cont.)

Endorsements include, but are not limited to:

DESCRIPTION
IL 00 17 11 98 Common Policy Conditions
ILP 001 01 04 U.S. Treasury Departments "OFAC" Advisory Policyholders
CG 21 44 07 98 – Premises; Each location Scheduled on the Declarations

Exclusions include, but are not limited to:

DESCRIPTION
Lead Substance
Punitive Damages
Asbestos, Silica
Assault-Battery
Pools and Beaches
Medical Payments
Personal & Advertising
Designated Premises or Project
Damage to Premises
Employment Practices
Fungi or Bacteria
Aircraft Products & Grounding
Intellectual Properties
Liquor Liability
Professional Liability
Independent Contracts

Subject to following terms and conditions:

Future Plans for Vacant Buildings
Signed Acord Form
Buildings must be added and deleted during the policy period

Program Details (Cont.)

Premium	**$45,000.00**
Taxes	
Surplus Lines Tax	$1,620.00
Stamping Fee	$76.50
Total Taxes	**$1,696.50**
Fees	
RPS -Fee	$150.00
Total Fees	**$150.00**
ESTIMATED PROGRAM COST	**$46,846.50**
Minimum Earned Premium -	**25.00 %**
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	**$2,334.83**

Subject to Audit: Auditable

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM CARRIER	EXPIRING PROGRAM EXPIRING COST	PROPOSED PROGRAM CARRIER	PROPOSED PROGRAM ESTIMATED COST
General Liability	Premium	Nautilus Insurance Company	$49,314.00	Scottsdale Insurance Company	$41,323.00
	Taxes		$1,779.80		$1,565.42
	Total Fees		$600.00		$550.00
	TRIA Premium		$125.00		$2,076.00
	Annualized Cost		**$51,818.80**		**$45,514.42**
Total Estimated Program Cost			**$51,818.80**		**$45,514.42**

All Quotes are valid until **11/27/2018**

Optional Quotes:
Burlington Insurance Company – Premium $45,000 + Taxes and Fees Total Premium $46,746.50

Gallagher is responsible for the placement of the following lines of coverage:
General Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Premium Financing

Arthur J. Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Scottsdale Insurance Company (Nationwide Mutual Insurance Company)	General Liability	Payable within 20 days of binding	Agency Bill
Burlington Insurance Company (International Financial Group Inc.)	General Liability	Payable within 20 days of binding	Agency Bill

Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

☐ No Changes and/or Developments

Signature: ______________________________

Title: ______________________________

Date: ______________________________

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal, and any executive summaries included with or supplementing the proposal outlines certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional compensation if stipulated underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the particular insurance company and/or through the particular intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in certain commission rates. These additional commissions, commonly referred to as "supplemental commissions" are frequently known as of the effective date of the applicable insurance placement, but some insurance companies pay this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage placed through Gallagher.

3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.

4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility is utilized in the placement of a client's account, the facility may earn and retain customary brokerage commission or fees for its work.

5. Gallagher assists its clients in procuring premium finance quotes and unless prohibited by law may earn compensation for this optional value-added service.

6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.

7. Gallagher strives to find appropriate coverage at a competitive price for our clients. In order to achieve these goals, we gather and analyze data about our clients and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our clients. This data may also be provided to insurers pursuant to consulting service agreements

Proposal Disclosures (Cont.)

from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

AJG Chief Compliance Officer
Arthur J. Gallagher & Co.
2850 Golf Rd., 8th Floor
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by $20 million each calendar year before the TRIPRA program responds from the 2015 trigger of $100 million to $200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc.. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

Insurance Company Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
Scottsdale Insurance Company	A+XV	Non-Admitted
Burlington Insurance Company	A-IX	Non-Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

*The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings

Rating Levels and Categories

LEVEL	CATEGORY
A++, A+	Superior
A, A-	Excellent
B++, B+	Good
B, B-	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Suspended

Financial Size Categories

(In $000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I	Up to 1,000	FSC IX	250,000 to 500,000
FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
FSC III	2,000 to 5,000	FSC XI	750,000 to 1,00,000
FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
FSC VIII	100,000 to 250,000		

Best's Insurance Reports , published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at http://www.ambest.com/ratings/notice.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at http://www.ambest.com. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

Best's Credit Ratings reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of (Licensee's publication or service) or its recommendations, formulas, criteria or comparisons to any other ratings, rating scales or rating organizations which are published or referenced herein. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings. Best's Credit Ratings are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best Company.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Insurance Company Ratings and Admitted Status (Cont.)

BEST'S FINANCIAL STRENGTH RATING GUIDE – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

** Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".*

FSR Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMBRS.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AMBRS) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMBRS.

BCRs are distributed via the AMBRS website at www.ambest.com. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AMBRS website. BCRs are proprietary and may not be reproduced without permission.

AM BEST

Arthur J. Gallagher Risk Management Services
2 Westchester Park Drive
White Plains, NY 10604

NOTICE OF EXCESS LINE PLACEMENT
Date: 11/27/18

City of Newburgh
83 Broadway
Newburgh, NY 12550

Consistent with the requirements of the New York Insurance Law and Regulation 41 City of Newburgh is hereby advised that all or a portion of the required coverages have been placed by Arthur J. Gallagher Risk Management Services, Inc. with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

a) **A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or**
b) **NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."**

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges(1) and a service fee that includes taxes, stamping fees, and (if indicated) a fee(1) for compensation in addition to commissions received, and other expenses(1).

I further understand and agree that all fees, inspection charges and other expenses denoted by(1) are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No. TBA **Insurer Scottsdale Insurance Company**

Policy Premium	**$41,523.00**
Insurer Imposed Charges:	
Policy Fees (1)	**$**
Inspection Fees (1)	**$__________**
Total Taxable Charges	**$**
Service Fee Charges:	
Excess Line Tax (3.60%)	**$1,494.83**
Stamping Fee	**$$70.59**
Broker Fee (1)	**$400.00**
Inspection Fee (1)	**$150.00**
Other Expenses (specify) (1)__________	**$ __________**
Total Policy Cost	**$ 43,638.42**

____
(Signature of Insured)

(1) = Fully earned

Arthur J. Gallagher Risk Management Services
2 Westchester Park Drive
White Plains, NY 10604

NOTICE OF EXCESS LINE PLACEMENT
Date: 11/27/18

City of Newburgh
83 Broadway
Newburgh, NY 12550

Consistent with the requirements of the New York Insurance Law and Regulation 41 City of Newburgh is hereby advised that all or a portion of the required coverages have been placed by Arthur J. Gallagher Risk Management Services, Inc. with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

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Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

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I further understand and agree that all fees, inspection charges and other expenses denoted by(1) are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No. TBA **Insurer Burlington Insurance Company**

Policy Premium	**$45,000.00**
Insurer Imposed Charges:	
Policy Fees (1)	**$**
Inspection Fees (1)	**$__________________**
Total Taxable Charges	**$**
Service Fee Charges:	
Excess Line Tax (3.60%)	**$1,620.00**
Stamping Fee	**$76.50**
Broker Fee (1)	**$**
Inspection Fee (1)	**$150.00**
Other Expenses (specify) (1)_____________________________	**$ ___________________**
Total Policy Cost	**$ 46,845.50**

____
(Signature of Insured)

(1) = Fully earned

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/ /2018, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	LINE OF COVERAGE	CARRIER
☐ Accept ☐ Reject ☐ Accept ☐ Reject	General Liability TRIA Coverage	Scottsdale Insurance Company (Nationwide Mutual Insurance Company)
☐ Accept ☐ Reject ☐ Accept ☐ Reject	General Liability TRIA Coverage	Burlington Insurance Company (International Financial Group Inc.)

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:
____
____

Producer/ Insured Coverage Amendments and Notes:

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed $20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: ____
Print Name (Specify Title)

____
Company

____
Signature

Date: ____

Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Newburgh

COVERAGE(S)	CARRIER NAME(S)	EST. ANNUAL PREMIUM[1]	COMM.% OR FEE[2]	WHOLESALER, MGA OR INTERMEDIARY NAME[3]	COMM.% OR FEE[4]	AJG OWNED? YES/NO
GL TRIA	Scottsdale Insurance Company	$41,323 $2,076	10 %	Risk Placement Services	10 % + $150.00	Yes
GL TRIA	Burlington Insurance Company	$45,000 $2,250	10%	Risk Placement Services	10 % + $150.00	Yes

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Compensation Disclosure or contact your Gallagher representative for additional information.

1 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
2 The commission rate is a percentage of annual premium excluding taxes & fees.
* Gallagher is receiving _________% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
3 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
4 * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

Claims Reporting by Policy

Direct Reporting - All Claims to be reported IMMEDIATELY:

Arthur J. Gallagher & Co.
220 Lake Drive East, Suite 210
Cherry Hill, NJ 08001
ATTT: Claims Service Manager
northeastregion.bds.claimsreporting@ajg.com
800-770-0001
After Hours Emergency 877-458-0288

RESOLUTION NO.: ____________ - 2018

OF

NOVEMBER 26, 2018

A RESOLUTION AMENDING RESOLUTION NO. 7-2018 OF JANUARY 8, 2018 AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL GRANT FUNDING IN THE AMOUNT OF $155,000.00 FOR THE NEW YORK STATE DEPARTMENT OF HEALTH LEAD SERVICE LINE REPLACEMENT PROGRAM GRANT FOR TOTAL GRANT FUNDING IN AN AMOUNT NOT TO EXCEED $699,745.00

WHEREAS, by Resolution No. 7-2018 of January 8, 2018, the City Council authorized the City Manager to accept a New York State Department of Health Lead Service Line Replacement Program (NYSDOH LSLRP) Grant in an amount not to exceed $544,745.00 requiring no City match; and

WHEREAS, the City of Newburgh has been notified by the NYSDOH that an additional $155,000.00 has been awarded to complete additional lines for homeowners; and

WHEREAS, this Council has determined that accepting such additional funds 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 accept such additional grant funding in the amount of $155,000.00 from the New York State Department of Health Lead Service Line Replacement Program for a total grant amount of $699,745.00 requiring no City match; 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

RECEIVED 11/9/18

SCANNED 11/14/18

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: Lead Service Line Replacement Grant	NAME OF DEPARTMENT REQUESTING GRANT: Water Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Wayne Vradenburgh
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS Department of Health	GRANT SUBMITTAL DATE: November 5, 2018	AMOUNT OF AWARD: $155,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No match	AMOUNT REQUIRED BY THE CITY OF NEWBURGH:	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:
We currently have a grant for $544,745 for the replacement of lead service lines (Res#7-2018).
We were awarded an additional $155,000 to complete additional lines for homeowners.

Scope of Project:

Project Timeline: (ex. Dates) **12/1/18-3/31/19**

SECTION B. FOR REVIEW BY CITY COMPTROLLER

City of Newburgh

GRANT APPLICATION FORM

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 consultant ~~CITY COMPTROLLER~~? YES/NO ~~CITY COMPTROLLER~~ consultant SIGNATURE: Charles P. Duffy DATE: 11/9/2018 NOTE: IF GRANT APPROVED, CITY consultant ~~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: NOV 14 2018
SECTION D: FOR REVIEW BY CORPORATION COUNSEL

Please not for next work session

City of Newburgh

GRANT APPLICATION FORM

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE:______

DATE: 11/9/18 – We will need Resolution to amend Res No 7-2018 to accept additional grant funds
→ 11/20/18 work session for approval at

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: 11/26/18 Council meeting

Reilly, Helen

From:	Ahmed, Lori A (HEALTH) <lori.ahmed@health.ny.gov>
Sent:	Friday, November 02, 2018 2:56 PM
To:	Reilly, Helen
Cc:	Marshall, Stephen S (HEALTH)
Subject:	Legislative Initiative for Lead Service Line Replacement
Attachments:	ATTACHMENT F MWBE Forms Misc.docx

Helen,

Hello. My name is Lori Ahmed and I am an administrator with the New York State Department of Health's Bureau of Water Supply Protection. I believe that you have been working with Steve Marshall of our office on contract # DOH01-C33209GG-3450000 in the amount of $544,745, for the Lead Service Line Replacement Program. In addition to that contract, we have also received information from the New York State Legislature that the City of Newburgh has received an additional $155,000 for the replacement of additional Lead Service Lines. This contract will also be managed by the Bureau through the Grants Gateway. The number for this contract will be DOH01-C34466GG-3450000. Prior to initiating this contract in the Grants Gateway, I need to submit a request for approval. In this request, I need to include a projected M/WBE % for the contract. The set M/WBE goal is 30% of the contract value. If the City of Newburgh plans on meeting that goal, just let me know and I can move the request for approval forward. If the City will not be able to meet that goal, I will need to know what percentage the City will propose along with a justification for the reduced percentage.

I have attached the MWBE forms to this email for your reference. We have not yet received any MWBE forms for approved contract DOH01-C33209GG-3450000, so if you could fill out and return the M/WBE forms for that contract, it would be greatly appreciated. The entire value of the contract is M/WBE eligible, therefore, please enter the full two year award amount on line #1 of form #1. Please indicate how much of the contract value will be subcontracted/purchased from M/WBEs to try to meet the 30% M/WBE goal. If your municipality cannot meet the 30% goal, Form #2 for a Waiver Request can be completed, and will be reviewed by our M/WBE Unit.

Just to recap, I need the following two things from you at your earliest convenience:

1) The MWBE goal for the $155,000 contract along with a justification if the proposed percentage is less than 30%. (This will allow me to move forward with the new contract for additional money.)
2) Form 1 and possibly Form 2 filled out for the already approved contract DOH01-C33209GG-3450000 for $544,745.

If you have any questions or if you need any additional information, please reach out to me at any time.

Thank you!

Lori Ahmed
NYS Department of Health
Bureau of Water Supply Protection
Corning Tower, Room 1110
Albany, NY 12237
(518) 402-7707
lori.ahmed@health.ny.gov

RESOLUTION NO.: 7 - 2018

OF

JANUARY 8, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A NEW YORK STATE DEPARTMENT OF HEALTH
LEAD SERVICE LINE REPLACEMENT PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED $544,745.00 REQUIRING NO CITY MATCH

WHEREAS, New York State's Clean Water Infrastructure Act of 2017 amended the Public Health Law to require the New York State Department of Health (NYSDOH) to institute a Lead Service Line Replacement Program (LSLRP) to provide municipalities with grant funds to facilitate the replacement of lead water service lines; and

WHEREAS, the LSLRP covers the full replacement of residential water service lines from the public water main to the residence and included typical project costs such as engineering fees, legal fees, municipal administration fees, construction costs of materials, equipment and labor, and site and property restoration; and

WHEREAS, the City of Newburgh wishes to accept a NYSDOH LSLRP Grant in an amount not to exceed $544,745.00 with no City matching funds required; and

WHEREAS, the City Council finds that accepting a NYSDOH LSLRP Grant is in the best interests of the City of Newburgh and its residents; and

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 Health Lead Service Line Replacement Program Grant in an amount not to exceed $544,745.00 requiring no City match; 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.

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 Jan. 8, 2018 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 9 day of Jan 2018

City Clerk

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Health Department of Health Corning Tower Empire State Plaza Albany, NY 12237	BUSINESS UNIT/DEPT. ID: DOH01 CONTRACT NUMBER: DOH01-C34466GG-3450000 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: NEWBURGH CITY OF	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: City of Newburgh	PROJECT NAME:
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002290 Federal Tax ID Number: 146002329 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: ~~33 AIRPORT CENTER~~ 83 Broadway NEW ~~WINDSOR~~, NY 12553 Newburgh NY 12550 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption State/Code: ☐ Sectarian Entity

Contract Number: # DOH01-C34466GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 12/01/2018 To: 03/31/2019 CURRENT CONTRACT PERIOD: From: 12/01/2018 To: 03/31/2019 AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT (Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount): CURRENT: $155,000.00 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:
- [x] A-1 Program Specific Terms and Conditions
- [ ] A-2 Federally Funded Grants

Attachment B:
- [x] B-1 Expenditure Based Budget
- [ ] B-2 Performance Based Budget
- [ ] B-3 Capital Budget
- [ ] B-4 Net Deficit Budget
- [ ] B-1 (A) Expenditure Based Budget (Amendment)
- [ ] B-2 (A) Performance Based Budget (Amendment)
- [ ] B-3 (A) Capital Budget (Amendment)
- [ ] B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment M

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

NEWBURGH CITY OF

By: ______________________

____

Printed Name

Title: ______________________

Date: ______________________

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Health

____

By: ______________________

____

Printed Name

Title: ______________________

Date: ______________________

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: ______________________

Printed Name

Title: ______________________

Date: ______________________

STATE COMPTROLLER'S SIGNATURE

By: ______________________

Printed Name

Title: ______________________

Date: ______________________

Contract Number: # DOH01-C34466GG-3450000

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions

2. Modifications to the Face Page

3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D

4. The Face Page

5. Attachment A-2[2], Attachment B, Attachment C and Attachment D

6. Modification to Attachment A-1

7. Attachment A-1

8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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[1] To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

    a) by certified or registered United States mail, return receipt requested;

    b) by facsimile transmission;

    c) by personal delivery;

    d) by expedited delivery service; or

    e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. ***General Renewal*****:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. ***Renewal Notice to Not-for-Profit Contractors*****:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations*:**

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. ***Effect of Termination Based on Misuse or Conversion of State or Federal Property*:**

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

   Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

   a) <u>Quarterly Reimbursement:</u> The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. ***Cost Allocation*:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds*:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

   a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

   b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES

Part A. Agency Specific Clauses

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

A. International Boycott Prohibition: In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

B. Prohibition on Purchase of Tropical Hardwoods:

1. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

2. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

E. Procurement Lobbying: To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the

Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

   a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

   b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

   For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

   a) If the contract is funded from federal awards, and the CONTRACTOR expends $750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

   b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than $750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends $750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:

   a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

   b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-1 in the paper based contract:

   a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

   b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3;** OR

   c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-2 in the paper based contract:

   a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

   b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

   c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE ***(monthly or quarterly)*** voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office as specified in Section II of Attachment D, Payment and Reporting Schedule.

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health
Department notices shall be addressed to the DOH contact listed in Section III of Attachment D, Payment and Reporting Schedule.

Vendor/Grantee
Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

V. Executive Order 177 Certification

By entering into this Contract, the Contractor understands the following:

1. The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics;
2. The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices; and
3. Generally, the Human Rights Law applies to:
    - all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
    - employers with fewer than four employees in all cases involving sexual harassment; and,
    - any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Contractor, by entering into this Contract hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

W. Contractor Assurance of No Conflict of Interest or Detrimental Effect

The CONTRACTOR or Subcontractor, by entering in to this Contract as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this contract or proposal does not and will not create a conflict of interest with nor position the CONTRACTOR to breach any other contract currently in force with the State of New York.

The CONTRACTOR shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated CONTRACTOR, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the CONTRACTOR or former officers and employees of the STATE and its Affiliates, in connection with your rendering services enumerated in this Contract. If a conflict does or might exist, please describe how you would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the STATE of, and resolve any such conflicts. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

The CONTRACTOR shall disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

Furthermore, the CONTRACTOR attests that it will not act in any manner that is detrimental to any New York State contract on which the CONTRACTOR is rendering services. Specifically, the CONTRACTOR attests that:

1. The fulfillment of obligations by the CONTRACTOR, under this contract, does not violate any existing contracts or agreements between the CONTRACTOR and the State of New York;

2. The fulfillment of obligations by the CONTRACTOR, under this contract, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the CONTRACTOR has with regard to any existing contracts or agreements between the CONTRACTOR and the State of New York;

3. The fulfillment of obligations by the CONTRACTOR, under this contract, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing contracts between the CONTRACTOR and the State of New York;

4. The fulfillment of any other contractual obligations that the CONTRACTOR has with the State of New York will not affect or influence its ability to perform under any contract with the State of New York resulting from this Contract;

5. During the negotiation and execution of this Contract, the CONTRACTOR will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to New York State as a whole including, but not limited to, any action or decision to divert resources from one New York State contract to another;

6. In fulfilling obligations under each of its New York State contracts, including this Contract the CONTRACTOR will act in accordance with the terms of each of its New York State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State of New York as a whole including, but not limited to, any action or decision to divert resources from one New York State contract to another;

7. No former officer or employee of the STATE who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR who is now employed by the STATE, has played a role with regard to the administration of this Contract procurement in a manner that may violate section 73(8)(a) of the Public Officers Law; and

8. The CONTRACTOR has not and shall not offer to any employee, member or director of the STATE any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or

director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

CONTRACTOR should note that the STATE recognizes that conflicts may occur in the future because a CONTRACTOR may have existing or new relationships. The STATE will review the nature of any such new relationship and reserves the right to terminate this contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Part B. Program Specific Clauses

Attachment A-1 Part B intentionally omitted.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME:

CONTRACTOR SFS PAYEE NAME: NEWBURGH CITY OF

CONTRACT PERIOD: From: 12/01/2018

To: 03/31/2019

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	$0.00	$0.00	0 %	$0.00	$0.00
b) Fringe	$0.00	$0.00	0 %	$0.00	$0.00
Subtotal	$0.00	$0.00	0 %	$0.00	$0.00
2. Non Personal Services					
a) Contractual Services	$0.00	$0.00	0 %	$0.00	$0.00
b) Travel	$0.00	$0.00	0 %	$0.00	$0.00
c) Equipment	$0.00	$0.00	0 %	$0.00	$0.00
d) Space/Property & Utilities	$0.00	$0.00	0 %	$0.00	$0.00
e) Operating Expenses	$0.00	$0.00	0 %	$0.00	$0.00
f) Other	$0.00	$0.00	0 %	$0.00	$0.00
Subtotal	$0.00	$0.00	0 %	$0.00	$0.00
TOTAL	$0.00	$0.00	0 %	$0.00	$0.00

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
				Subtotal	
TOTAL FRINGE					
				PERSONAL SERVICES TOTAL	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	TOTAL
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
TOTAL	

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME:

CONTRACTOR SFS PAYEE NAME: NEWBURGH CITY OF

CONTRACT PERIOD: From: 12/01/2018

To: 03/31/2019

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ___ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Monthly Reimbursement

Number of Days/Claims: 30

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

[X] Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

[ ] Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

[ ] Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ___ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

[X] Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

[ ] Consolidated Fiscal Report (CFR) [1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

1 The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Attachment M

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the "New York State Department of Health"), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
   b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
   c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union,

or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.

B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.

C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.

B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at https://ny.newnycontracts.com.

VII. Liquidated Damages - MWBE Participation

A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

RESOLUTION NO.: 7 - 2018

OF

JANUARY 8, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A NEW YORK STATE DEPARTMENT OF HEALTH
LEAD SERVICE LINE REPLACEMENT PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED $544,745.00 REQUIRING NO CITY MATCH

WHEREAS, New York State's Clean Water Infrastructure Act of 2017 amended the Public Health Law to require the New York State Department of Health (NYSDOH) to institute a Lead Service Line Replacement Program (LSLRP) to provide municipalities with grant funds to facilitate the replacement of lead water service lines; and

WHEREAS, the LSLRP covers the full replacement of residential water service lines from the public water main to the residence and included typical project costs such as engineering fees, legal fees, municipal administration fees, construction costs of materials, equipment and labor, and site and property restoration; and

WHEREAS, the City of Newburgh wishes to accept a NYSDOH LSLRP Grant in an amount not to exceed $544,745.00 with no City matching funds required; and

WHEREAS, the City Council finds that accepting a NYSDOH LSLRP Grant is in the best interests of the City of Newburgh and its residents; and

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 Health Lead Service Line Replacement Program Grant in an amount not to exceed $544,745.00 requiring no City match; 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.

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 Jan. 8, 2018 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 9 day of Jan 2018

City Clerk

RESOLUTION NO.: ____ - 2018

OF

NOVEMBER 26, 2018

A RESOLUTION AUTHORIZING THE NEWBURGH ARMORY UNITY CENTER, INC. TO UNDERTAKE A FEASIBILITY STUDY FOR THE IMPLEMENTATION OF A SOLAR INSTALLATION AT THE ARMORY LOCATED AT 321 SOUTH WILLIAM STREET

WHEREAS, by Resolution No. 146-2011 of July 11, 2011, the City Council of the City of Newburgh determined that the Newburgh Armory Unity Center, Inc. ("NAUC") was the most capable entity to provide management, operation, and fundraising services for the Newburgh Armory located at 321 South William Street in the City of Newburgh and authorized the City Manager to execute a Management Agreement with the NAUC; and

WHEREAS, the Management Agreement authorizes the NAUC to make alterations or improvements to the Armory which do not exceed Ten Thousand ($10,000) Dollars in costs; and

WHEREAS, the NAUC proposes to undertake a feasibility study for the implementation of a solar installation on the Armory property to save money, become more energy efficient, and to serve as a model for emergent and innovative solar technologies and applications which are either currently, or soon to be, available; and

WHEREAS, the NAUC is an ideal facility for a demonstration solar installation because it has the opportunity to seek unique and innovative sources of funding which are not dependent on the taxpayer; and

WHEREAS, the City recognizes the enormous beneficial impact that the Newburgh Armory has had on the City of Newburgh by providing a home for recreational and educational programs that have greatly benefited the greater Newburgh community; and

WHEREAS, the City wishes to ensure the continued success of the Newburgh Armory for future generations by supporting and authorizing the NAUC's solar installation feasibility study project at no cost to the City; the same being in the best interests of the City of Newburgh and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Newburgh Armory Unity Center, Inc. be and hereby is authorized to undertake a feasibility study for the implementation of a solar installation on the Armory property; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute all such further documentation and take such further actions as may be appropriate and necessary for the successful completion of the solar installation feasibility study at the Newburgh Armory Unity Center, Inc.

RESOLUTION NO.: ________-2018

OF

NOVEMBER 26, 2018

A RESOLUTION RE-APPOINTING GAIL FULTON AND ALISON FILOSA AND APPOINTING GENIE ABRAMS FOR TWO YEAR TERMS TO THE CONSERVATION ADVISORY COUNCIL

WHEREAS, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled "Conservation Advisory Council"; and

WHEREAS, Chapter 159 provides for a seven-member Conservation Advisory Council, the members of which are appointed for terms of two years; and

WHEREAS, the terms of Deborah Dresser, Gail Fulton and Alison Filosa expire on November 30, 2018 and Ms. Fulton and Ms. Filosa wish to continue to serve new two-year terms and Genie Abrams has submitted a letter of interest to serve as a Member of the Conservation Advisory Council to replace Rev. Dresser who does not seek reappointment; the same being 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 Gail Fulton and Alison Filosa are hereby re-appointed and Genie Abrams is hereby appointed to the Conservation Advisory Council each for a two (2) year term commencing December 1, 2018 and ending on November 30, 2020.

Kelson, Michelle

From: BalbuenaPalma, OmarE
Sent: Friday, November 02, 2018 12:00 PM
To: Kelson, Michelle
Cc: Diaz, Eliana; Thomas, Chuck
Subject: FW: Conservation Advisory Council Appointments

Good Morning Michelle,

Please note that the terms for the following CAC members are expiring on November 30, 2018:

Gail Fulton
Deborah Dresser
Alison Filosa

Gail and Alison are requesting re-appointment to the CAC. Deborah said she will not seek to renew her appointment.

Fortunately, Genie Abrams submitted a letter of intent on January 2, 2018 (see e-mail below) requesting appointment to the CAC should a position become vacant this year. Genie reached out to the CAC last month to confirm she is happy to fill the opening that will be left by Deborah.

Please let me know what else needs to be done so that the City Council can move forward with the above mentioned appointments/re-appointments to the CAC.
Thank you,

Omar E. Balbuena-Palma
Secretary to the Land Use Boards
City of Newburgh
83 Broadway 2nd Floor
Newburgh, NY 12550
Phone: (845)569-7380
Fax: 845.569.7370
OBPalma@cityofnewburgh-ny.gov

From: Diaz, Eliana
Sent: Tuesday, January 02, 2018 10:35 AM
To: BalbuenaPalma, OmarE <OBPalma@cityofnewburgh-ny.gov>
Subject: FW: Requesting Appointment to the Conservation Advisory Council

Just an FYI

From: Genie Abrams [mailto:genieabrams@gmail.com]
Sent: Tuesday, January 02, 2018 10:07 AM
To: Kennedy, Judy <JKennedy@cityofnewburgh-ny.gov>; Mejia, Karen <KMejia@cityofnewburgh-ny.gov>; Ramona Monteverde <rmonteverd@aol.com>; Harvey,Torrance <tharvey@cityofnewburgh-ny.gov>; Rayford, Hillary <hrayford@cityofnewburgh-ny.gov>; Jacobson, Jonathan <jjacobson@cityofnewburgh-ny.gov>; Thomas, Chuck <cthomas@rcls.org>; Dresser, Deborah <deborahdresser@gmail.com>; Boyle,Kippy <KBoyle@hvc.rr.com>; Ciaravino,

Michael <MCiaravino@cityofnewburgh-ny.gov>; Kelson, Michelle <MKelson@cityofnewburgh-ny.gov>
Subject: Requesting Appointment to the Conservation Advisory Council

To Whom It May Concern:

This is to request my appointment to the City of Newburgh Conservation Advisory Council, should a position be or become vacant this year.

As a resident of Bay View Terrace, I am constantly aware of how valuable our river, creek, trees, greenspaces and viewsheds are to city residents, and I would like to help preserve them for future generations.

Please let me know if you will consider me for appointment to the CAC.

Thank you,

Genie Abrams

32 Bay View Terrace. Newburgh, NY 12550 * 845-764-06365 *

The City of Newburgh
Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

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

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Councilman Anthony Grice
Councilman Jonathan Jacobson
Councilwoman Karen Mejia
Councilwoman Ramona Monteverde
Councilwoman Hillary Rayford
Councilwoman Patricia Sofokles
Mayor Torrance Harvey
Michael G. Ciaravino, City Manager

FROM: Michelle Kelson, Corporation Counsel

RE: Revised Proposed Amendment to Local Law No. 1-2015
Residency Requirement for Municipal Officers

DATE: August 27, 2018

As you are aware, by Local Law No. 1-2015 of January 12, 2015, the City Council adopted a residency requirement for the Municipal Officers listed in City Charter Section C3.00(B) and (C). The residency requirement was imposed prospectively for all municipal officers initially appointed on or after January 13, 2017. At the July 6, 2017 work session, concerns were raised about the goals, objectives and application of Local Law No. 1-2015, and it was requested that further discussion of this topic be placed on the August 10, 2017 work session agenda. The concerns appeared to focus on balancing the idea of fostering more engaged and committed municipal officers through City residency and recruiting, retaining and promoting the best qualified candidates for municipal officer positions. Summarizing the concerns raised about Local Law No. 1-2015 at the July 6, 2017 work session:

1. Application to individuals who were City employees on or before the date of adoption but who were not municipal officers. Local Law No. 1-2015 requires individuals who were City employees but who were not City residents on or before effective date of the local law to become City residents in order to be considered for a subsequent appointment to a municipal officer position. This has been perceived to have a negative effect on the opportunities for individuals who were employed by the City who want to be promoted to more senior positions but did not contemplate City residency because it was not required at the time the individual commenced employment with the City. Additionally, Local Law

No. 1-2015 provided an exception from the residency requirement for the individuals holding municipal officer positions at the time of adoption but some of those incumbents had less time in service to the City than other employees who are subject to the residency requirement and who want to be considered for promotion.

2. The potential to limit or negatively impact recruitment for the most senior City positions.

In August of 2017, I prepared a draft amendment to Local Law No. 1-2015 containing options to address these concerns which were presented to Council in August 2017 and after public hearing in September 2017, no further action was taken.

The draft amendment to Local Law No. 1-2015 was submitted to Council again at the August 9, 2018 work session. The proposed amendment would apply the exception to the residency requirement to all individuals who are employed by the City on the effective date of a local law containing such amendment. It would treat incumbent employees the same as the incumbent municipal officers. If a current employee was eligible for an appointment to a municipal officer position on a promotional basis and the employee was not a City resident, the employee would not be required to become a City resident by accepting the promotional appointment.

Previously the proposed amendment included the possibility of a partial or full waiver of the residency requirement on a case by case basis where sufficient evidence is submitted and establishes that the municipal officer position cannot be filled with a qualified City resident or a qualified nonresident who is willing to become a City resident. The proposed amendments to waiver provisions were not well-received at the August 9, 2018 work session and the have been removed from the proposed draft amendment.

Please be reminded that no further and additional revisions or amendments to Local Law No. 1-2015 are or were needed to address the residency for the position of Fire Chief because Local Law No. 1-2015 could not and did not override the residency requirement as set forth in POL Section 3(4) because it is not a general law of the State but rather a special law of the State that cannot be superseded by a local law.

If the Council wants to proceed with the revised amendment as now proposed, the next step is to schedule a public hearing by adopting a resolution scheduling such public hearing at the September 10, 2018 Council meeting. The public hearing would be held at a future Council meeting, which could be as early as September 24, 2018.

____
MICHELLE KELSON
Corporation Counsel

MK/bhs
Attachment

LOCAL LAW NO.: 3 - 2018

OF

OCTOBER 9, 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 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

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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 <u>or who is an employee of the City</u> as of <u>the effective date of this local law</u> ~~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).

<u>SECTION 3</u> - <u>VALIDITY</u>

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.

<u>SECTION 4</u> - <u>EFFECTIVE DATE</u>

This Local Law shall take effect on October 15, 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.

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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 10/9/18 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 Oct. 20 18

City Clerk