CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
May 29, 2018
7:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
2. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes of the meeting of May 14, 2018
5. City Manager Update
6. Finance Update May 2018 by City Comptroller Katie Mack
   Actualización de las Finanzas del mes de mayo de 2018 por la Contralora Katie Mack

Presentations/Presentaciones

7. Mayor Harvey's Thank you letter to the City
   Carta de agradecimiento del Alcalde Harvey a la Ciudad

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

Comments from the Council regarding the agenda/Comentarios del Consejo con respecto a la agenda

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

8. Resolution No. 135 - 2018 Authorizing a Proposal with Arold Construction for Lining the Carpenter Avenue Sewer Main

   Resolution authorizing the City Manager to enter into a contract under the emergency procurement policy with Arold Construction Company, Inc. in the amount of $42,385.00 for emergency sewer main repair along Carpenter Avenue. (Jason Morris)

   Una resolución autorizando al Gerente de la Ciudad a entrar en un contrato bajo la política de contratación de emergencia con "Arold Construction Company, Inc." Por el monto de $42,385.00 para reparos de emergencia *del alcantarillado principal a lo largo de la Avenida Carpenter. (Jason Morris)*

9. Resolution No. 136 - 2018 OCTC - Capital Reserve Fund

   Resolution establishing a Capital Reserve Fund for the match required in the Orange County Transportation Council Transportation Improvement Program for projects in the City of Newburgh. (Katie Mack)

   Una resolución estableciendo un Fondo de Reserva Capital para fondos que el Proyecto del Programa de Mejoramientos de Transporte del Condado de Orange en la Ciudad de Newburgh requiere que sean igualados. (Katie Mack)

10. Resolution No. 137 - 2018 Increase and Extension - NYS DEC Reimbursement PFOS Related

    Resolution authorizing the City Manager to enter into an amendment to the agreement with the New York State Department of Environmental Conservation to extend the term of the agreement for reimbursement of additional costs incurred by the City of Newburgh as a result of providing an alternate source of drinking water (Katie Mack)

    Una resolución autorizando al Gerente de la Ciudad a entrar en una enmienda con respecto al contrato con el Departamento de Conservación Ambiental del Estado de Nueva York para extender el término del acuerdo para reembolso de costos adicionales incurridos por la Ciudad de Newburgh como resultado de haber proporcionado una fuente de agua potable alternativa. (Katie Mack)

11. Resolution No. 138 - 2018 Contract extension with MESH Realty for management of occupied City-owned properties

    Resolution authorizing the City Manager to execute an extension to an agreement between The City of Newburgh and Mesh Realty Group, Inc. to provide for the continuation of residential property management services. (Deirdre Glenn & Michelle Kelson)

    Una resolución autorizando al Gerente de la Ciudad a ejecutar una extensión a un acuerdo entre la Ciudad de Newburgh y "MESH Realty Group, Inc. Para proporcionar la continuación de servicios de administración de propiedades residenciales. (Deirdre Glenn y Michelle Kelson)

12. Resolution No. 139 - 2018 Community Growers Grant Program

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Agriculture & Markets Community Growers Program Grant for the development of the Downing Park Urban Farm in an amount not to exceed $25,000.00. (Deirdre Glenn)

    Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Mercados de Agricultores Comunitarios y Agricultura del Estado de Nueva York para el desarrollo de la Granja Urbana del Parque Downing por una cantidad que no exceda

$25,000.00.0 (Deirdre Glenn)

13. Resolution No. 140 - 2018 Fire Department $250,000 Grant for UHF Radios

    Resolution authorizing the City Manager to accept a SFY 2018-2019 New York State Senate Initiative Grant from Senator William Larking in an amount not to exceed $250,000.00 with no City match to purchase new UHF radios for the City of Newburgh Fire Department. (Assistant Chief Terry Ahlers)

    Una resolución autorizando al Gerente de la Ciudad a aceptar una Subvención de Iniciativa del Senado del Estado de Nueva York "SFY 2018-2019" del Senado William Larkin por una cantidad que no exceda $250,000.00 el cual no requiere que la Ciudad iguale los fondos para comprar nuevos radios UHF para el Departamento de Bomberos de la Ciudad de Newburgh. (Asistente de Jefe Terry Ahlers)

14. Resolution No. 141 - 2018 A License Agreement with Alvin Moonesar and Best Resources Center to Perform Upgrades to the Hasbrouck Street Park

    A Resolution authorizing the City Manager to enter into a License Agreement with the Center for People Development, Inc. to allow access to Hasbrouck Street Park to conduct repairs, maintenance and install improvements. (Deirdre Glenn)

    Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licenciatura con el "Center for People Development, Inc." Para permitir acceso al Parque de "Hasbrouck Street" para hacer reparos, mantenimiento e instalar mejoramientos. (Deirdre Glenn)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

CITY OF NEWBURGH

Office of the Mayor
83 Broadway, Newburgh, New York 12550
(845) 569-7303/Fax (845) 569-7370
www.cityofnewburgh-ny.gov

Mayor Torrance R. Harvey

May 29, 2018

On behalf of the City of Newburgh, I would like to extend a heartfelt thank you to our residents, businesses and community organizations for their hard work and patience after last week's storms and for banding together to aid those in need. All throughout our city, there were examples of people going above and beyond to serve one another and our city of Newburgh; our community members came together and rendered extraordinary assistance for three days, while crews brought the manpower and equipment needed to restore power and ensure the safety of our residents.

I would also like to express gratitude to Newburgh City Manager Michael Ciaravino, County Executive Steve Neuhaus and Governor Cuomo for supporting our cleanup efforts and addressing residents' special needs. Central Hudson exhibited dedicated customer service with round-the-clock crews from the tri-state area and beyond to restore power as quickly as possible, and I want to particularly thank Thomas Scaglione who kept me informed and provided updates throughout the period from the Emergency Response Center in Goshen, NY. The Newburgh City Department of Works and Sanitation, under the leadership of George Garrison, worked tirelessly to remove trees and debris from our roads, while the City of Newburgh Water Department kept the water flowing, using generators to ensure residents had clean drinking water, even when the power went out. The Newburgh City Fire Department, under Chief Ahlers, not only addressed putting out fires from power lines, but also provided rescue and safety for our residents. The City of Newburgh Police Department's men and women whom under the leadership of Chief Solomon worked hard to keep our city safe.

Community organizations such as the Newburgh Armory Unity Center, RECAP, YWCA Orange County, United Way, and the Newburgh Enlarged City School District under the leadership of Dr. Roberto Padilla, who all worked diligently to feed, shelter and provide support to families throughout the City of Newburgh. I would like to also thank Deirdre Glenn and Derrick Stanton for coordinating Red Cross and Salvation Army efforts. Newburgh is lucky to have such supportive people and organizations to lean on during very difficult times.

We were all shocked by the tragic and sudden loss of one of our city's younger residents, Ms. Gina Garzon. The weight of this sadness and loss was met with kindness and generosity from our community and I was not the only person touched by the outpouring of love and support. I must also thank our city's residents who worked tirelessly to keep one another safe, clean up debris, and provide food and shelter to others. Among others, the community members and businesses who organized impromptu barbeques on Liberty Street, Broadway and South Street exemplified the strength of our community, -one centered around empathy and altruism. I couldn't be prouder to be a resident of Newburgh and am honored to serve alongside such caring and dedicated individuals.

Thank you all!!

Torrance R. Harvey
Mayor

RESOLUTION NO.: 135 - 2018

OF

MAY 29, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT UNDER THE EMERGENCY PROCUREMENT POLICY WITH AROLD CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF $42,385.00 FOR EMERGENCY SEWER MAIN REPAIR ALONG CARPENTER AVENUE

WHEREAS, a sewer main failure was identified along Carpenter Avenue which was causing a discharge through a privately owned retaining wall located at 111 North Street resulting in an immediate threat to the public health and safety; and

WHEREAS, the City Engineer, through the City's Emergency Procurement Policy, solicited repair quotes from three contractors qualified to conduct sewer lining services to furnish and install 865ft of Cured In-Place Pipe (CIPP) liner within the existing sewer main along Carpenter Avenue; and

WHEREAS, Arold Construction Company, Inc. submitted the lowest cost proposal for the sewer main remediation and repair in the amount of $42,385.00 with funding to be derived from G.8120.0448.0002; and

WHEREAS, this Council has determined that accepting the proposal and entering into an agreement with Arold Construction Company, Inc. under the City's Emergency Procurement Policy for the sewer main repair and remediation services is in the best interests of the City of Newburgh and the public health and safety of its residents;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby declares that the sewer main failure along Carpenter Avenue created an emergency condition within the meaning of the New York State General Municipal Law; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to accept a proposal and enter into a contract with Arold Construction Company, Inc. for the sewer main remediation and repair pursuant to the City's Emergency Procurement Policy in the amount of $42,385.00.

ROUTING SLIP FOR CITY MANAGER SIGNATURE

Document Title: Emergency Procurement Summary - Lining Carpenter Avenue Sewer Main

Date Submitted: April 17, 2018 Date required: ASAP

Originated by: Jason Morris, PE - City Engineer

RECEIVED 4/19/18

Please ensure Resolution No. is included on document under City Manager Signature

AUTHORIZING RESOLUTION No. for Signature ________ ____________

SCANNED 4/20/18

Attached: ☐ Yes / ☒ No If no resolution, please CHECK "No" and explain

Resolution will be obtained at the next available Council meeting.

PLEASE CHECK BOX NEXT TO CITY STAFF THAT NEEDS TO REVIEW BEFORE CITY MANAGER SIGNATURE

RECEIVED APR 20 2018 CITY ENGINEER

Reviewed and Approved (Applicable Department Heads)

☑ Approved as to Form:
☑ Approved as to Substance:

[signature] Date 4/18/18
☒ Kathryn Mack, City Comptroller

☐ ____________________ Date______
Chief Douglas Solomon, Police Dept.

☑ Approved as to Form:
☑ Approved as to Substance:
☒ Resolution Required for CM Signature

[signature] Date 4/19/18
☒ Michelle Kelson, Corporation Counsel

☐ ____________________ Date______
Acting Chief Terry Ahlers, Fire Dept.

☒ [signature] Date 4-17-18
Jason Morris, City Engineer

☒ [signature] Date 4/17/18
George Garrison, DPW Superintendent

☐ ____________________ Date______
Deirdre Glenn, Director
Planning & Development

☐ ____________________ Date______
Nick Crispino,
Information Systems Manager

☐ ____________________ Date______
Derrick Stanton, Recreation Director

☐ ____________________ Date______
Michelle Mills, Civil Service Administrator

☐ ____________________ Date______
Ellen Fillo, CDBG Director

____
Wayne Vradenburgh, Water Superintendent

☐ ____________________ Date______
Other Staff

____
Title

REVISED March 1, 2018 ED

CITY OF NEWBURGH

Office of the Engineer

83 Broadway, Newburgh, New York 12550

(845) 569-7448/Fax (845) 569-7349

www.cityofnewburgh-ny.gov

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

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

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

April 17, 2018

Michael Ciaravino
City Manager
83 Broadway
Newburgh, NY 12550

RE: Emergency Procurement Summary – Lining Carpenter Avenue Sewer Main

Mr. Ciaravino,

This letter shall serve to summarize the recent events related to the discharge of sewage from the privately owned retaining wall located at 111 North Street. In late March, the City's plumbing inspector received a call from the owner of 111 North Street complaining of sewer discharging through a retaining wall and flowing into an in-ground swimming pool located along the back of the private property adjacent to Carpenter Avenue. The property owner's agent provided sample results from a laboratory showing very high bacterial counts in the discharge. The plumbing inspector subsequently contacted the Engineering Department to request further investigation of the issue. Suspecting a possible sewer lateral break from the neighboring property located uphill behind the retaining wall, the Engineering Department made contact with the property owner of 441 Carpenter Avenue to request access to the bathrooms to introduce sewer dye into their private residence. Access to 441 Carpenter Avenue was granted on several occasions for the purpose of introducing dye into the toilet and performing a visual observation of the effluent discharging from the neighboring retaining wall to confirm the presence or absence of the green sewer dye. After numerous repeated attempts at dying the neighboring sewer lateral, no dye was ever observed discharging through the retaining wall. The Engineering Department then conducted a CCTV inspection of the 10 inch VCP sewer main located along Carpenter Avenue between Castle Avenue and Cottage Avenue in further attempt to locate the cause of the observed discharge. The CCTV inspection was conducted in accordance with NASSCO standards by a NASSCO certified operator employed by the City as the Assistant City Engineer. The inspection revealed numerous deficiencies including a previously repaired collapse, multiple fractures, hinge cracking and roots penetrating through open joints. After further review of the inspection video, the Engineering Department introduced green sewer dye into the manhole located at the most upstream end of the sewer main along Carpenter Avenue near the intersection of Cottage Avenue. Approximately 15 minutes after the introduction of this sewer dye into the most upstream manhole, the green sewer dye was observed discharging through the privately owned retaining wall. The presence of this sewer dye confirmed that the discharge was indeed sewer that originated from the City owned sewer main. Within 2 hours of this confirmation, the Engineering Department notified the New York State Department of Environmental Conservation and prepared a public notification on New York State's NY-Alert system in accordance with the Sewage Pollution Right-to-Know Law. The NYSDEC responded and requested an action plan to address the discharge and public health issue. The Engineering Department also contacted the office of the City Manager and the City's Comptroller to provide background information on the infrastructure issue. It was decided that this issue constituted a public health emergency due to the ongoing discharge of sewage, and that immediate action was warranted. The Engineering Department immediately contacted numerous contractors familiar with sewer lining in an effort to solicit quotes for lining of the sewer main along Carpenter Avenue. The Engineering Department provided each contractor with a copy of the CCTV NASSCO coded pipe inspection to assist them in their preparation of a price quote for the project. An opportunity was also provided for each contractor to view the job site and open manholes to view the sewer main. Each of the solicited contractors provided a price quote for the lining of the Carpenter Avenue sewer as follows:

Arold Construction Company, Inc. (Cerified WBE & DPE): $42,385.00

TAM Enterprises, Inc.: $67,000

METRA Industries: $81,412.58

Based upon the price quotes submitted and the feedback that the Engineering Department has received from several contacts that have worked with Arold Construction, I recommend that the City award the emergency sewer lining job to Arold Construction in the amount of $42,385 and that this award be performed through the City's emergency procurement process. Please advise once this certification letter is authorized and I will request that a purchase order be opened in the full amount of the project price so that this work can start immediately.

Sincerely,

Jason C. Morris, PE
City Engineer

Attachments: 1. Photo of sewage and dye discharging from retaining wall at 111 North Street
2. Compiled NY-Alert and 5-Day Notice of Non-Compliance

Cc: Katie Mack – Comptroller
Michelle Kelson – Corporation Counsel
George Garrison - DPW Superintendent
William Horton – Assistant Fire Chief

Emergency Procurement Method Approved By: *Michael G. Ciaravino, City Manager* APR 2 0 2018

Attachment-1: Photo of sewage and dye discharging from retaining wall at 111 North Street

New York State Department of Environmental Conservation
Division of Water

Report of Noncompliance Event

To: DEC Water Contact Manju Cherian **DEC Region:** 3

Report Type: ✓ *5 Day* ___ *Permit Violation* ___ *Order Violation* ___ *Anticipated Noncompliance* ___ *Bypass/Overflow* ___ *Other*

SECTION 2

SPDES #: NY-0026310 **Facility:** City of Newburgh

Date of noncompliance: 04/10/2018 **Location (Outfall, Treatment Unit, or Pump Station):** 111 North Street Newburgh, NY 12550

Description of noncompliance(s) and cause(s):

Dry-weather sewage seepage through a privately owned retaining wall in the rear yard of the privately owned residence located at 111 North Street Newburgh, NY. The City was notified of the alleged discharge by the property owner. The City performed an extensive investigation to confirm that the discharge is sewage and originating from the City owned infrastructure.

Has event ceased? (Yes) (No) **If so, when?** ________ **Was event due to plant upset?** (Yes) (No) **SPDES limits violated?** (Yes) (No)

Start date, time of event: 04/10/2018, 01:00 (AM) (PM) **End date, time of event:** ________, ________ (AM) (PM)

Date, time oral notification made to DEC? 04/10/2018, 01:55 (AM) (PM) **DEC Official contacted:** Manju Cherian & NY-Alert

Immediate corrective actions:

The City has dye testing and CCTV'd the City owned 10 VCP sewer main in Carpenter Avenue to confirm that the observed discharge coming through the retaining wall at 111 North Street is originating from the City's sewer main. The discharged sewage is infiltrating into the ground and does not reach a public right of way or waterbody.

Preventive (long term) corrective actions:

The City's CCTV work has revealed numerous fractures and breaks in the Carpenter Avenue sewer main where exfiltration is occurring. The City has authorized emergency procurement for a contractor to line the sewer main in Carpenter Avenue. The City is working to obtain price quotes for this work and is expected to authorize a contract with a lining company by April 20.

SECTION 3

Complete this section if event was a bypass:

Bypass amount: ________ Was prior DEC authorization received for this event? (Yes) (No)

DEC Official contacted: ________ Date of DEC approval: __/__/__

Describe event in "Description of noncompliance and cause" area in Section 2. Detail the start and end dates and times in Section 2 also.

SECTION 4

Facility Representative: Jason Morris, PE **Title:** City Engineer **Date:** 04/13/2018

Phone #: (845) 569-7448 **Fax #:** (845) 569-7349

I Certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

X ____________________
Signature of Principal Executive Officer or Authorized Agent

STATE OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SEWAGE DISCHARGE FORM

Orange County, City of Newburgh, Sewage Discharge, 111 North Street

NY-Alert notification 5189976 generated on Apr 10 2018 1:55PM.

Reported by Newburgh WWTP: POSSID# NY0026310, SPDES#

Discharge Information

Location:	111 North Street Newburgh, NY 12550 Sanitary Sewer Discharge POINT (-74.017326657 41.516960581)
Start Time:	Apr 10 2018 1:00PM
End Time:	Apr 20 2018 12:00AM
Duration:	227.0 hours ongoing.
Volume:	1 Gallons Per Minute (Estimated)
Treated State:	Untreated

Discharge did not reach surface water.

The following public areas were potentially impacted:

Other: Backyards of Private Residences

System Components

Other: Seepage through retaining wall in backyard of private residence

---

Reason(s) for discharge

Pipe Break:	Unknown pipe break or open pipe joint along Carpenter Avenue
Unknown At This Time:	City is working to determine the exact location of pipe exfiltration

---

Description of Discharge

sanitary sewer from City sewer main

Steps taken to contain discharge:

Sewage is contained within backyard of residences. City is working to determine the exact location of exfiltration along Carpenter Avenue sewer main

Additional Intructions:

Follow Up:

Please remember to file a five day follow up report.

STATE OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SEWAGE DISCHARGE FORM

UPDATE: Orange County, City of Newburgh, Sewage Discharge, 111 North Street

NY-Alert notification 5190396 generated on Apr 11 2018 1:19PM.

Reported by Newburgh WWTP: POSSID# NY0026310, SPDES#

Discharge Information

Location:	111 North Street Newburgh, NY 12550 Sanitary Sewer Discharge POINT (-74.017326657 41.516960581)
Start Time:	Apr 10 2018 1:00PM
End Time:	Apr 20 2018 12:00AM
Duration:	227.0 hours ongoing.
Volume:	1 Gallons Per Minute (Estimated)
Treated State:	Untreated

Discharge did not reach surface water.

The following public areas were potentially impacted:

Other: Backyards of Private Residences

System Components

Other: Seepage through retaining wall in backyard of private residence

Reason(s) for discharge

Pipe Break:	Unknown pipe break or open pipe joint along Carpenter Avenue
Unknown At This Time:	City is working to determine the exact location of pipe exfiltration

Description of Discharge

sanitary sewer from City sewer main

Steps taken to contain discharge:

Sewage is contained within backyard of residences. City is working to determine the exact location of exfiltration along Carpenter Avenue sewer main

Additional Intructions:

Update (4-11-18): City has completed CCTV of the sewer main and has identified multiple pipe joints, breaks and fractures where exfiltration may be occurring. City is working to identify funding and obtain prices for lining the sewer main in Carpenter Street.

STATE OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SEWAGE DISCHARGE FORM

UPDATE: UPDATE: Orange County, City of Newburgh, Sewage Discharge, 111 North Street

NY-Alert notification 5191428 generated on Apr 12 2018 2:16PM.

Reported by Newburgh WWTP: POSSID# NY0026310, SPDES#

Discharge Information

Location:	111 North Street Newburgh, NY 12550 Sanitary Sewer Discharge POINT (-74.017326657 41.516960581)
Start Time:	Apr 10 2018 1:00PM
End Time:	Apr 20 2018 12:00AM
Duration:	227.0 hours ongoing.
Volume:	1 Gallons Per Minute (Estimated)
Treated State:	Untreated

Discharge did not reach surface water.

The following public areas were potentially impacted:

Other: Backyards of Private Residences

System Components

Other: Seepage through retaining wall in backyard of private residence

Reason(s) for discharge

Pipe Break:	Unknown pipe break or open pipe joint along Carpenter Avenue
Unknown At This Time:	City is working to determine the exact location of pipe exfiltration

Description of Discharge

sanitary sewer from City sewer main

Steps taken to contain discharge:

Sewage is contained within backyard of residences. City is working to determine the exact location of exfiltration along Carpenter Avenue sewer main

Additional Intructions:

Update (4-11-18): City has completed CCTV of the sewer main and has identified multiple pipe joints, breaks and fractures where exfiltration may be occurring. City is working to identify funding and obtain prices for lining the sewer main in Carpenter Street. Update (4-12-18): The City is in the process of meeting with contractors to obtain price quotes for the lining of the sewer main in Carpenter Avenue.

STATE OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SEWAGE DISCHARGE FORM

UPDATE: Orange County, City of Newburgh, Sewage Discharge, 111 North Street

NY-Alert notification 5192320 generated on Apr 13 2018 11:15AM.

Reported by Newburgh WWTP: POSSID# NY0026310, SPDES#

Discharge Information

Location:	111 North Street Newburgh, NY 12550 Sanitary Sewer Discharge POINT (-74.017326657 41.516960581)
Start Time:	Apr 10 2018 1:00PM
End Time:	Apr 20 2018 12:00AM
Duration:	227.0 hours ongoing.
Volume:	1 Gallons Per Minute (Estimated)
Treated State:	Untreated

Discharge did not reach surface water.

The following public areas were potentially impacted:

Other: Backyards of Private Residences

System Components

Other: Seepage through retaining wall in backyard of private residence

Reason(s) for discharge

Pipe Break:	Unknown pipe break or open pipe joint along Carpenter Avenue
Unknown At This Time:	City is working to determine the exact location of pipe exfiltration

Description of Discharge

sanitary sewer from City sewer main

Steps taken to contain discharge:

Sewage is contained within backyard of residences. City is working to determine the exact location of exfiltration along Carpenter Avenue sewer main

Additional Intructions:

Update (4-11-18): City has completed CCTV of the sewer main and has identified multiple pipe joints, breaks and fractures where exfiltration may be occurring. City is working to identify funding and obtain prices for lining the sewer main in Carpenter Street. Update (4-12-18): The City is in the process of meeting with contractors to obtain price quotes for the lining of the sewer main in Carpenter Avenue. Update (4-13-18): The City is in the process of meeting with contractors to obtain price quotes for

the lining of the sewer main in Carpenter Avenue.

Follow Up:

Please remember to file a five day follow up report.

STATE OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SEWAGE DISCHARGE FORM

UPDATE: Orange County, City of Newburgh, Sewage Discharge, 111 North Street

NY-Alert notification 5195291 generated on Apr 16 2018 9:07AM.

Reported by Newburgh WWTP: POSSID# NY0026310, SPDES#

Discharge Information

Location:	111 North Street Newburgh, NY 12550 Sanitary Sewer Discharge POINT (-74.017326657 41.516960581)
Start Time:	Apr 10 2018 1:00PM
End Time:	May 4 2018 12:00AM
Duration:	563.0 hours ongoing.
Volume:	1 Gallons Per Minute (Estimated)
Treated State:	Untreated

Discharge did not reach surface water.

The following public areas were potentially impacted:

Other: Backyards of Private Residences

System Components

Other: Seepage through retaining wall in backyard of private residence

Reason(s) for discharge

Pipe Break:	Unknown pipe break or open pipe joint along Carpenter Avenue
Unknown At This Time:	City is working to determine the exact location of pipe exfiltration

Description of Discharge

sanitary sewer from City sewer main

Steps taken to contain discharge:

Sewage is contained within backyard of residences. City is working to determine the exact location of exfiltration along Carpenter Avenue sewer main

Additional Intructions:

Update (4-11-18): City has completed CCTV of the sewer main and has identified multiple pipe joints, breaks and fractures where exfiltration may be occurring. City is working to identify funding and obtain prices for lining the sewer main in Carpenter Street. Update (4-12-18): The City is in the process of meeting with contractors to obtain price quotes for the lining of the sewer main in Carpenter Avenue. Update (4-13-18): The City is in the process of meeting with contractors to obtain price quotes for

the lining of the sewer main in Carpenter Avenue. Update (4-16-18): The City anticipates receipt of emergency contractor quotes today by the close of business. The City anticipates awarding the emergency sewer lining job by Wednesday.

Follow Up:

Please remember to file a five day follow up report.

STATE OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SEWAGE DISCHARGE FORM

UPDATE: Orange County, City of Newburgh, Sewage Discharge, 111 North Street

NY-Alert notification 5196487 generated on Apr 17 2018 10:52AM.

Reported by Newburgh WWTP: POSSID# NY0026310, SPDES#

Discharge Information

Location:	111 North Street Newburgh, NY 12550 Sanitary Sewer Discharge POINT (-74.017326657 41.516960581)
Start Time:	Apr 10 2018 1:00PM
End Time:	May 4 2018 12:00AM
Duration:	563.0 hours ongoing.
Volume:	1 Gallons Per Minute (Estimated)
Treated State:	Untreated

Discharge did not reach surface water.

The following public areas were potentially impacted:

Other: Backyards of Private Residences

System Components

Other: Seepage through retaining wall in backyard of private residence

---

Reason(s) for discharge

Pipe Break:	Unknown pipe break or open pipe joint along Carpenter Avenue
Unknown At This Time:	City is working to determine the exact location of pipe exfiltration

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Description of Discharge

sanitary sewer from City sewer main

Steps taken to contain discharge:

Sewage is contained within backyard of residences. City is working to determine the exact location of exfiltration along Carpenter Avenue sewer main

Additional Intructions:

Update (4-11-18): City has completed CCTV of the sewer main and has identified multiple pipe joints, breaks and fractures where exfiltration may be occurring. City is working to identify funding and obtain prices for lining the sewer main in Carpenter Street. Update (4-12-18): The City is in the process of meeting with contractors to obtain price quotes for the lining of the sewer main in Carpenter Avenue. Update (4-13-18): The City is in the process of meeting with contractors to obtain price quotes for

the lining of the sewer main in Carpenter Avenue. Update (4-16-18): The City anticipates receipt of emergency contractor quotes today by the close of business. The City anticipates awarding the emergency sewer lining job by Wednesday. Update (4-17-18): The City has received all quotes from the emergency sewer lining contractors and will be awarding the project today.

Follow Up:

Please remember to file a five day follow up report.

AROLD
51 POWDER MILL BRIDGE RD. KINGSTON, NY 12401
(845) 336-8753 PHONE (845) 336-8245 FAX
www.aroldconstruction.com
CONSTRUCTION COMPANY, INC.
A CERTIFIED WBE & DBE CONTRACTOR

invoice

DATE	INVOICE #
5/14/18	2018058

BILL TO:

City of Newburgh
Attn: Jason Morris
83 Broadway
Newburgh, NY 12550

DESCRIPTION	AMOUNT
Furnish & Install 10" Cured In Place Pipe (CIPP) Liner on Carpenter Ave. per P.O. 23553	42,385.00
Orange Co Sales Tax	0.00

Due on Receipt	TOTAL	$42,385.00

CITY OF NEWBURGH, NY

83 BROADWAY
NEWBURGH, NY 12550
PHONE # (845) 569-7320 FAX # (845) 569-7490
Federal ID: 14-6002329

PO Number : **23553**
Date : 04/19/2018
Page: 1 of 1

Purchase Order

Ship To:
CITY OF NEWBURGH
SANITARY SEWERS,C/O DPW
88 PIERCES RD
NEWBURGH, NY 12550

Vendor : 0000000672
AROLD CONSTRUCTION CO INC
51 POWDER MILL BRIDGE RD
KINGSTON, NY 12401

Bill To:
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

PHONE # (845) 336-8753 **FAX #** (845) 336-8245

Description: FOR THE SEWER EMERGENCY PROJECT ON CARPENTER AVE.

Qty.	Unit	Description	Unit Price	Amount
1.0000		TO FURNISH AND INSTALL 865 FT OF 10" CURED IN PLACE(CIPP) LINER IN EXISTING CLAY - EMERGENCY SERVICE ON CARPENTER AVENUE AS PER SPECIFICS ON ATTACHED PROPOSAL FROM VENDOR - AS PER CITY ENGINEER G.8120.0448.0002	42,385.0000	42,385.00
		Total:		$42,385.00

Ordered By: MNACLERIO Req. Date: 04/18/2018 Req. No: 113455 Approved By: KM

RESOLUTION NO.: 136 - 2018

OF

MAY 29, 2018

RESOLUTION ESTABLISHING A CAPITAL RESERVE FUND FOR THE MATCH REQUIRED IN THE ORANGE COUNTY TRANSPORTATION COUNCIL TRANSPORTATION IMPROVEMENT PROGRAM FOR PROJECTS IN THE CITY OF NEWBURGH

WHEREAS, the City Council of the City of Newburgh recognizes the City's infrastructure is in need of improvements; and

WHEREAS, a number of capital projects to improve the City's transportation infrastructure are included in the Orange County Transportation Council Transportation Improvement Program and such projects required City matching funds; and

WHEREAS, City has received its share of 2017 sales tax revenue in the amount of $536,000.00 pursuant the agreement with Orange County;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh as follows; pursuant to pursuant to General Municipal Law Section 6-c, as amended, there is hereby established a capital reserve fund to be known as the "OCTC TIP Reserve Fund" (hereinafter "OCTC TIP Reserve Fund"), which purpose is to accumulate moneys to finance the cost of a type of transportation infrastructure improvements as set forth in the Orange County Transportation Council Transportation Improvement Program for the City of Newburgh; and

BE IT FURTHER RESOLVED by the City Council of the City of Newburgh that the City Comptroller is hereby directed to deposit and secure the moneys of the OCTC TIP Reserve Fund in the manner provided by Section 10 of the General Municipal Law and the City Comptroller may invest the moneys in the OCTC Reserve Fund in the manner provided by Section 11 of the General Municipal Law, and consistent with the investment policy of the City of Newburgh with any interest earned or capital gains realized on the moneys so deposited or invested shall accrue to and become part of the OCTC Reserve Fund. The City Comptroller shall account for the OCTC Reserve Fund in a manner which maintains the separate identity of the OCTC TIP Reserve Fund and shows the date and amount of each sum paid into the fund, interest earned by the fund, capital gains or losses resulting from the sale of investments of the fund, the amount and date of each withdrawal from the fund and the total assets of the fund, showing cash balance and a schedule of investments, and shall, at the end of each fiscal year, render to the City Council a detailed report of the operation and condition of the OCTC TIP Reserve Fund; and

BE IT FURTHER RESOLVED by the City Council of the City of Newburgh that except as otherwise provided by law, expenditures from this OCTC TIP Reserve Fund shall be made only for the purpose for which the OCTC TIP Reserve Fund is established and no expenditure shall be made from this OCTC TIP Reserve Fund without the approval of the City Council and such additional actions or proceedings as may be required by Section 6-c of the General Municipal Law or any other law, including a permissive referendum if required by subdivision 4 of Section 6-c.; and

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

	INCREASE:
A.0000.0599.1000.0000	
Appropriation from Fund Balance	$536,000.00
A.0000.0882.0000	
Reserve for OCTC Project Matches	$536,000.00
TOTAL:	$536,00.00

Program	PIN	Work Type	Project Name
Orange County ¯	876191	Mobil	Liberty Street Streetscape and Sidewalk Improvements
Orange County ¯	876191	Mobil	Liberty Street Streetscape and Sidewalk Improvements
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Source	Phase	Sum of Amount
City Match	PRELDES	$ 8,000.00
	DETLDES	$ 12,000.00
	CONINSP	$ 19,000.00
	CONST	$ 155,000.00
City Match Total		**$ 194,000.00**

Project Description	Funding	Obligation Month
Liberty street streetscapes and sidewalk improvements inclu	TAP LG Urban	Feb
Liberty street streetscape and sidewalk improvements includ	TAP LG Urban	Aug
Liberty street streetscapes and sidewalk improvements inclu	TAP LG Urban	Feb
Liberty street streetscape and sidewalk improvements includ	TAP LG Urban	Aug
Liberty street streetscapes and sidewalk improvements inclu	CDBG 2016	Feb
Liberty street streetscapes and sidewalk improvements inclu	CDBG 2016	Aug
Liberty street streetscapes and sidewalk improvements inclu	CDBG 2018	Feb
Liberty street streetscapes and sidewalk improvements inclu	CDBG 2018	Aug

Match Year	Phase	Source	Conversion	Amount
2017	PRELDES	County	0.018	18000
2017	DETLDES	County	0.029	29000
2019	CONST	County	0.37	370000
2019	CONINSP	County	0.046	46000
2017	PRELDES	City Match	0.008	8000
2017	DETLDES	City Match	0.012	12000
2019	CONST	City Match	0.155	155000
2019	CONINSP	City Match	0.019	19000

657000

656000
-50000
606000
121200

Orange County Transportation Council
(OCTC) (TIP) Funding
City of Newburgh Projects
2017-2021

Sum of Amount				Match Year					
Project Name	**PIN**	**Source**	**Funding**	**2017**	**2018**	**2019**	**2020**	**2021**	**Grand Total**
Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street	**800526**	County	STP-LG Urban			680,000	80,000	2,867,000	3,627,000
		City Match	**Unfunded**			**170,000**	**20,000**	**717,000**	**907,000**
Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street Total						**850,000**	**100,000**	**3,584,000**	**4,534,000**
Improve East End roads: Liberty Street Rehabilitation Between Clinton Street and North Street	**876120**	County	HPP			176,000	1,166,000		1,342,000
		City Match	**Unfunded**			**44,000**	**291,000**		**335,000**
Improve East End roads: Liberty Street Rehabilitation Between Clinton Street and North Street Total						**220,000**	**1,457,000**		**1,677,000**
Lake Drive Bridge	**876139**	County	STP-OFF	132,000	280,000	1,300,000			1,712,000
		City Match	**2016 BAN**	**33,000**	**70,000**	**325,000**			**428,000**
Lake Drive Bridge Total				**165,000**	**350,000**	**1,625,000**			**2,140,000**
Lake Street Bridge (RT 32)	**876157**	County	NHPP		950,000				950,000
		City Match	**2018 Budget**		**50,000**				**50,000**
Lake Street Bridge (RT 32) Total					**1,000,000**				**1,000,000**
Liberty Street Streetscape and Sidewalk Improvements	**876191**	County	TAP LG Urban	47,000		416,000			463,000
		City Match	**CDBG 2016**	**20,000**					**20,000**
			CDBG 2018			**174,000**			**174,000**
Liberty Street Streetscape and Sidewalk Improvements Total				**67,000**		**590,000**			**657,000**
Traffic signal upgrades	**875875**	County	CMAQ			134,000	4,000	1,165,000	1,303,000
		City Match	**Unfunded**			**33,000**	**1,000**	**291,000**	**325,000**
Traffic signal upgrades Total						**167,000**	**5,000**	**1,456,000**	**1,628,000**
Walsh Road Bridge	**876140**	County	STP-OFF	324,000	60,000		1,344,000		1,728,000
		City Match	**2016 BAN**	**81,000**	**15,000**		**336,000**		**432,000**
Walsh Road Bridge Total				**405,000**	**75,000**		**1,680,000**		**2,160,000**
Grand Total				**637,000**	**1,425,000**	**3,452,000**	**3,242,000**	**5,040,000**	**13,796,000**

	2017	2018	2019	2020	2021	Grand Total
Total City Match Required	**134,000**	**135,000**	**746,000**	**648,000**	**1,008,000**	**2,671,000**
Total amount of funded projects	**$ 134,000**	**$ 135,000**	**$ 325,000**	**$ 336,000**	**$ -**	**$ 880,000**
Total amount of unfunded projects	**$ -**	**$ -**	**$ (421,000)**	**$ (312,000)**	**$ (1,008,000)**	**$ (1,791,000)**

Program	PIN	Work Type	Project Name
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876140	Bridge	Walsh Road Bridge
Orange County Transportation Council	876140	Bridge	Walsh Road Bridge
Orange County Transportation Council	876140	Bridge	Walsh Road Bridge
Orange County Transportation Council	876140	Bridge	Walsh Road Bridge
Orange County Transportation Council	876140	Bridge	Walsh Road Bridge
Orange County Transportation Council	876140	Bridge	Walsh Road Bridge
Orange County Transportation Council	876157	Bridge	Lake Street Bridge (RT 32)
Orange County Transportation Council	876157	Bridge	Lake Street Bridge (RT 32)
Orange County Transportation Council	876191	Mobil	Liberty Street Streetscape and Sidewalk Improvements

Orange County Transportation Council	876191	Mobil	Liberty Street Streetscape and Sidewalk Improvements
Orange County Transportation Council	876191	Mobil	Liberty Street Streetscape and Sidewalk Improvements
Orange County Transportation Council	876191	Mobil	Liberty Street Streetscape and Sidewalk Improvements
Orange County Transportation Council	800526	R&P	Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street
Orange County Transportation Council	800526	R&P	Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street
Orange County Transportation Council	800526	R&P	Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street
Orange County Transportation Council	800526	R&P	Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street
Orange County Transportation Council	800526	R&P	Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street
Orange County Transportation Council	800526	R&P	Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street
Orange County Transportation Council	875875	Traffic	Traffic signal upgrades
Orange County Transportation Council	875875	Traffic	Traffic signal upgrades

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Orange County Transportation Council	876120	RECON	Improve East End roads: Liberty Street Rehabilitation Between Clinton Street and North Street
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Orange County Transportation Council	876120	RECON	Improve East End roads: Liberty Street Rehabilitation Between Clinton Street and North Street
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876139	Bridge	Lake Drive Bridge
Orange County Transportation Council	876140	Bridge	Walsh Road Bridge
Orange County Transportation Council	876140	Bridge	Walsh Road Bridge

Orange County Transportation Council	876140	Bridge	Walsh Road Bridge
Orange County Transportation Council	876140	Bridge	Walsh Road Bridge
Orange County Transportation Council	876140	Bridge	Walsh Road Bridge
Orange County Transportation Council	876140	Bridge	Walsh Road Bridge
Orange County Transportation Council	876157	Bridge	Lake Street Bridge (RT 32)
Orange County Transportation Council	876157	Bridge	Lake Street Bridge (RT 32)
Orange County Transportation Council	876191	Mobil	Liberty Street Streetscape and Sidewalk Improvements
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Orange County Transportation Council	800526	R&P	Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street
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Orange County Transportation Council	875875	Traffic	Traffic signal upgrades
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Project Description	Funding
Lake Drive, over Quassiac Creek Bridge Replacement	STP-OFF
Lake Drive, over Quassiac Creek Bridge Replacement	2016 BAN
Lake Drive, over Quassiac Creek Bridge Replacement	STP-OFF
Lake Drive, over Quassiac Creek Bridge Replacement	2016 BAN
Lake Drive, over Quassiac Creek Bridge Replacement	STP-OFF
Lake Drive, over Quassiac Creek Bridge Replacement	2016 BAN
Walsh Road over Quassiac Creek Bridge Replacement	STP-OFF
Walsh Road over Quassiac Creek Bridge Replacement	2016 BAN
Walsh Road over Quassiac Creek Bridge Replacement	STP-OFF
Walsh Road over Quassiac Creek Bridge Replacement	2016 BAN
Walsh Road over Quassiac Creek Bridge Replacement	STP-OFF
Walsh Road over Quassiac Creek Bridge Replacement	2016 BAN
Lake Street/Route 32 Over Quassiac Creek Bridge Rehabilitation. Project will rehabilitate the existing bridge that carries Lake Street (route 32) over the Quassaic creek located in the City of Newburgh. Bridge NY Project. Funding is 95% Federal using 15% toll Credit with a 5% local match	NHPP
Lake Street/Route 32 Over Quassiac Creek Bridge Rehabilitation. Project will rehabilitate the existing bridge that carries Lake Street (route 32) over the Quassiac creek located in the City of Newburgh. Bridge NY Project. Funding is 95% Federal using 15% toll Credit with a 5% local match	2018 Budget
Liberty street streetscape and sidewalk improvements includes replacement of sidewalk in the historic downtown between Broadway and Ann street with a new complete Broadway and Ann street with a new complete streets oriented streetscape design. This includes pedestrian curb extensions; ADA compliant design. A larger transit waiting area. Green infrastructure bio swales and historically appropriate materials.	TAP LG Urban

Liberty street streetscapes and sidewalk improvements includes replacement of sidewalk in the historic downtown between Broadway and Ann street with a new complete Broadway and Ann street with a new complete streets oriented streetscape design. This includes pedestrian curb extensions; ADA compliant design. A larger transit waiting area. Green infrastructure bio swales and historically appropriate materials.	CDBG 2016
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Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street	STP-LG Urban
Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street	Unfunded
Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street	STP-LG Urban
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Traffic signal upgrades - City of Newburgh: Installation of Traffic-Actuated Signal Controllers and Detection equipment where necessary at signalized intersections	CMAQ
Traffic signal upgrades - City of Newburgh: Installation of Traffic-Actuated Signal Controllers and Detection equipment where necessary at signalized intersections	Unfunded

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Lake Drive, over Quassiac Creek Bridge Replacement	STP-OFF
Lake Drive, over Quassiac Creek Bridge Replacement	2016 BAN
Walsh Road over Quassiac Creek Bridge Replacement	STP-OFF
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Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street	STP-LG Urban
Broadway (Route 17K) Rehabilitation/Reconstruction: Grand Street to Dubois Street	Unfunded
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Obligation Month	Match Year	Phase	Source	Conversion
Sep	2017	PRELDES	County	0.116
Sep	2017	PRELDES	City Match	0.029
Jun	2017	ROWINCD	County	0.016
Jul	2017	ROWINCD	City Match	0.004
Sep	2018	DETLDES	County	0.176
Sep	2018	DETLDES	City Match	0.044
Sep	2017	DETLDES	County	0.18
Sep	2017	DETLDES	City Match	0.045
Sep	2017	PRELDES	County	0.12
Sep	2017	PRELDES	City Match	0.03
Sep	2017	ROWINCD	County	0.024
Sep	2017	ROWINCD	City Match	0.006
Dec	2018	CONINSP	County	0.114
Dec	2018	CONINSP	City Match	0.006
Aug	2017	DETLDES	County	0.029

Aug	2017	DETLDES	City Match	0.012
Feb	2017	PRELDES	County	0.018
Feb	2017	PRELDES	City Match	0.008
Sep	2019	DETLDES	County	0.384
Sep	2019	DETLDES	City Match	0.096
Sep	2019	PRELDES	County	0.256
Jun	2019	PRELDES	City Match	0.064
Jul	2019	ROWINCD	County	0.04
Jul	2019	ROWINCD	City Match	0.01
Aug	2019	DETLDES	County	0.065
Aug	2019	DETLDES	City Match	0.016

Aug	2019	PRELDES	County	0.065
Aug	2019	PRELDES	City Match	0.016
Aug	2019	ROWINCD	County	0.004
Aug	2019	ROWINCD	City Match	0.001
Sep	2019	DETLDES	County	0.08
Sep	2019	DETLDES	City Match	0.02
Sep	2019	PRELDES	County	0.08
Sep	2019	PRELDES	City Match	0.02
Sep	2019	ROWINCD	County	0.016
Sep	2019	ROWINCD	City Match	0.004
Sep	2018	ROWACQU	County	0.104
Sep	2018	ROWACQU	City Match	0.026
Jun	2019	CONINSP	County	0.14
Jul	2019	CONINSP	City Match	0.035
Sep	2019	CONST	County	1.16
Sep	2019	CONST	City Match	0.29
Sep	2018	ROWACQU	County	0.06
Sep	2018	ROWACQU	City Match	0.015

Sep	2020	CONINSP	County	0.144
Sep	2020	CONINSP	City Match	0.036
Sep	2020	CONST	County	1.2
Sep	2020	CONST	City Match	0.3
Dec	2018	CONST	County	0.836
Dec	2018	CONST	City Match	0.044
Aug	2019	CONINSP	County	0.046
Aug	2019	CONINSP	City Match	0.019
Feb	2019	CONST	County	0.37
Feb	2019	CONST	City Match	0.155

Sep	2020	ROWACQU	County	0.08
Sep	2020	ROWACQU	City Match	0.02
Sep	2021	CONINSP	County	0.307
Jun	2021	CONINSP	City Match	0.077
Jul	2021	CONST	County	2.56
Jul	2021	CONST	City Match	0.64
Aug	2020	ROWACQU	County	0.004
Aug	2020	ROWACQU	City Match	0.001
Aug	2021	CONINSP	County	0.083
Sep	2021	CONINSP	City Match	0.021
Jul	2021	CONST	County	1.082
Jul	2021	CONST	City Match	0.27
Sep	2020	CONINSP	County	0.16
Sep	2020	CONINSP	City Match	0.04
Sep	2020	CONST	County	0.926

Sep	2020	CONST	City Match	0.231
Sep	2020	ROWACQU	County	0.08
Sep	2020	ROWACQU	City Match	0.02

	13,796,000.00
Amount	
	116,000
	29,000
	16,000
	4,000
	176,000
	44,000
	180,000
	45,000
	120,000
	30,000
	24,000
	6,000
	114,000
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26,000
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35,000
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20,000
307,000
77,000
2,560,000
640,000
4,000
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83,000
21,000
1,082,000
270,000
160,000
40,000
926,000

231,000

80,000

20,000

Office of the New York State Comptroller

Division of Local Government and School Accountability

LOCAL GOVERNMENT MANAGEMENT GUIDE

Reserve Funds

Thomas P. DiNapoli State Comptroller

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Reserve Funds

Saving for future projects, acquisitions, and other allowable purposes is an important planning consideration for local governments and school districts. Reserve funds provide a mechanism for legally saving money to finance all or part of future infrastructure, equipment, and other requirements. Reserve funds can also provide a degree of financial stability by reducing reliance on indebtedness to finance capital projects and acquisitions. In uncertain economic times, reserve funds can also provide officials with a welcomed budgetary option that can help mitigate the need to cut services or to raise taxes. In good times, money not needed for current purposes can often be set aside in reserves for future use.

In addition to reserve funds, maintaining a reasonable amount of undesignated fund balance within operating funds is another important financial consideration for local governments and school districts. A reasonable level of unreserved, unappropriated fund balance provides a cushion for unforeseen expenditures or revenue shortfalls and helps to ensure that adequate cash flow is available to meet the cost of operations.[1] Combining a reasonable level of undesignated fund balance with specific legally established reserve funds provides resources for both unanticipated events and other identified or planned needs. Although this guide is primarily focused on planning for specific needs through legal reserve funds, our companion guides *Financial Condition Analysis* and *Understanding the Budgeting Process* contain additional information on maintaining and utilizing unreserved fund balances.

This guide describes the types of reserve funds that local governments and school districts can establish and maintain. In general, reserve funds have specific intended purposes and requirements as set forth in law. This guide contains a summary of the many different types of reserve funds authorized by New York State statutes. The descriptions included in this guide provide information on:

- General provisions for each type of reserve fund
- Purposes for which each reserve fund may be used
- Special provisions, if applicable, that pertain to certain reserve funds, such as:
  - Maximum total reserve balance permitted
  - Maximum annual contribution in any fiscal year
  - Referendum requirements for establishing or expending from reserve funds
- Permitted uses of any unobligated or excess reserve funds.

Because of the complexity of some of the legal requirements relating to the establishment, funding, expenditure, and dissolution of reserve funds, we encourage local officials to consult with their municipal attorney and to exercise professional judgment in determining how best to include reserve funds in the overall financial management policies of their government or school district.

[1] Towns, villages, and counties are permitted by law to retain a "reasonable amount" of any remaining estimated unappropriated, unreserved fund balance for each fund, consistent with prudent budgeting practices, necessary to ensure the orderly operation of their government. School districts, however, are limited to retaining 4 percent of the current school budget in unreserved, unappropriated fund balance.

Planning today and saving incrementally for expected future events can help mitigate the financial impact of major, nonrecurring or unforeseen expenditures on your annual operating budget.

Intended Use of Reserves

Reserve funds, like other savings plans, are mechanisms for accumulating cash for future capital outlays and other allowable purposes. The practice of planning ahead and systematically saving for capital acquisitions and other contingencies is considered prudent management. Saving for future capital needs can reduce or eliminate interest and other costs associated with debt issuances. Similarly, certain reserve funds can be utilized to help protect the budget against known risks (a potential lawsuit) or unknown risks (a major ice storm).

Most reserve funds are established to provide resources for an intended future use. An important concept to remember is that a reserve fund should be established with a clear intent or plan in mind regarding the future purpose, use and, when appropriate, replenishment of funds from the reserve. Reserve funds should not be merely a "parking lot" for excess cash or fund balance. Local governments and school districts should balance the desirability of accumulating reserves for future needs with the obligation to make sure taxpayers are not overburdened by these practices. There should be a clear purpose or intent for reserve funds that aligns with statutory authorizations.

Each statute that authorizes a reserve fund sets forth a particular underlying purpose for the fund. For example, provisions of the General Municipal Law (the GML) and the Education Law allow municipalities and school districts, respectively, to establish capital reserves for future equipment purchases and capital improvements. The GML also authorizes the establishment of an employee benefit accrued liability reserve for the payment of the monetary value of accumulated, unused leave time to employees upon separation from service.

Planning today and saving incrementally for expected future events can help mitigate the financial impact of major, nonrecurring or unforeseen expenditures on your annual operating budget. Establishing and funding allowable reserve funds for a clear purpose can help smooth out spikes in the annual budget and in the real property tax levy.

Board Direction and Oversight

Reserve funds can be excellent financial planning tools when combined with a realistic analysis of future financial needs and obligations. All too often, however, reserve funds are established and substantial cash is accumulated without due diligence in monitoring the reasonableness of reserve fund balances. To help ensure that reserve funds are being properly established for an authorized and needed purpose, and the balances in existing reserve funds are not accumulated excessively or unnecessarily, governing boards should answer the following questions:

- Has legal counsel provided guidance on the authority to establish new reserve funds? Has the financial need or purpose served by the reserve been identified? Does the reserve fit within or complement the long-range financial or capital plans of our locality?
- Has a written reserve fund plan or policy been developed? What events and obligations is the board planning for? Is cash being accumulated for the purchase of a major piece of equipment or to help finance other major capital outlays? Is cash being sequestered to help mitigate the impact of other large, nonrecurring expenditures? Are there risks that need to be protected against? Does the board's policy address replenishing depleted reserve balances, as appropriate?
- Is the board provided with periodic financial reports on reserve fund activity? Are reserve balances at an appropriate level?
- Has the board reviewed all reserve funds currently established and determined if the balances are necessary and reasonable? Is there a limit on the dollar amount to be accumulated? Is the reserve serving the purpose for which it was established? Are the best interests of the taxpayers being met?

Any governing board that is planning to establish and finance reserve funds on a regular basis should develop a written policy that communicates to taxpayers why the money is being set aside, the board's financial objectives for the reserves, optimal funding levels, and conditions under which the assets will be utilized. Boards should also periodically assess the reasonableness of the amounts accumulated in their reserves. When conditions warrant (subject to legal requirements), the board should reduce reserve funds to reasonable levels or liquidate and discontinue a reserve fund that is no longer needed or whose purpose has been achieved.

Reserve funds can be excellent financial planning tools when combined with a realistic analysis of future financial needs and obligations.

Reserve funds are typically funded from amounts raised through the annual budget process, transfers from unexpended balances of existing appropriations, and surplus moneys.

Visibility of Reserve Fund Transactions

All reserve fund transactions should be transparent to the public. Reserve funds are typically funded from amounts raised through the annual budget process, transfers from unexpended balances of existing appropriations, and surplus moneys. Ideally, amounts to be placed in reserve funds should be included in the annual budget. By making provisions to raise resources for reserve funds explicit in the proposed budget, the board gives voters and residents an opportunity to know the board's plan for funding its reserves. When appropriations for transfers to reserve funds are not anticipated in the annual budget, a governing board resolution is generally necessary to authorize the transfer of unexpended balances or surplus money into a reserve fund. The resolution should include specifics about the amount to be transferred and the reserve fund to be credited. These resolutions help promote visibility of the board's actions to taxpayers.

The expenditure of reserve fund money is generally guided by the specific statute authorizing the reserve fund. Due care should be taken to adhere to all statutory requirements, as well as to make appropriate disclosure of such transactions in the budget, accounting records, and financial reports.[2]

Investment of Reserve Funds

Generally, reserve funds must be invested under provisions of the General Municipal Law.[3] Interest earned and capital gains realized on investments accrue to, and become part of, each reserve fund. In short, interest and gains on reserve fund balances "follow the principal." If reserve fund cash is commingled with other moneys for investment purposes, each reserve fund must receive its prorated share of any interest or capital gains earned on the total investment. Reserve fund moneys are not required to be kept in separate bank accounts, but the law generally requires that separate accounting records be kept for each reserve fund.

[2] Note that most reserve fund statutes expressly declare that the members of the governing board are trustees of the reserve fund and are subject to all of the duties and responsibilities imposed by law on trustees. Most reserve fund statutes also provide a misdemeanor sanction for governing board members if they authorize a withdrawal from the fund for any purpose other than that authorized under the statute or expend any money withdrawn from the fund for an unauthorized purpose.

[3] General Municipal Law, Section 11

Reserve Fund Accounting Records and Reports

The accounting records for each reserve fund generally must show:

- The date and amount of each sum paid into the fund
- Interest earned by the fund
- Capital gains or losses resulting from the sale of investments of the fund
- The amount and date of each withdrawal from the fund
- The total assets of the fund, showing cash balance and a schedule of investments.

This information may be used for the detailed report of the operation and condition of the fund that must be submitted to the governing board each year.

The Office of the State Comptroller will assist you with any questions you have regarding the information contained in this guide or any special circumstances with which you may need assistance. The addresses and telephone numbers for each of our regional offices, and our legal staff, are located at the end of this publication. Please contact the regional office for your locality or, for legal issues, our legal staff with any questions you may have.

The Office of the State Comptroller will assist you with any questions you have regarding the information contained in this guide or any special circumstances with which you may need assistance.

RESERVES AUTHORIZED BY THE GENERAL MUNICIPAL LAW (GML)

Capital Reserve Fund (GML Sections 6-c, 6-g)

Purpose: To finance all or part of the cost of construction, reconstruction, or acquisition of:

- A "specific" or "type" capital improvement
- The acquisition of a "specific" or a "type" item(s) of equipment.

The term "capital improvement" means: any physical improvement and any related preliminary studies and surveys; lands or rights in land; any furnishings, equipment, machinery, or apparatus for any physical improvement acquired at the time when such improvement is constructed, reconstructed, or acquired.

The term "equipment" includes any equipment, machinery, or apparatus not included in the definition of capital improvement and for which a period of probable usefulness has been provided by law.[4]

Some examples of specific and type capital reserves are as follows:

	Capital Improvements	Equipment
Specific	City Hall Town Garage County Jail Firehouse Sewage Disposal Plant Off-Street Parking Lot	Pumper Truck Sanitation Truck Bulldozer Snowplow Ambulance
Type	Land Buildings Building Alterations	Snow Removal Equipment Street Cleaning Equipment Highway Equipment Fire Apparatus

Who May Create: Counties, cities, villages, towns, fire districts, and town or county sewer and water improvement districts may create both specific and type capital reserves.[5]

One exception is that capital reserve funds may not be established for capital improvements constructed, reconstructed, or acquired or equipment acquired as follows:

- On behalf of an improvement district or other similar district (other than a sewer and/or water district) located within a municipality
- Where all or part of the costs are borne by assessments for benefit or ad valorem taxes upon real property within the area of benefited in a municipality (other than a sewer and/or water district).[6]

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[4] For periods of probable usefulness, see Local Finance Law, Section 11.00.

[5] School districts may create capital reserves as authorized by Education Law, Section 3651[1]. See page 23 of this publication for additional information on school district capital reserves.

[6] However, if a capital reserve fund is established for a specific improvement and it is later determined that part of the cost of the capital improvement is to be borne by assessments or ad valorem taxes on real property within the area benefited, then moneys in the fund may be used to pay all or part of the share of the costs to be borne by the municipality at large.

How to Create and Use:

Specific Capital Reserves

A governing board's authorization (resolution) establishing a specific improvement or equipment capital reserve must state the estimated maximum cost of the item(s) of equipment or improvement. A sample resolution for establishing a specific capital reserve is included in Appendix C.

The action of a governing board establishing a specific capital reserve is subject to permissive referendum if an authorization to issue indebtedness for the same improvement or equipment is subject to either a permissive or mandatory referendum, except for fire districts. For fire districts, action of the board of fire commissioners establishing any capital reserve fund may not take effect until approved by a vote of qualified electors of the fire district (i.e., a mandatory referendum), effective January 1, 2007.

There are no referendum requirements for expenditures made from a specific capital reserve fund. However, expenditures from specific capital reserve funds can only be made upon authorization of the governing board.

Type Capital Reserves

The governing board should authorize (by resolution) the establishment of a type improvement or equipment reserve but, there is no requirement to state an estimated maximum cost of the equipment or improvement in the resolution. A sample resolution for establishing a type capital reserve is included in Appendix D.

A referendum is not required when establishing a type capital reserve fund, except in fire districts. For fire districts, action (resolution) of the board of fire commissioners establishing *any* capital reserve fund may not take effect until approved by vote of qualified electors of the fire district (i.e., a mandatory referendum), effective January 1, 2007.

For certain municipalities, expenditures made from a type capital reserve are subject to permissive referendum. If an authorization to issue indebtedness for the purchase of such improvement or equipment is subject to either permissive or mandatory referendum, then the expenditure of type capital reserve funds for the same purpose is generally subject to permissive referendum.

Permissive and Mandatory Referendum Requirements

There are two types of referendums that apply to the establishment of or the expenditure of capital reserve funds. In this guide, the terms permissive and mandatory referendums are defined as follows:

- Generally, an action subject to *permissive referendum* requires the municipality to publish and post a legal notice informing taxpayers of the board's planned action, for example, the establishment of a specific capital reserve. The legal notice also informs eligible voters of their right to file a petition to require the matter to be subjected to voter approval.
- For a *mandatory referendum*, no petition is filed and in all cases eligible voters of the municipality must approve the proposed action or question before the action can take place.

Permissive and mandatory referendum requirements for capital reserves are associated with the referendum requirements for bond issues. Referendum requirements vary depending on the type of municipality involved.

The following chart summarizes the referendum requirements for the establishment and expenditure of specific and type capital reserve funds.

Type of Locality	Referendum Requirements for Bond Issues	Referendum Requirements for Capital Reserves	
		Specific Reserves	Type Reserves
Fire Districts	Bond resolutions must be approved at a regular or special election of district voters.	*Establishment* is subject to a mandatory referendum. *Expenditures* can only be made following the adoption of a resolution by the board of fire commissioners. These resolutions are not subject to referendum.	*Establishment* is subject to a mandatory referendum. *Expenditures* can only be made following the adoption of a resolution, subject to permissive referendum.
Villages	Bond resolutions are subject to permissive referendum unless the proposed maturity of the bonds is five years or less, or unless the bonds are issued to finance judgments and claims, sewers and capital improvements financed by benefit assessments, certain street and highway improvements, and incinerators and refuse disposal facilities. Bond resolutions may also be submitted to referendum by motion of the board.	With certain exceptions, generally a permissive referendum is required upon *establishment*, unless the period of probable usefulness of the specific capital improvement or equipment is less than five years.[7] No referendum requirements for *expenditures*.	No referendum requirements for *establishment*. With certain exceptions, generally a permissive referendum is required prior to expenditure, unless the period of probable usefulness of the type capital improvement or equipment is less than five years.

[7] See Local Finance Law Section 36.00(a) (1), which provides that bond resolutions in villages are not subject to referendum when bonds have a proposed maturity of not more than five years.

Type of Locality	Referendum Requirements for Bond Issues	Referendum Requirements for Capital Reserves	
		Specific Reserves	Type Reserves
Town	With certain exceptions, generally same as villages.	Same requirements as villages.[8]	Same requirements as villages.
City	Referendums are not required unless specified in the city charter or required by local law.	Generally not required.	Generally not required.
County	Bond resolutions are not subject to any referendum requirements, except for bond resolutions for appraisals for equalization purposes, which are subject to permissive referendum.[9]	Generally not required.	Generally not required.

Source of Funds: Capital reserve funds may generally be funded with:

- Budgetary appropriations[10]
- Revenues not required by law to be paid into any other fund or account (e.g., transfers from unexpended balances of existing appropriations and surplus moneys).

Highway fund moneys (in towns) may be used for the establishment of a capital reserve, so long as the moneys are expended for the purpose for which they were levied or received, and provided the town highway superintendent and town board consent and the county highway superintendent approves. Such moneys may be expended from the capital reserve only on order of the town highway superintendent, upon audit, and with the consent of the town board.

Special Provisions: If a town is located wholly or partly in the Adirondack Park (see Appendix B) and has State lands subject to taxation assessed (at more than 30 percent of total taxable assessed valuation of the town), the State Comptroller must consent to the establishment of, and expenditures or transfers from, a capital reserve fund in the town, or in a fire district located wholly or partly within such a town.

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8 See Local Finance Law Section 35.00 (b) (1), which provides that bond resolutions in towns are not subject to referendum when bonds have a proposed maturity of not more than five years.

9 Certain bond resolutions in excess of $10,000,000 are subject to mandatory referendum in Westchester County (Local Finance Law Section 33.10).

10 In the case of a fire district, the board of fire commissioners may not add or increase an appropriation to a capital reserve fund after the public hearing of the fire district budget (Town Law Section 181[3][b]).

Use of Unexpended Balances: Generally, unexpended balances in a capital reserve fund may be transferred to another capital reserve having the same tax base.

a) *Capital Reserve Balances Remaining After Completion or Acquisition* If there is an unexpended (residual) balance remaining in a specific or type capital reserve after the capital improvement or item of equipment has been completed or acquired, the governing board may appropriate all or any part of such remaining balance *to another capital reserve fund without referendum*. An amount sufficient to satisfy all outstanding claims arising from the construction, reconstruction, or acquisition of the improvement or the acquisition of the equipment should remain designated for such claims until they are satisfied.

Additionally, in a municipality, all or part of the unexpended balance of a capital reserve established for a *specific improvement or item of equipment* that has been completed or acquired (less amounts required to satisfy all outstanding claims related to such improvement or equipment) may be appropriated for:

- An object or purpose for which bonds may be issued
- The payment of interest on and principal of indebtedness (except indebtedness for assessable improvements and certain indebtedness excludable from constitutional debt limits) (Section 6-c [9-a]).

b) *Capital Reserve Balances Never Utilized* Where a specific capital reserve has been established, and the improvement or item of equipment *has not been acquired or completed*, any transfer is subject to *permissive referendum* if the authorization for the creation of the reserve was subject to permissive referendum.[11] While subject to a public hearing with 15 days notice, unexpended balances may also be transferred to a Retirement Contribution Reserve Fund.[12]

[11] GML Section 6-g(8)(b) contains the provisions relating to transfers of the unexpended balances of fire district capital reserve funds that are established for specific improvements that have not been completed or acquired, or specific item(s) of equipment that have not been acquired. It provides that such transfers are subject to permissive referendum requirements if the establishment of the fund was subject to permissive referendum. As noted, however, effective January 1, 2007, the establishment of all capital reserve funds in a fire district are subject to mandatory referendum. Legal counsel should be consulted regarding the application these two statutes to unexpended specific capital reserve balances.

[12] See GML Section 6-r (2) (d).

Repair Reserve Fund (GML Section 6-d)

Purpose: To pay for certain repairs to capital improvements or equipment. The type of repairs must not recur annually or at shorter intervals.

Who May Create: Municipal corporations (towns, villages, cities, counties), district corporations (e.g., fire districts), school districts, and town or county improvement districts.

How to Create and Use: There are no referendum requirements for the establishment of a repair reserve fund or for expenditures from the fund.[13] A resolution appropriating moneys from a repair reserve fund is subject to a public hearing and at least five days must elapse between the publication of the notice of hearing and the date specified for the hearing. In an emergency, moneys in a repair reserve fund may be expended without giving notice and without holding a public hearing. To make such an emergency expenditure, the governing board must pass a resolution approved by at least a two-thirds vote. In addition, at least one-half of the expenditure must be repaid in the next fiscal year and the balance repaid by the end of the fiscal year after that.

Source of Funds: Budgetary appropriations, revenues that are not required by law to be paid into any other fund or account (e.g., transfers from unexpended balances of existing appropriations, surplus moneys).

Special Provisions: If a town is located wholly or partly in the Adirondack Park (see Appendix B) and has State lands subject to taxation assessed at more than 30 percent of the total taxable assessed valuation in a town, the State Comptroller's Office must consent to the establishment of, and appropriations from, a repair reserve fund in the town or in any district corporation or improvement district situated wholly or partially in such a town.

Use of Unexpended Balances: All or any part of a repair reserve fund may generally be transferred to a capital reserve fund or, in school districts, to a reserve fund established pursuant to Section 3651 of the Education Law, or to a contingency and tax stabilization reserve fund. Subject to a public hearing with 15 days notice, unexpended balances may also be transferred to a Retirement Contribution Reserve Fund, established pursuant to GML Section 6-r.

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[13] Note, however, that in the case of school districts, an appropriation to a repair reserve fund is not an "ordinary contingent expenses" and, therefore, voter approval is required to fund a repair reserve fund (New York State Education Department, Ed Management Services, *Budgeting Handbook*, School Business Management, Handbook No. 3, Revised and Reprinted February 1998, VII, "Reserves", 1981 Op St Comp No. 81-401, at 442).

Contingency and Tax Stabilization Reserve Fund (GML Section 6-e)

Purpose: To finance certain unanticipated revenue losses or unanticipated expenditures chargeable to the "eligible portion of the annual budget," and to lessen or prevent projected increases in excess of 2½ percent of the amount of the real property tax levy needed to finance the eligible portion of the annual budget.

The law defines "unanticipated expenditure" as "an expenditure for a specific purpose for which there is no or insufficient appropriation or which will cause an appropriation to be insufficient that is necessitated by a change in federal or state laws, rules, or regulations, a court order, judgment or decree, a public emergency, or an industry-wide price, rate or premium increase, which takes effect or occurs after final adoption of the annual budget and which could not have been reasonably anticipated prior to final adoption of the annual budget."

An "unanticipated revenue loss" means "estimated revenue which is rendered not receivable because of a change in federal or state laws, rules or regulations, a court order, judgment or decree, or other circumstance, which takes effect or occurs after final adoption of the annual budget and which could not have been reasonably anticipated prior to final adoption of the annual budget."

The "eligible portion of the annual budget" means, in the case of a contingency and tax stabilization reserve fund established for: (1) a county, city, village, or fire district, the general fund portion of the annual budget; (2) a town, the town-wide general fund and highway fund portions of the annual budget; and (3) the part of a town outside any villages, the general and highway fund portions of the annual budget for such part of the town.

Who May Create: Counties, cities, villages, and fire districts and towns (for town-wide and part-town general funds and highway funds).

How to Create and Use: Created by resolution of the governing board subject to permissive referendum. Generally, may be used only upon recommendation of the chief executive officer and resolution adopted by at least two-thirds of vote of the governing board.

Source of Funds: Budgetary appropriations, unappropriated unreserved fund balance, and such revenues not required by law to be paid into any other fund or account. No amount may be appropriated for payment into a contingency and tax stabilization reserve fund that would cause the balance of the fund to exceed 10 percent of the eligible portion of the annual budget for the fiscal year for which the appropriation would be made.

Special Limitation on Maximum Amount in Fund: When preparing a tentative budget, if the current balance of the contingency and tax stabilization fund exceeds 10 percent of the eligible portion of the annual budget for the current fiscal year, any excess must be used to reduce the amount of real property taxes needed to finance the eligible portion of the annual budget for the next fiscal year.

There are three additional limitations on the use of moneys in the fund:

- The maximum that may be used to finance an unanticipated revenue loss shall equal either the amount of revenue actually received for the base year[14] or the amount of the estimated revenue for the current fiscal year, whichever is less, minus the amount of the revenue actually received for the current year. In addition, moneys in the fund may be used only to finance that portion of an unanticipated revenue loss which, as a matter of law, cannot be financed from moneys available in any other account or fund.
- The maximum that may be used to finance an unanticipated expenditure shall equal the sum of the amount of the unanticipated expenditure and the amount appropriated for that purpose for the current fiscal year minus either the amount appropriated for that purpose for the current fiscal year or the actual expenditure for the same purpose in the base year, whichever is greater. In addition, moneys in the fund may be used only to finance that portion of an unanticipated expenditure that, as a matter of law, cannot be financed from moneys available in any other account or fund.
- The maximum that may be used to lessen or prevent a projected increase in excess of 2½ percent of real property tax levy needed to finance the eligible portion of the annual budget shall equal the difference between the projected amount of the real property tax levy and 102½ percent of the amount of the real property tax levy needed to finance the eligible portion of the annual budget for the current fiscal year.

Use of Unexpended Balances: Subject to a public hearing on 15 days notice, unexpended balances may also be transferred to a Retirement Contribution Reserve Fund.

[14] Base year for this purpose means the most recent fiscal year for which an annual report has been filed with the State Comptroller pursuant to General Municipal Law Section 30.

Snow and Ice Removal and Road Repair Reserve (GML Section 6-f)

Purpose:	To pay for the cost of removal of snow and ice from public thoroughfares and public places of a municipal corporation, and the cost of repairing and maintaining roadways to the extent that such damage was caused by the removal of snow and ice, provided that such snow and ice removal or repairs and maintenance are of a type not likely to recur annually or at shorter intervals.
Who May Create:	Municipal corporations (counties, cities, villages and towns).
How to Create and Use:	A referendum is not required to establish this reserve. However, except with respect to emergencies as indicated below, a resolution appropriating moneys from this reserve fund is subject to a public hearing after prior public notice has been published. At least five days must elapse between the publication of the notice and the date specified for the hearing. In an emergency, moneys in this reserve may be expended without a public hearing, by resolution approved by at least a two-thirds vote of the governing board. At least one-half of the moneys expended must be repaid in the next fiscal year and the balance repaid by the end of the fiscal year after that.
Sources of Funds:	Budgetary appropriation, revenues that are not required by law to be paid into any other fund or account (e.g., transfers from unexpended balances of existing appropriations, surplus moneys).
Special Provisions:	If a town is located wholly or partly within the Adirondack Park (see Appendix B) and has State lands subject to taxation assessed at more than 30 percent of the total taxable assessed valuation of the town, the establishment of, and appropriations from, the snow and ice removal and road repair reserve fund in the town is subject to the consent of the State Comptroller.
Use of Unexpended Balances:	In general, all or any part of a reserve fund for snow and ice removal and road repair may be transferred to a capital reserve fund, a repair reserve fund, or a tax stabilization reserve fund. In addition, subject to a public hearing on 15 days notice, unexpended balances may also be transferred to a Retirement Contribution Reserve Fund.

Reserve Fund for Payment of Bonded Indebtedness (GML Section 6-h)

Purpose: To pay or purchase one or more issues of certain bonds of a town, village, city, county, or fire district; however, such a bonded indebtedness reserve fund may not be established for, or used to pay, obligations payable in the first instance from assessments or from taxes levied on an area smaller than the entire town, village, city, county, or fire district.

Expenditures may be made only for the payment of the principal and interest on bonds issued by such municipality or fire district and forming a part of an issue having a maximum maturity of not less than five years or for the purchase of bonds issued by such municipality or fire district and forming a part of an issue having a maximum maturity of not less than five years, subject to certain additional restrictions as to purchase price and terms. If the current budget provides for payment of principal and interest on bonds or the purchase of them from sources other than a reserve fund, moneys of the bonded indebtedness reserve fund may not be used to pay debt service or purchase the bonds during the current fiscal year.

Who May Create: Municipal corporations (counties, towns, cities, villages) and fire districts.

How to Create and Use: Created by resolution of the governing board. Appropriation pursuant to resolution of the governing board to expend money on permitted uses. No referendum is required to establish or expend moneys from the bonded indebtedness reserve fund.

Sources of Funds: Budgetary appropriations, revenues not otherwise appropriated or required by law to be paid into any other fund or account (e.g., transfers from unexpended balances of existing appropriations, surplus moneys).

Special Provisions: In any town located wholly or partly within the Adirondack Park (see Appendix B) that has State lands subject to taxation assessed at more than 30 percent of the total taxable assessed valuation of the town, a bonded indebtedness reserve fund may not be established unless the State Comptroller consents, and no expenditure or transfer may be made unless the State Comptroller consents.

Use of Unexpended Funds: The governing board of a municipal corporation may, subject to a permissive referendum, authorize the transfer of all or a portion of a bonded indebtedness reserve fund to a capital reserve fund. In a fire district, subject to voter approval at a regular or special election, the board of fire commissioners may authorize a transfer of all or a portion of the fund to a capital reserve fund.

Airport Amortization Fund (GML Section 6-i)

Purpose:	To pay the cost of interest on and retirement of any outstanding indebtedness incurred for the acquisition and construction of an airport by a municipal corporation (county, city, town, village).
Who Creates:	Municipal corporations that acquire or construct an airport after April 5, 1944, are required to establish such a reserve fund.
Sources of Funds:	All revenues derived from such airport operations , except parking fees, sightseeing fees and rentals derived from leases of airport real property not used exclusively for air transportation operations, must be paid into the fund.
Use of Unneeded Balances:	Any balance remaining beyond the amount required for the above purpose shall be paid into the general fund to be used for general municipal purposes.

Airport Development Fund (GML Section 6-i)

Purpose:	To pay the cost of acquisition, construction, or physical development of an airport acquired, constructed, or maintained by a municipal corporation (county, city, town, village).
Who Creates:	Municipal corporations that acquire, construct, or maintain an airport and receive certain payments prior to construction or commencement of operation are required to establish such a reserve fund.
Sources of Funds:	All payments for leases, permits, or other airport privileges received prior to the construction or the commencement of airport operations must be paid into the fund.
Use of Unexpended Balances:	Must be used solely for the above-mentioned purposes.

Workers' Compensation Reserve Fund (GML Section 6-j)

Purpose: To pay compensation and benefits, medical, hospital, or other expenses authorized by Article 2 of the Workers' Compensation Law and by the Volunteer Firefighters' Benefit Law and to pay the expenses of administering a self-insurance program.

Who May Create: Municipal corporations (counties, cities, towns, villages), school districts, or fire districts that are self-insurers under Section 50[4] of the Workers' Compensation Law or Section 30 of the Volunteer Firefighters' Benefit Law.

How to Create and Use: Created by resolution of the governing board. A referendum is not required either to create or expend moneys from the reserve.

Sources of Funds: Budgetary appropriations and other sums as may be legally appropriated (e.g., surplus moneys).

Use of Unexpended Balances: If at the end of any fiscal year, moneys in the fund exceed the amounts required to be paid for compensation, benefits and expenses, plus any additional amount required to pay all pending claims, the governing board, within 60 days of the close of such fiscal year, may elect to transfer all or part of the excess amount to certain other reserve funds, or may apply all or part of the excess to the budget appropriation of the next succeeding fiscal year. If the local government ceases to be a self-insurer, moneys remaining in the fund may be transferred to certain other reserve funds, but only to the extent moneys in the fund exceed an amount sufficient to pay all authorized expenditures, both accrued and contingent.

Electric Utility Depreciation Reserve Fund (GML Section 6-k)

Purpose: To be used for the improvement, extension, or replacement of an electric public utility service or the payment of indebtedness related to the construction, improvement, extension, or replacement of such service, with certain exceptions.

Who May Create: Municipal corporations (counties, cities, towns, villages) operating an electric public utility service are required to establish such a reserve fund.

How to Create and Use: Created by resolution of the governing board and used only as stated above.

Sources of Funds: Funded solely by appropriations from revenues of the electric utility service. The governing board generally must require that, out of the revenues of the electric utility service, there will be deposited in the reserve fund, annually, quarterly, or monthly in its discretion, the amounts entered in the depreciation reserve account of the utility service as the depreciation accruals for such period. A depreciation reserve account is an account in which the original cost of the service is distributed to expenses in substantially equal annual, quarterly, or monthly amounts during the expected service life of the component parts of the service, by direction of the Public Service Commission.

Use of Unexpended Balances: Must be used solely for the established purpose.

Mandatory Reserve Fund (GML Section 6-l)

Purpose: To generally restrict the use of (1) the proceeds of the cash sale of a capital improvement and (2) State and federal aid received for a capital improvement, generally to the retirement of outstanding obligations issued to finance such improvement.

Who Creates: Required generally for municipal corporations (counties, cities, towns, villages), town and county improvement districts, fire districts and school districts, upon the cash sale of a capital improvement, financed by obligations that remain outstanding at the time of the sale.[15] Also required when municipal corporations (counties, cities, towns, villages), town and county improvement districts, fire districts and school districts have outstanding indebtedness incurred to finance a capital improvement and federal or State aid is received for this improvement, to the extent the aid is not applied directly to the payment of a part of the cost of the improvement or to retire indebtedness issued in anticipation of such aid (i.e., revenue anticipation notes).

How to Create and Use: Creation is mandatory as outlined above. A referendum is not required either to authorize or expend moneys from the fund. Moneys in the fund may be used only to retire the obligations issued to finance the capital improvement sold or for which federal or State aid is received or other obligations of at least equal weighted average life.

Sources of Funds: Proceeds from the cash sale of a capital improvement that was financed by obligations that remain outstanding at the time of the sale; State and federal aid received for a capital improvement financed by obligations that are outstanding at the time the aid is received.

Use of Unexpended Balances: If the aggregate amount exceeds the principal of the outstanding indebtedness due, or to become due, any excess may be used for any lawful municipal or district purpose. Also, if there are any remaining unexpended moneys in the fund when all of the outstanding obligations have been retired, the excess may be used for any lawful municipal or district purpose.

[15] The requirement to establish a mandatory reserve does not apply when any other law requires the proceeds of the sale of a capital improvement to be deposited in a reserve fund established for the purpose of retiring outstanding obligations (see, e.g., County Law Section 275, General City Law Section 20[7-a], Village Law Section 11-1128, relating to the sale of water systems; see also Town Law Section 198[12]) . In addition, the fund need not be established if, subject to a statutory cap, the proceeds of the cash sale are used or set aside to be used (i) to pay or provide for the construction, reconstruction, acquisition or installation of certain capital improvements or equipment (a report must be filed by the State Comptroller) or (ii) for the payment of principal of, or redemption premiums in connection with, any outstanding obligations issued to finance such capital improvements or equipment, in an amount not less than the lesser of the proceeds or the principal amount of the indebtedness outstanding on the capital improvement sold.

Unemployment Insurance Payment Reserve Fund (GML Section 6-m)

Purpose:	To reimburse the State Unemployment Insurance Fund for payments made to claimants where the municipality has elected to use the "benefit reimbursement" method.
Who May Create:	Municipal corporations (counties, cities, towns, villages), school and fire districts, and boards of cooperative educational services (BOCES) that have elected to become liable for payments in lieu of contributions under Article 18 of the Labor Law.
How to Create and Use:	Created by resolution of the governing board. A referendum is not required either to create or expend the reserve. Expenditures may be made only as required by law to pay into the Unemployment Insurance Fund an amount equivalent to the amount of benefits paid to claimants and charged to the account of the municipal corporation, district or BOCES in accordance with Labor Law Section 581(1)(e).
Source of Funds:	Budgetary appropriations, amounts from certain other reserve funds, subject to permissive referendum; other funds that may be legally appropriated.
Use of Unexpended Balances:	If at the end of any fiscal year, the moneys in the fund exceed amounts required to be paid into the Unemployment Insurance Fund as described above, plus any additional amounts required to pay all pending claims, the governing board, within 60 days of the close of the fiscal year, may elect to transfer all or part of the excess amounts to certain other reserve funds, or apply all or part of the excess to the budget appropriation of the next succeeding fiscal year. If the local government terminates its election to become liable for payments in lieu of contributions (i.e., elects to convert to "tax contribution" basis), moneys remaining in the fund may be transferred to certain other reserve funds, to the extent moneys in the fund exceed amounts sufficient to pay all pending claims.

Insurance Reserve Fund (GML Section 6-n)

Purpose: To fund certain uninsured losses, claims, actions, or judgments for which the local government is authorized or required to purchase or maintain insurance, with a number of exceptions. An insurance reserve fund may also be used to pay for expert or professional services in connection with the investigation, adjustment, or settlement of claims, actions, or judgments.

An insurance reserve may not be used to pay for uninsured losses, claims, actions, or judgments for which the following types of insurance are authorized:

- Life insurance
- Annuities
- Accident and health insurance
- Workers' compensation and employers' liability insurance (including volunteer firefighters' benefit insurance and volunteer ambulance workers' benefit insurance; but see above discussion of Workers' Compensation Reserve Fund)
- Fidelity and surety insurance
- Credit insurance
- Title insurance
- Residual value insurance
- Mortgage guarantee insurance.

In addition, an insurance reserve may not be used for payments in lieu of unemployment insurance contributions under Article 18 of the Labor Law (but see above discussion of Unemployment Insurance Payment Reserve Fund).

Also, a municipality may not pay from an insurance reserve for any loss, claim, action, or judgment for which it has established a reserve fund under any other provision of law. However, if a local government has previously established a reserve fund under another provision of law for a type of risk for which expenditures may be made under Section 6-n, it may discontinue the other reserve and transfer any unexpended balance to a Section 6-n reserve, subject to certain limitations.

Who May Create:	Municipal corporations (counties, cities, towns, villages), fire districts and other district corporations, special improvement districts governed by a separate board of commissioners, boards of cooperative educational services, and school districts (except a school district in a city of 125,000 or more).
How to Create and Use:	Created by resolution of the governing board. A referendum is not required either to create or expend moneys from the reserve.
Sources of Funds:	Budgetary appropriations, amounts from any other fund authorized by the General Municipal Law subject to permissive referendum, such other funds as may be legally appropriated.
Special Provisions:	The amount paid into this reserve fund during any fiscal year may not exceed the greater of $33,000 or 5 percent of the total budget of the fiscal year. There is no limit on the cash balance. Moneys in the fund may be used to fund the payment of actions or claims that have been compromised or settled with judicial approval, except where the amount of the settlement or compromise does not exceed $25,000. In maintaining accounting records for this fund, the chief fiscal officers must keep a separate account for each kind of risk funded in the Insurance Reserve Fund.
Use of Unexpended Balances:	If it is determined that the fund is no longer needed, the moneys remaining in the fund may be transferred to another reserve fund authorized by the General Municipal Law (supported by the same tax base) or, in the case of a school district, a reserve fund established under Education Law Section 3651 (see discussion below), but only to the extent that the moneys in the fund exceed a sum sufficient to pay all liabilities incurred or accrued against the funds, as certified to the governing board by the fiscal and legal officers of the local government prior to the discontinuance of the fund.

Solid Waste Management Facility Reserve (GML Section 6-o)

Purpose:	To pay for the design, construction, and operation of solid waste management facilities owned or operated by a municipality, and for closure, or post-closure care, including operation and maintenance expenses of solid waste management facilities owned or operated by or on behalf of such municipality.
Who May Create:	A municipal corporation (county, town, village, city) or its designated agency, a solid waste management district, and a public authority or public benefit corporation having power to construct, operate, and maintain a solid waste management facility.
How to Create and Use:	Created by resolution of the governing board. A referendum is not required either to create or expend moneys from the reserve.
Sources of Funds:	Amounts as the governing board may, from time to time, deem appropriate, including but not limited to a percentage of fees received by the municipality from operation of the solid waste management facilities.
Use of Unexpended Balances:	The governing board may authorize the transfer of any unexpended balance from the solid waste management facility reserve fund to the credit of a capital reserve fund, if the unexpended balance remaining in the fund "established for a specific capital improvement" has been completed, after deducting from such unexpended balance a sum sufficient to satisfy all outstanding claims arising from the construction, reconstruction, or acquisition of such capital improvement.

Employee Benefit Accrued Liability Reserve Fund (GML Section 6-p)

Purpose: To pay for any accrued "employee benefit" due an employee on termination of the employee's service.[16]

Expenditures may be made from an employee benefit accrued liability reserve fund for the payment of all or part of the cost, including interest, of:

(a) The cash payment of the monetary value of accumulated or accrued and unused sick leave, holiday leave, vacation leave, time allowance granted in lieu of overtime compensation and other forms of payment for accrued leave time and benefits due to a municipal employee upon termination of municipal employment and separation from service "as required by ordinance, local law, collective bargaining agreement or Section six of the civil service law"

(b) The reasonable costs of the administration of the reserve fund

(c) Expert or professional services rendered in connection with the investigation, adjustment or settlement of claims, actions or judgments relating to claims for accrued employee benefits.

Who May Create: Municipal corporations (counties, cities, towns, villages), fire districts and other district corporations, school districts (except a school district in a city with a population of 125,000 or more), boards of cooperative educational services, and special improvement districts governed by a separate board of commissioners.

How to Create and Use: Created by resolution of the governing board. A referendum is not required either to create or expend moneys from the reserve.

Sources of Revenue: Budgetary appropriations, amounts from certain other reserve funds subject to permissive referendum, other funds that may be legally appropriated.

Special Provisions: No expenditure shall be made from an employee benefit accrued liability reserve fund for any employee benefit for which a reserve fund has already been established under any other provision of law. However, if a municipal corporation has previously established a reserve fund for a type of accrued employee benefits for which expenditures may be made from the employee benefit accrued liability reserve fund, the municipal corporation may, by resolution, discontinue such other reserve fund and transfer any unexpended balance to the employee benefit accrued liability reserve fund, subject to certain limitations.

[16] "Employee benefits" for this purpose means the authorized "cash payment of the monetary value of accrued and accumulated but unused and unpaid sick leave, personal leave, holiday leave, vacation time, time allowances granted in lieu of overtime compensation and any other forms of payment for accrued but unliquidated time earned by municipal employees and payable to municipal employees upon termination of service, whether by retirement or otherwise …" (GML Section 6-p[1][b]). Note that lump sum payments upon separation from service that are calculated in a manner unrelated to accrued, unliquidated leave time credits are not payable from the employee benefit accrued liability reserve fund (2006 Op St Comp No. 2006-8, at 19). The fund also may not be used to pay a local government's cost for health insurance for retirees (see 2004 Ops St Comp No. 2004-8, at 23).

Use of Unexpended Balances: If the governing body determines that such fund is no longer needed, any remaining moneys may be transferred to any other reserve fund authorized by the General Municipal Law (supported by the same tax base) or, in the case of school districts, a reserve fund established under Education Law Section 3651, but only to the extent that the moneys in the employee benefit accrued liability reserve fund exceed a sum sufficient to pay all liabilities incurred or accrued against the employee benefit accrued liability fund, as certified to the governing board by the fiscal and legal officers of the local government prior to the discontinuance of the fund.

Retirement Contribution Reserve Fund (GML Section 6-r)

Purpose: For the payment of "retirement contributions," which are defined as all or any portion of the amount payable to either the New York State and Local Employees' Retirement System or the New York State and Local Police and Fire Retirement System, pursuant to Sections 17 or 317 of the Retirement and Social Security Law.

Who May Create: Municipal corporations (counties, cities, towns, villages), school districts (except a school district in a city with a population of 125,000 or more), boards of cooperative educational services, fire districts and other district corporations, police districts, and special improvement districts governed by a separate board of commissioners, which are "participating employers," as defined in Retirement and Social Security Law Sections 2(20) or 302(20).

How to Create and Use: Created, and expenditures authorized, by resolution of the governing board to finance retirement contributions. A referendum is not required either to create or expend moneys from the reserve.

Sources of Funds:

(a) Budgetary appropriations or taxes raised for the reserve

(b) Revenues that are not required by law to be paid into any other fund or account

(c) Amounts from reserve funds established pursuant to Sections 6-c, 6-d, 6-e, 6-f or 6-g of the General Municipal Law (supported by the same tax base), or pursuant to Education Law Section 3651 subject to public hearing requirements

(d) Other funds that may be legally appropriated.

Use of Unexpended Balances: The board may authorize the transfer of a portion of the moneys in the retirement contribution reserve to a reserve fund established pursuant to Sections 6-c, 6-d, 6-e, 6-f or 6-g of the General Municipal Law (supported by the same tax base), or in the case of a school district, a reserve fund established pursuant to Section 3651 of the Education Law. Such a transfer is subject to a public hearing. If the board determines that the retirement contribution reserve is no longer needed, the board may terminate the fund by resolution. The resolution must transfer any moneys remaining in the retirement contribution reserve to one or more reserve funds established pursuant to Sections 6-c, 6-d, 6-e, 6-f or 6-g of the General Municipal Law (supported by the same tax base), or in the case of a school district, one or more reserve funds established pursuant to Section 3651 of Education Law.

Reserves Authorized by Other Statutes

Education Law – School Districts/BOCES

- Property Loss and Liability Claims - Sections 1709 [8-c] (school districts), 1950[4] [cc] (BOCES)
- Reserve (Capital Purposes/Tax Certiorari) - Section 3651 (school districts)
- Tax Reduction (sale of real property) - Sections 1604[36], 1709[37] (school districts)
- Career Education Instructional Equipment - Section 1950 [4] [ee] (BOCES)

Town Law – Suburban Towns Only

- General Reserve - For Capital Purposes - Section 55
- Reserve for Improvement Districts - For Capital Purposes - Section 55-a
- Judgments and Claims - Section 55-b

County Law – Counties Only

- Tax and Revenue Anticipation Revolving Fund – Section 372

Property Loss Reserve and Liability Reserve Fund (Education Law Sections 1709[8-c], 1950[4][cc])

Purpose: To establish and maintain a program of reserves to cover property loss and liability claims.

Who May Create: Most school districts, boards of cooperative educational services (BOCES).

How to Create and Use: Created by resolution of the governing board and used to pay for property loss and liability claims. Separate funds must be established for property loss and for liability claims and the separate identity of each fund must be maintained. There are no referendum requirements to create the funds or expend money from the funds for property loss and liability claims.

Source of Funds: Budgetary appropriations.

Special Provisions: For school districts, the total amount of reserves cannot exceed 3 percent of the annual budget (exclusive of any planned balance presently authorized) or $15,000, whichever is larger. For BOCES, the total amount of reserves cannot exceed 3 percent of the annual budget. Neither a school district nor a BOCES reserve may be reduced below total amounts estimated to be necessary to cover incurred but unsettled claims or suits, including related expenses, other than by payment of losses for which such amounts were established.

Use of Unexpended Balances: For school districts, payments may not be made for purposes other than those for which the funds were established unless authorized by public vote, except that the school board may authorize use of the reserve funds (other than amounts allocated for unsettled claims or suits including related expenses) to pay premiums for insurance policies purchased to insure subsequent losses in areas previously self-insured, in the event of dissolution of the self-insurance plan. For BOCES, the board may authorize use of the reserve funds (other than amounts allocated for unsettled claims or suits including expenses in connection therewith) to pay premiums for insurance policies purchased to insure subsequent losses in areas previously self-insured, in the event of dissolution of the self-insurance plan.

School District Capital and Tax Certiorari Reserve Funds (Education Law Section 3651)

Purpose: Education Law Section 3651[1] reserves:

To pay the cost of any object or purpose for which bonds may be issued by, or for the objects or purposes of, a school district pursuant to the Local Finance Law.

Purpose: Education Law Section 3651[1-a] reserves:

To pay judgments and claims in tax certiorari proceedings in accordance with Article seven of the Real Property Tax Law.[17]

Who May Create: School districts only.

How to Create and Use: Establishment of a Section 3651[1] reserve requires voter approval by a majority of qualified voters. (Exception: city school districts in a city having a population of 125,000 or more. Note, however, when school taxes must be included in the computation of a city's constitutional tax limit, the establishment of a reserve fund by the school authorities of such city is subject to the consent of the city legislative body.)

The notice for the voter approval must state that a proposition to establish a reserve fund will be submitted, the purpose of the fund, the ultimate amount thereof, its probable term and the source from which the funds would be obtained. The proposition that is voted upon must specify the purpose for which the fund would be established, the ultimate amount, the probable term and the source from which the funds are to be obtained. An expenditure from the reserve fund (except for school districts in a city having a population of 125,000 or more) must be authorized by district voters and for the specific purpose specified in the proposition.

Establishment of, and expenditures from, a Section 3651[1-a] reserve to pay judgments and claims in tax certiorari proceedings do not require voter approval.

[17] Note that certain city school districts may and, in some cases must, establish a reserve fund to cover uncollected taxes (Education Law Section 3651[1-b]).

Source of Funds: Generally, an annual amount necessary to meet the requirements of the proposition under Section 3651[1]; also the voters may from time to time direct school authorities to pay moneys derived from any other source into a Section 3651[1] reserve. (No voter approval provision in the case of a school district in a city with population of 125,000 or more.) For a reserve under Section 3651[1-a], generally budgetary appropriations.

Special Provisions:

- If a school district is located wholly or partly within the Adirondack Park (see Appendix B) and has State lands subject to taxation assessed at more than 30 percent of aggregate taxable assessed valuation in the district, the establishment of a reserve fund is subject to consent of the State Comptroller, on recommendation of the Commissioner of Education.
- The total amount in a Section 3651[1-a] reserve fund may not exceed the amount that might reasonably be deemed necessary to meet anticipated tax certiorari judgments and claims.
- The school authorities must annually render a detailed report of the operation and condition of each reserve fund under Section 3651, with a copy of the report provided to the Commissioner of Education.

Use of Unexpended Balances:

Education Law Section 3651[1] reserves

All or any part of the reserve established pursuant to Education Law Section 3651[1] may be transferred to another reserve fund established pursuant to that section with voter approval. Also, when voters determine that the original purpose of the reserve fund is no longer desirable, the reserve fund may be liquidated by applying the balance first to any outstanding bonded indebtedness and then, subject to certain limitations, to the annual tax levy. Voter approval is not required on transfers from or liquidation of reserve funds in a school district in a city having a population of 125,000 or more.

Education Law Section 3651[1-a] reserves

Funds reserved for tax certiorari judgments and claims pursuant to Education Law, Section 3651[1-a] that are not expended for the payment of judgments or claims arising out of tax certiorari proceedings for the tax roll in the year the moneys are deposited to the fund and/or that will not be "reasonably required to pay any such judgment or claim,"[18] must be returned to the general fund on or before the first day of the fourth fiscal year following the deposit of such moneys to the reserve fund.

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[18] For this purpose, moneys are deemed "reasonably required to pay any such judgment or claim" if the proceeding or claim has not been finally determined or otherwise terminated or disposed of after the exhaustion of all appeals.

Tax Reduction Reserve Funds for School Districts (Education Law Sections 1604[36], 1709[37])

Purpose:	To reduce real property taxes over a period of time.
Who May Create:	School districts only.
How to Create and Use:	Created by resolution of the board of education and used to reduce school district real property taxes for a period not to exceed 10 years.
Source of Funds:	Proceeds from the sale or appropriation of real property, after being used for any other legally required purpose (e.g., General Municipal Law Section 6-l, discussed above).

Career Education Instructional Equipment Reserve Fund – BOCES (Education Law Section 1950[4][ee])

Purpose:	To finance all or part of the cost of the replacement and purchase of advanced technology equipment used in instructional programs conducted by boards of cooperative educational services (BOCES).
Who May Create:	BOCES.
How to Create and Use:	Created by resolution of the BOCES governing board and approved by the boards of education of a majority of the school districts participating in the instructional program of the BOCES.
Sources of Funds:	Proceeds from the sale of career education instructional equipment used in the instructional programs of the BOCES and, subject to limitation imposed by regulations of the Commissioner of Education, by including depreciation expenses for the career education instructional equipment used in providing instructional services on a cooperative basis in computation of the cost of such services pursuant to Education Law Section1950(4)(d), concerning "aidable shared services."
Special Provisions:	The Commissioner of Education has promulgated regulations pertaining to this reserve (Regulations of the Commissioner of Education, Section 170.3[k]).
Use of Unexpended Balances:	In the event this reserve is liquidated, the moneys must be allocated to the school districts participating in the instructional programs of the BOCES in proportion to the value of their contributions to the fund.

General Reserve Fund – Suburban Towns (Town Law Section 55)

Purpose: To finance all, or part of, the cost of suburban[19] town objects or purposes which have periods of probable usefulness of at least five years (other than objects or purposes for which reserve funds may be established under Town Law Sections 55-a and 55-b, see below).

Who May Create: Suburban towns only.

How to Create and Use: Created by resolution of the town board. Expenditures may only be made for a specific object or purpose having a period of probable usefulness (see Local Finance Law Section 11.00) of at least five years and are subject to permissive referendum.

Source of Funds: Budgetary appropriations, including transfers and amounts raised by tax, revenues not required by law to be paid into any other fund or account.

Special Provisions: Expenditures from this fund may not be made for that part of the cost of an object or purpose which is to be borne by:

(1) assessments for benefit,

(2) ad valorem taxes levied upon real property within the area benefited within the town

(3) ad valorem taxes levied upon real property within less than the entire area of the town.

Use of Unexpended Balances: General Reserve Fund moneys may be temporarily advanced pursuant to Local Finance Law, Section 165.10.

[19] A town may become a suburban town if it has a population of 25,000 or more; or in certain cases, has a population of 7,500 or more and is located within 15 miles of a city with a population of at least 100,000. A suburban town has certain additional powers that are designed to help it provide services needed by its population.

Reserve Fund for Improvement District – Suburban Towns (Town Law Section 55-a)

Purpose:	To finance all or part of the cost of a "specific object or purpose" or a "class of objects or purposes" (as defined in Local Finance Law, Sections 2.00, see also Local Finance Law, Section 11.00) that may be constructed, reconstructed, acquired, or provided by or on behalf of an improvement district located wholly within a suburban town.
Who May Create:	Suburban towns only.
How to Create and Use:	Authorization for the establishment of the fund is subject to a permissive referendum in the affected district; no referendum required on expenditure.
Sources of Funds:	Budgetary appropriations, district revenues not required by law to be paid into any other fund or account.
Special Provisions:	Authorization to establish fund must set forth estimated maximum cost of the specific object or purpose or class of them.
Use of Unexpended Balances:	All or part of an unexpended balance may be transferred to another reserve fund created for the district affected; however, if the object or purpose (or class thereof) for which the fund was established has been completed, acquired, or provided, a sum sufficient to satisfy all outstanding claims arising from the completion, acquisition, or provision must be retained in the fund and not transferred.

Reserve Fund for Judgments and Claims – Suburban Towns (Town Law Section 55-b)

Purpose: To pay all or part of the cost of judgments or compromised or settled claims against the town, and awards or sums payable pursuant to a determination by a court, or an officer, body, or agency acting in an administrative or quasi-judicial capacity.

Who May Create: Suburban towns only.

How to Create and Use: Created and expended by resolution of the town board; no referendum for establishment or expenditure.

Sources of Funds: Budgetary appropriations, including transfers and amounts raised by tax, revenues not required by law to be paid into any other fund or account.

Special Provisions: May not exceed the greater of $33,000 or 5 percent of the total budget for the fiscal year at any time, exclusive of interest earned or capital gains realized from investment of moneys in such fund. When an expenditure is made from the fund, however, additional money may be appropriated or transferred into the fund in an amount that, together with all moneys remaining in the fund (including interest or capital gains realized from investments), does not exceed the greater of $33,000 or 5 percent of the total budget for the fiscal year.

Also, this fund may be used to pay all or part of the cost of judgments, claims, awards, or determinations arising out of the management, improvement, operation, or maintenance of any improvement district within the town. However, the amounts paid must be charged back against the district and must be included in determining the maximum amount of such fund exclusive of investment earnings.

Tax and Revenue Anticipation Fund for Counties (County Law Section 372)

Purpose:	Created as a revolving fund for the investment in non-interest bearing tax and/or revenue anticipation notes of the county, or renewals of them so long as they are paid on or before the end of the fiscal year in which purchased.
Who May Create:	Counties only.
How to Create and Use:	Resolution of the county governing board; no referendum requirements for establishment or expenditure.
Source of Funds:	Budgetary appropriations, moneys not required by law to be paid into another fund or account.
Special Provisions:	The reserve cannot exceed 30 percent of the total estimated expenditures as contained in the budget for the fiscal year established. In subsequent years, additional amounts may be paid into the fund, provided that the payments do not increase the total amount of the fund to an amount greater than 30 percent of the total estimated expenditures as contained in the budget for the fiscal year in which the payment is made. Interest earned is general county revenue.
Use of Unexpended Balances:	All or part of moneys in the fund may be transferred by governing board resolution to a reserve fund established pursuant to Article 2 (Section 6-c and following) of the General Municipal Law.

Appendix A

A Summary of Reserves Authorized by Sections of Article 2 of the General Municipal Law (GML)

	6-c	6-d	6-e	6-f	6-g	6-h	6-i	6-j	6-k	6-l	6-m	6-n	6-o*	6-p	6-r
County	x	x	x	x		x	x	x	x	x	x	x	x	x	x
City	x	x	x	x		x	x	x	x	x	x	x	x	x	x
Village	x	x	x	x		x	x	x	x	x	x	x	x	x	x
Town	x	x	x	x		x	x	x	x	x	x	x	x	x	x
Fire District		x	x		x	x		x		x	x	x		x	x
School District		x						x		x	x	x**		x**	x**
BOCES											x	x		x	x
District Corporation (other than a fire district)		x										x		x	x
Town or County Improvement District	x***	x													
Special Improvement District (governed by a separate board)												x		x	x

* May also be created by certain solid waste management districts, public authorities, and public benefit corporations
** Except a district in a city with a population of 125,000 or more
*** Water and sewer districts only

Name of Reserve	GML Section
Capital	6-c
Repair	6-d
Contingency and Tax Stabilization	6-e
Snow and Ice Removal and Road Repair	6-f
Capital (fire districts)	6-g
Reserve Fund for Payment of Bonded Indebtedness	6-h
Airport Amortization	6-i
Airport Development	6-i
Workers' Compensation	6-j
Electric Utility Depreciation	6-k
Mandatory	6-l
Unemployment Insurance Payment	6-m
Insurance	6-n
Solid Waste Management Facility	6-o
Employee Benefit Accrued Liability	6-p
Retirement Contribution	6-r

Appendix B

Towns Located Wholly or Partially in the Adirondack Park That Have State Lands

Clinton County	Altona, Ausable, Black Brook, Dannemora, Ellenburg, Peru, Plattsburgh, and Saranac
Essex County	All but Willsboro and Essex
Franklin County	Altamont, Bellmont, Duane, Brighton, Franklin, Harrietstown, Santa Clara, and Waverly
Fulton County	All but Perth and Johnstown
Hamilton County	All
Herkimer County	Ohio, Russia, Salisbury, and Webb
Lewis County	Croghan, Lyonsdale, Diana, Greig, and Watson
Oneida County	Forestport and Remsen
St. Lawrence County	Clare, Clifton, Hopkinton, Parishville, Colton, Fine, Piercefield, and Pitcairn
Saratoga County	Corinth, Edinburg, Hadley, Greenfield, Providence, and Day
Warren County	All
Washington County	Dresden and Fort Ann

Appendix C

Sample Resolution Establishing a Capital Reserve Fund to Finance a Specific Capital Improvement or Item(s) of Equipment

RESOLVED, that pursuant to Section 6-c [6-g for fire districts] of the General Municipal Law, as amended, there is hereby established a capital reserve fund to be known as the " __________ Reserve Fund" (hereinafter "Reserve Fund"). The purpose of this Reserve Fund is to accumulate moneys to finance the cost of a specific [capital improvement] [item(s) of equipment]. The specific [capital improvement] [item(s) of equipment] to be financed from the Reserve Fund [is] [are] the [construction] [reconstruction] [acquisition] of __________________. The estimated maximum cost of such [capital improvement] [item(s) of equipment] is __________________.

The chief fiscal officer is hereby directed to deposit and secure the moneys of this Reserve Fund in the manner provided by Section 10 of the General Municipal Law. [The governing board] [The chief fiscal officer] may invest the moneys in the Reserve Fund in the manner provided by Section 11 of the General Municipal Law, and consistent with the investment policy of the [local government]. Any interest earned or capital gains realized on the moneys so deposited or invested shall accrue to and become part of the Reserve Fund. The chief fiscal officer shall account for the Reserve Fund in a manner which maintains the separate identity of the Reserve Fund and shows the date and amount of each sum paid into the fund, interest earned by the fund, capital gains or losses resulting from the sale of investments of the fund, the amount and date of each withdrawal from the fund and the total assets of the fund, showing cash balance and a schedule of investments, and shall, at the end of each fiscal year, render to the Board a detailed report of the operation and condition of the Reserve Fund.

Except as otherwise provided by law, expenditures from this Reserve Fund shall be made only for the purpose for which the Reserve Fund is established. No expenditure shall be made from this Reserve Fund without the approval of this governing board and such additional actions or proceedings as may be required by Section 6-c [6-g] of the General Municipal Law and any other law.

This resolution is subject to permissive [mandatory] referendum pursuant to subdivision 4 of Section 6-c [6-g] of the General Municipal Law.

Note: If the moneys in the Reserve Fund will consist of town highway moneys, the establishment of the Reserve Fund is also subject to the consent of the town superintendent of highways and the approval of the county superintendent of highways. Expenditures would be made on order of the town superintendent of highways upon audit and with the consent of the town board.

Appendix D

Sample Resolution Establishing a Capital Reserve Fund to Finance a Type of Capital Improvement or Equipment

RESOLVED, that pursuant to Section 6-c [6-g for fire districts] of the General Municipal Law, as amended, there is hereby established a capital reserve fund to be known as the “ __________ Reserve Fund” (hereinafter “Reserve Fund”). The purpose of this Reserve Fund is to accumulate moneys to finance the cost of a type of [capital improvement] [equipment]. The type of [capital improvement] [equipment] to be financed from the Reserve Fund is the [construction] [reconstruction] [acquisition] of __________________________.

The chief fiscal officer is hereby directed to deposit and secure the moneys of this Reserve Fund in the manner provided by Section 10 of the General Municipal Law. [The governing board] [the chief fiscal officer] may invest the moneys in the Reserve Fund in the manner provided by Section 11 of the General Municipal Law, and consistent with the investment policy of [local government]. Any interest earned or capital gains realized on the moneys so deposited or invested shall accrue to and become part of the Reserve Fund. The chief fiscal officer shall account for the Reserve Fund in a manner which maintains the separate identity of the Reserve Fund and shows the date and amount of each sum paid into the fund, interest earned by the fund, capital gains or losses resulting from the sale of investments of the fund, the amount and date of each withdrawal from the fund and the total assets of the fund, showing cash balance and a schedule of investments, and shall, at the end of each fiscal year, render to the Board a detailed report of the operation and condition of the Reserve Fund.

Except as otherwise provided by law, expenditures from this Reserve Fund shall be made only for the purpose for which the Reserve Fund is established. No expenditure shall be made from this Reserve Fund without the approval of this governing board and such additional actions or proceedings as may be required by Section 6-c [6-g] of the General Municipal Law or any other law, including a permissive referendum if required by subdivision 4 of Section 6-c [subdivision 7 of Section 6-g].

[For fire districts only, add: This resolution is subject to mandatory referendum pursuant to subdivision 4 of section 6-g of the General Municipal Law.]

Note: If the moneys in the Reserve Fund will consist of town highway moneys, the establishment of the Reserve Fund is also subject to the consent of the town superintendent of highways and the approval of the county superintendent of highways. Expenditures would be made on order of the town superintendent of highways upon audit and with the consent of the town board.

Division of Local Government and School Accountability

Central Office Directory

Andrew A. SanFilippo, Executive Deputy Comptroller

(Area code for the following is 518 unless otherwise specified)

Executive 474-4037
Nathaalie N. Carey, Assistant Comptroller

Audits, Local Government Services and Professional Standards 474-5404
(Audits, Technical Assistance, Accounting and Audit Standards)

Local Government and School Accountability Help Line .... (855)478-5472 or 408-4934
(Electronic Filing, Financial Reporting, Justice Courts, Training)

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Retirement Information Services

Inquiries on Employee Benefits and Programs 474-7736

Bureau of Member Services 474-1101

Monthly Reporting Inquiries 474-1080

Audits and Plan Changes 474-0167

All Other Employer Inquiries 474-6535

Division of Legal Services

Municipal Law Section 474-5586

Other OSC Offices

Bureau of State Expenditures 486-3017

Bureau of State Contracts 474-4622

Mailing Address for all of the above:

Office of the State Comptroller,
110 State St., Albany, New York 12236

email: **localgov@osc.state.ny.us**

Division of Local Government and School Accountability

Regional Office Directory

Andrew A. SanFilippo, Executive Deputy Comptroller

Nathaalie N. Carey, Assistant Comptroller (518) 474-4037

Cole H. Hickland, Director • **Jack Dougherty**, Director
Direct Services (518) 474-5480

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New York State
Office of the State Comptroller
Division of Local Government and School Accountability
110 State Street, 12th Floor • Albany, New York 12236

RESOLUTION NO.: 137 - 2018

OF

MAY 29, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO EXTEND THE TERM OF THE AGREEMENT FOR REIMBURSEMENT OF ADDITIONAL COSTS INCURRED BY THE CITY OF NEWBURGH AS A RESULT OF PROVIDNG AN ALTERNATE SOURCE OF DRINKING WATER

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's recently released lifetime health advisory level; and

WHEREAS, there is a continuing need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, by Resolution No. 204-2016 of August 8, 2016, the City Council of the City of Newburgh authorized the City Manager to enter Contract No. C010219 with the New York State Department of Environmental Conservation for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct, which Contract term was extended by Resolution No. 326-2017 of November 27, 2017; and

WHEREAS, as a result of the necessity to obtain the alternate source of drinking water, the City of Newburgh has incurred and continues to incur additional costs over and above the actual cost of the water; and

WHEREAS, by Resolution No. 105-2017 of April 24, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into Contract No. C010563 with New York State Department of Environmental Conservation for reimbursement of the additional expenses incurred by the City of Newburgh associated with providing a temporary alternate source of drinking water to City residents through the New York City Catskill Aqueduct not covered by Contract No. C010219; and

WHEREAS, the City Council finds that it is necessary to extend the term and the reimbursement amount of Contract No. C010563 with the Department of Environmental Conservation for reimbursement of the additional costs associated with providing a temporary alternate source of drinking water to City residents through the New York City Catskill Aqueduct not covered by Contract No. C010219; the same being in the best interest 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 enter an Amendment to Contract No. C010563 with the New York State Department of Environmental Conservation to extend the term of the Contract for reimbursement for the additional expenses incurred by the City of Newburgh associated with providing a temporary alternate source of drinking water to City residents through the New York City Catskill Aqueduct not covered by Contract No. C010219.

AMENDMENT TO CONTRACT NO. C010563
between
STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION
and
CITY OF NEWBURGH

AMENDMENT NO. <u>1</u>

THIS AMENDMENT, entered into by and between the STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION (hereinafter referred to as the DEPARTMENT), having offices at 625 Broadway, Albany, New York 12233, and the City of Newburgh (hereinafter referred to as Newburgh), with offices at 83 Broadway, Newburgh, New York 12550, is hereby attached to and becomes incorporated into the above referenced contract.

WITNESSETH:

WHEREAS, the parties entered into a prior Contract which was duly assigned Contract Number C010563 which said Contract the parties now desire to amend; and

WHEREAS, an amendment is necessary to revise the maximum payable amount under this Contract and to extend the term of the Contract; and

WHEREAS, both parties originally agreed that the Department would pay the Newburgh documented and Department approved actual costs of certain additional expenses incurred by Newburgh in response to PFOS contamination in Newburgh's drinking water as a result of the discharges from the Air National Guard at Stewart International Airport; and

WHEREAS, the Contract provides for amending and extending the Contract in Articles 2 and 3.

NOW THEREFORE, the parties hereto agree as follows:

Article 2 revises the maximum amount payable under this Contract of $500,000.00, by increasing by $675,000.00, for a new maximum amount payable of $1,175,000.00.

Article 3 is revised by extending the completion date from December 31, 2018 to December 31, 2019; and

All other terms and conditions of Contract Number C010563 as amended will remain in full force and effect.

CONTRACT SIGNATURE PAGE

Contract Number: C010563

Agency Certification "In addition to the acceptance of this contract amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject contract."

CONTRACTOR SIGNATURE

____

Dated: ________________________

AGENCY SIGNATURE

____

Dated: ________________________

ATTORNEY GENERAL'S SIGNATURE

____

Dated: ______________________

COMPTROLLER'S SIGNATURE

____

Dated: ______________________

INDIVIDUAL ACKNOWLEDGMENT
(For individuals and dba's that are neither partnerships nor incorporated)

State of _______________)) s.s.:County of _____________)
On the _____ day of ________, in the year _____, before me came ____________________ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that (s)he executed the same.
___________________________Notary Public
____________________________Date Notary Expires

PARTNERSHIP ACKNOWLEDGMENT
(For use by a partnership)

State of _______________)) ss:County of _____________)
On the ____ day of __________, in the year _____, before me personally came_______________(Name of Partner) to me known and known to me to be a member of______________________, the firm described in and which the firm executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.
__________________________Notary Public

___________________________Date Notary Expires

CORPORATE ACKNOWLEDGMENT FORM WITH SEAL
State of _____________)) ss.:County of ___________)
On the __________ day of ______________in the year ____ before me personally came _____________ to me known, who, being by me duly sworn, did depose and say that he/she resides in
____; (if the place of residence is in a city, include the street and street number, if any thereof) that he/she is the ____ (president or other officer or director or attorney in fact duly appointed) of the ______________________________, the corporation described in and which executed the above (name of corporation) instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she signed his/her name thereto by like authority.
_________________________ Notary Public
__________________________ Date Notary Expires

CORPORATE ACKNOWLEDGMENT FORM WITHOUT SEAL
State of _____________)) ss.:County of ___________)
On the __________ day of ______________in the year ____ before me personally came _____________ to me known, who, being by me duly sworn, did depose and say that he/she resides in

____; (if the place of residence is in a city, include the street and street number, if any thereof) that he/she is the ____ (president or other officer or director or attorney in fact duly appointed) of the ____________________________, the corporation described in and which executed the above (name of corporation) instrument; that he/she signed their name thereto by authority of the board of directors of said corporation.
____________________Notary Public
____________________Date Notary Expires

MUNICIPAL ACKNOWLEDGMENT

State of ____________)) ss.:County of __________)
On the __________ day of _____________in the year ____ before me personally came ________________________________ of the ____
(Insert name and title) (insert political subdivision or agency of the political subdivision) the political subdivision or agency thereof described in and which executed the above instrument; by authority of ____ of said (attached certified copy of order, resolution, or the ordinance authorizing the execution of this contract political subdivision, and that (s)he signed his/her name by the authority.
_______________________Notary Public
_______________________Date Notary Expires

NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CONTRACT C010563

THIS CONTRACT is entered into by and between the New York State Department of Environmental Conservation (hereinafter referred to as the Department), having offices at 625 Broadway, Albany, New York 12233 and the City of Newburgh (hereinafter referred to as Newburgh), having offices at 83 Broadway, Newburgh, New York 12550.

WITNESSETH:

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in Newburgh's water supply at levels in excess of the Environmental Protection Agency's (EPA) recently released lifetime health advisory level; and,

WHEREAS, it has been determined by Legislative findings under Article 15 of the Environmental Conservation Law (ECL) that the State has the sovereign power to regulate and control the water resources of the State; and,

WHEREAS, in recognition of power under ECL §15-0105.5, the use of water for domestic and municipal purposes shall have priority over all other purposes; and,

WHEREAS, in order to provide a temporary alternate source of drinking water to residents of Newburgh; Newburgh has accessed New York City's Catskill Aqueduct as a backup source of drinking water; and,

WHEREAS, payment for the costs of the water are outlined in a prior contract Between the Department and Newburgh, executed and approved by the New York State Comptroller's office in August of 2016; and,

WHEREAS, as a result of the necessity to obtain the alternate source of drinking water, the City of Newburgh has incurred additional costs over and above the payment of the actual cost of the water; and,

WHEREAS, The Department has determined after fully examining all of its internal capabilities and thoroughly investigating possible alternative approaches that repayment of the expenses of the City of Newburgh associated with the additional allowable costs can best be accomplished through a Contract.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1: SCOPE

A. The Department agrees to pay the Newburgh documented and Department approved actual costs of certain additional expenses incurred by the City of Newburgh in response to the PFOS contamination in the City of Newburgh drinking water as a result of the discharges from the Air National Guard at Stewart International Airport. Payment shall be based upon Article 2 of this Contract.

ARTICLE 2: PAYMENT

A. The Department shall pay to Newburgh and Newburgh shall accept from the Department as compensation for the actual costs incurred under this agreement and directly associated with the PFOS contamination in the City of Newburgh drinking water an amount not to exceed $500,000.00.

B. Newburgh shall submit invoices to the Department quarterly, with supporting documentation and certification by the appropriate financial officer of Newburgh demonstrating the actual costs incurred and paid by Newburgh during the previous quarter for the allowable costs described in the attached Schedule A Allowable Costs. The Department will review and approve the supporting documentation and reimburse Newburgh for the allowable costs incurred and paid by Newburgh.

C. The Department will authorize payment within 10 days of receipt of invoices and supporting documentation submitted per paragraph D and Schedule A of this article. The Department will make best efforts to arrange payment within 30 days of receipt of those invoices and supporting documentation.

D. All invoices must contain the proper certification of the Financial Officer of Newburgh attesting that the expenditures were properly made in accordance with all applicable laws and regulations and in accordance with Schedule A; including but not limited to procurement guidelines and cost justifications required in General Municipal Law.

E. Newburgh will submit requests for payment, together with supporting documentation, to the Department. Request for payment <u>must</u> be submitted within 45 days of the end of each State fiscal year which is March 31. Failure to comply with this request or notify the Department in writing prior to March 31st regarding billing problems shall operate as a waiver by Newburgh for reimbursement by the Department.

F. If the term of this Contract encompasses more than one State fiscal year, Newburgh shall incur no costs hereunder in subsequent fiscal years without the express written authority of the Department.

G. Payments for expenditures incurred under this contract will be rendered electronically to Newburgh unless payment by paper check is expressly authorized by the Commissioner of the Department (Commissioner), in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. Newburgh shall comply with the Office of the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by e-mail at epayments@osc.state.ny.us. Newburgh acknowledges that it will not receive payment under this Contract if it does not comply with the Office of the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

ARTICLE 3: TERM

A. The term of this Contract shall be from June 1, 2016 to December 31, 2018 The Contract shall be effective upon approval by the Office of the State Comptroller.

B. This Contract may be extended for a maximum of two one-year periods upon the mutual written consent of both parties and the approval of the Office of the State Comptroller.

C. Amendments other than exercising the term options above must be in writing and submitted to the Attorney General and the Office of the State Comptroller for approval.

ARTICLE 4: NOTICES

Wherever it is provided in this Contract that notice shall be given or other communications sent to the Department or Newburgh, such notices or communications shall be delivered or sent by First Class Mail to:

Department:

Division of Environmental Remediation
NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7014
Telephone Number: (518) 402-9662
E-Mail: george.heitzman@dec.ny.gov

Newburgh:

Kathryn Mack
City of Newburgh Comptroller
83 Broadway
Newburgh, NY 12550
Telephone Number: (845) 569-7360
E-Mail: kmack@cityofnewburgh-ny.gov

Christine Chale
Rodenhausen Chale LLP
20 Spring Brook Park
Rhinebeck NY 12572
(845) 516-4323
(845) 516-4528 fax

ARTICLE 5: LIABILITY

Newburgh shall be responsible for all damage to life and property due to activities of Newburgh, its subcontractors, agents, or employees, in connection with its Services under this Contract, and this obligation is in no way limited by the enumeration of insurance coverages hereunder. Further, it is expressly understood that Newburgh shall indemnify and save harmless the Department, its officers, employees, agents, and assigns in accordance with the provisions of Appendix B, Clause II.

Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against Newburgh or the State of New York beyond such as may legally exist irrespective of this Article or this Contract.

ARTICLE 6: DEFAULT AND TERMINATION

A. The Department shall have the right to postpone, suspend, abandon, or terminate this Contract, and such actions shall in no event be deemed a breach of Contract. In any of these events, the Department shall make settlement with Newburgh upon an equitable basis as determined by the Department, which shall fix the value of the work which was performed by the Newburgh prior to the postponement, suspension, abandonment, or termination of the Contract.

B. The State shall have the right to terminate this Contract for:

1) unavailability of funds

2) cause

   a) If the Department determines that Newburgh has breached a material term of this Contract, it shall issue a written notice, providing Newburgh with 10 days to correct the defect. If Newburgh fails to correct the defect within this time period, or fails to make a good faith effort to do so as determined by the Department, the Department may terminate this Contract for cause.

3) convenience

   a) If the termination is for the convenience of the Department, and is not brought about as a result of unsatisfactory performance on the part of Newburgh, the Department shall pay for the allowable costs incurred up to the date of termination.

ARTICLE 7: STANDARD CONTRACT CLAUSES

Newburgh will be required to comply with all of the mandatory New York State and Department contracting provisions contained in the following two attached documents:

Appendix A - Standard Clauses for All New York State Contracts;
Appendix B - Standard Clauses for All NYSDEC Contracts.

ARTICLE 8: ENTIRE CONTRACT

This Contract consists of the following documents in the following order of precedence.

1. Appendix A
2. Appendix B
3. The Contract (including Schedule A)

ARTICLE 9: AFFIRMATIVE ACTION REQUIREMENTS

Newburgh must make good faith efforts to subcontract an overall goal of 0% of the contract amount to Minority and Women Owned Business Enterprises (MWBE's). Newburgh must make good faith efforts to employ 10 % minority group members and 10 % women for a portion of any workforce hours required to perform the work under this contract. Appendix B further defines the M/WBE and EEO provisions required by Executive Law, Article 15A.

ARTICLE 10: INSURANCE CONSIDERATIONS

Newburgh agrees to procure and maintain at its own expense and without expense to the Department Worker's Compensation Insurance and Disability Benefits by insurance companies licensed to do business in the State of New York, covering all operations under this Contract.

Newburgh shall furnish a certificate or certificates showing that it has complied with the Worker's Compensation and Disability Benefits requirements of this Article detailed below. The certificate or certificates shall provide that:

- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department.
- Worker's Compensation and Disability Benefits certificates shall name the New York State Department of Environmental Conservation, Division of Environmental Remediation, Bureau of Program Management, 625 Broadway, Albany, NY 12233-7012, as certificate holder.
- This Contract shall be void and of no effect unless Newburgh procures the required insurance policies and maintains them until acceptance/completion of the work, whichever event is later.
- Newburgh shall require that any subcontractors hired, carry insurance with the same provisions as provided herein. Newburgh will maintain the certificate or certificates for all subcontractors hired as part of Newburgh's records.

The Department has reviewed the scope of work being accomplished under this contract and has determined that it will rely on the standard operating procedures and good business practices of Newburgh with respect to securing all appropriate types and amounts of liability insurance and appropriate endorsements. The Department waives its standard requirements for liability insurance certificates, endorsements, and supporting documentation for this Contract.

The following types of insurance are required for this Contract:

1. <u>Workers' Compensation:</u>

For work to be performed in New York State, Newburgh shall provide and maintain full New York State (NYS listed in item 3a of the policy's Information Page) coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Act policy as applicable must be provided. Any waiver of this requirement must be approved by the Agency and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

Please note that ACORD forms are <u>NOT</u> acceptable proof of New York State Workers' Compensation Insurance coverage.

Additional information can be obtained at the Workers' Compensation website:
<u>http:/www.wcb.ny.gov/content/main/Employers/Employers.jsp</u>

2. <u>**Disability Benefits:**</u>

For work to be performed in New York State, Newburgh shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

Please note that ACORD forms are <u>NOT</u> acceptable proof of New York State Disability Benefits Insurance coverage.

Additional information can be obtained at the Workers' Compensation website: http:/www.wcb.ny.gov/content/main/Employers/Employers.jsp

ARTICLE 11: SEVERABILITY

If any part of this Contract is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Contract, and the remaining parts of this Contract shall be enforced as if the invalid, illegal or unenforceable part were not contained therein.

ARTICLE 12: FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of lands or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes or the delay or failure to perform by any subcontractor by reason of any cause or circumstances beyond the reasonable control of such subcontractor.

ARTICLE 13: COMPLIANCE WITH LAWS

Newburgh agrees to comply with the provisions of the Labor Law and all State and Federal laws, local statutes, ordinances, and regulations that are applicable to the performance of this Contract.

Schedule A
Allowable Cost Categories

1) Legal Services (directly associated with contamination)
2) Engineering Services
3) Contractual Services
4) Labor (force account)
5) Utilities
6) Equipment
7) Other Allowable Costs including such things as public outreach costs, and costs that do not fit within the above categories but fall within legitimate Department approved expenses associated with the Article 1: Scope.

Reimbursement of all of the above costs are subject to the same documentation requirements and the Department discretion to review and approve as set forth herein.

SIGNATURE PAGE
Contract C0

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

NEWBURGH SIGNATURE	DEPARTMENT SIGNATURE
By:	By:
Print Name: Michael G. Ciaravino	Print Name: Nancy W. Lussier
Title: City Manager	Title: Director of Management and Budget Services
Dated: 5/17/17	Dated: JUN 09 2017

ATTORNEY GENERAL SIGNATURE	COMPTROLLER SIGNATURE
APPROVED AS TO FORM NYS ATTORNEY GENERAL JUN 14 2017 BENJAMIN L. MAGGI ASSISTANT ATTORNEY GENERAL Approved as to Form:	APPROVED DEPT. OF AUDIT & CONTROL JUN 23 2017 FOR THE STATE COMPTROLLER Approved: Thomas P. DiNapoli State Comptroller
Dated:	Dated:

Newburgh Acknowledgement

State of NEW YORK)
) ss.:
County of ORANGE)

On the 17 day of MAY in the year 2017, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

MICHELLE KELSON
Notary Public, State Of New York
Sullivan County Clerk's #2564
Commission Expires: March 20, 2018

STANDARD CLAUSES FOR NYS CONTRACTS

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):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this 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 the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. 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 a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. 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).

9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a contracting 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 agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

13. <u>CONFLICTING TERMS</u>. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. Timeliness of payment 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.

16. <u>NO ARBITRATION</u>. Disputes involving this 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.

17. <u>SERVICE OF PROCESS</u>. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. 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.

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.

19. 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.

20. 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
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their 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 they offer will 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 they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. 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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. 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.

24. **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.

25. **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.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, 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 to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. **Postponement, suspension, abandonment or termination by the Department:**
The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Hold harmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. **Conflict of Interest**
(a) Organizational Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest: The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.

(f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(2) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. **Requests for Payment** All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. **Independent Contractor** The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. **Compliance with applicable laws**

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

VIII. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Laura Zeppetelli, Bureau Director
(Name and Title)
NYS Dept of Env. Conservation - Remediation
625 Broadway, 12th FL, Albany, NY 12233-7012
(Address)

(518) 402-9764
(Telephone)

The designated appeal individual to review decisions is:

Michael Ryan, Asst. Division Director
(Name and Title)
NYS Dept. of Env. Conservation - Remediation
625 Broadway, 12th FL, Albany, NY 12233-7011
(Address)
(518) 402-9706
(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier Chair
Contract Review Committee
625 Broadway, 10th Floor
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(k) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IX. Labor Law Provisions

(a) When applicable, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

(d) Within thirty days of issuance of the first payroll, and every thirty days thereafter, the Contractor and every subcontractor must submit a transcript of the original payroll to the Department, which transcript must be subscribed and affirmed as true under penalty of perjury.

X. **Offset** In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XI. **Tax Exemption** Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XII. **Litigation Support** In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIII **Equipment** Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XIV. **Inventions or Discoveries** Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XV. **Patent and Copyright Protection**
If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

(4) The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of: (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items; (2) alterations of the items by the Department; (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement; (4) use of items in combination with apparatus or devices not delivered by the Contractor; (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

XVI. **Force Majeure** The term Force Majeure shall include acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war rebellion, sabotage or the like. If a failure of or delay in performance by either party results from the occurrence of a Force Majeure event, the delay shall be excused and the time for performance extended by a period equivalent to the time lost because of the Force majeure event, if and to the extent that:

(a) The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

(b) The delay or failure was not extended because of the affected party's failure to use all reasonable diligence to overcome the obstacle or to resume performance immediately after such obstacle was overcome; and

(c) The affected party provides notice within (5) days of the onset of the event, that it is invoking the protection of this provision.

XVII. **Freedom of Information Requests** The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release and to support its position.

XVIII. **Precedence** In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B, and the terms of Appendix A, the terms of Appendix A shall control.

XIX. **Article 15-Requirements**

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

(a) General Provisions

(1)The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("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.

(2)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 Department (the "Department", to fully comply and cooperate with the Department 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.

(3)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 Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

(1)For purposes of this procurement, the Department hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

(2)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 MWBEs found at the following internet address;

https: ny.newnycontracts.com

Additionally, the 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.

(3)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 Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

(1) 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. Contractor shall comply with the following provisions of Article 15-A:

(i)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.

(ii)The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii)If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv)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 employer Department, 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 employer Department, 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 "E" 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.

e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of <u>10%</u> Minority Labor Force Participation, <u>10%</u> Female Labor Force Participation.

(2) Staffing Plan Form

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.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

(2) 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.

(d) MWBE Utilization Plan

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

(2) 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 Appendix.

(3)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, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Waivers

(1)For Waiver Requests Contractor should use Waiver Request Form.

(2)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 Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(4) If the Department, 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 Department 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.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department 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.

(g) Liquidated Damages - MWBE Participation

(1)Where Department 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 Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

(i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

(ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) 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 Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department 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 Department.

(h) Forms

The following forms referenced in Article XVIII 3-A-3, 3B, 3C and 5A can be found at http://www.dec.ny.gov/about/48854.html

RESOLUTION NO.: 138 - 2018

OF

MAY 29, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION TO AN AGREEMENT BETWEEN THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC. TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY MANAGEMENT SERVICES

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, authorized amendments to the agreement with MESH Realty Group, Inc. by Resolution No.: 18-2014 of January 27, 2014, Resolution No.: 21-2015 of January 26, 2015, Resolution No.: 23-2016 of January 25, 2016, Resolution No.: 304 -2016 of November 14, 2016, and Resolution No. 350-2017 of December 11, 2017 which provided for the continuation of residential property services; and

WHEREAS, the last amended agreement expired on February 28, 2018; and

WHEREAS, the parties wish to extend the last amended agreement to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to extend services from March 1, 2018 to December 31, 2018; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One ($1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement and the addition of Paragraph 2g related to coordinating the inspections of City-owned properties; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

MESH REALTY GROUP, INC.

DATED: ____________________

This Addendum to the Agreement dated April 1, 2013 is made and entered into this ____ day of __________________, 2018 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

   Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

   2e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, (5) clean out of buildings and disposal of trash, and (6) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **$36.00** per hour. Repairs greater than $1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. Paragraph 2g is hereby added to the Agreement dated April 1, 2013 as follows:

   2g. Inspections.Agent shall organize and maintain compliance with all inspections of rental units as required by the City Code of Ordinances including the Rental Registration and Licensing. Agent shall make arrangements for appropriate City staff to inspect and/or show rental units for sale as requested by the City.

4. TERM AND TERMINATION

   The term of this agreement shall commence on the 1st day of March, 2018 and shall end on the 31st day of December, 2018, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

5. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.	CITY OF NEWBURGH, NY
______________________	______________________
Name: RICK MILTON	Name: MICHAEL G. CIARAVINO
Title:	Title: City Manager
Date: ______________	Date: ______________
	Pursuant to Resolution No.:

SCHEDULE "A"

1. 189 Broadway (f/k/a 187-191)
2. 60 Hasbrouck Street
3. 74 Henry Avenue
4. 44 Johnes Street #103J - 58-1-1.-3
5. 44 Johnes Street #110J - 58-1-1.-10
6. 47 Lander Street
7. 71 Liberty Street, WH
8. 6 Locust Street
9. 80 Prospect Street

Revised 5/9/2018

Corporation Counsel

MESH REALTY GROUP, INC.
77-79 Broadway
Newburgh, NY 12550
(845) 565-6999
Fax (845) 565-3307

MANAGEMENT AGREEMENT

AGREEMENT made the 1st day of April, 2013 between **The City of Newburgh** Herein referred to as owner, whose address 83 Broadway, Newburgh, NY 12550 And Mesh Realty Group, Inc., herein referred to as agent.

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, State of New York. A list of these properties will be attached to this agreement in a "Schedule A", and may be amended from time to time.

2. MANAGEMENT DUTIES OF AGENT

Management duties will be performed by agent as follows:

a. Leasing of units. Agent shall use due diligence to attract and retain lessees of the apartment units.
b. Collection of rents. Agent shall take reasonable steps to collect all rent due, or enforce collection thereof, and shall perform all reasonable acts on behalf and for the protection of owner in the collection of such amounts.
c. Agent shall manage the apartment complex according to sound commercial practices and in conformity with the bylaws. Regulations, code of ethics and official pledge of the Institute of Real Estate Management.
d. Employees. Agent shall employ, direct, control and discharge all persons performing regular services on the premises. All such persons are and shall be employees of owner.
e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, and (5) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **$35.00** per hour. Repairs greater than $1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.
f. Mortgages, taxes, other expenses. To the extent made possible by owner, agent shall service all loans and mortgages on the property, pay all applicable real estate and personal property taxes, licenses, fees and payroll taxes, and maintain payroll records and make all necessary returns required by law.

3. ACCOUNTING AND ACCOUNTS

a. Accounting statements. Agent shall maintain books of account of all receipts and disbursements incurred in management of the property, which records shall be open to inspection by owner at all times. Agent shall render monthly statements to owner, showing all receipts and disbursements.

b. Bank accounts.

(1) Agent shall establish and maintain, in a bank, the deposits of which are insured by the Federal Deposit Insurance Corporation, a separate trust account for the deposit of rentals. Agent shall have the authority to draw on this account for any payments that agent must make to discharge any liabilities or obligations incurred pursuant to this agreement; and for payment of the fee to agent. All such payments shall be subject to the limitations of this agreement.

(2) Agent shall establish and maintain in a New York banking institution or savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation, a trust account bearing interest at the rate currently paid by such institutions or associations on time or savings deposit of any money or other form of security deposited or advanced on a contract, lease, or license agreement for the use or rental of real property. Agent shall comply with the various requirements of the New York Laws respecting the handling of such security deposits if retained by owner.

4. COMPENSATION OF AGENT

Owner agrees to pay agent as compensation for the services described above five percent (5%) of the gross revenue actually received from the property. Such compensation is due and payable on the **25** day of each month, the amount actually received during the previous month. The amount due agent for each month shall be withdrawn by agent from the rental account. That the percentage stated herein is in addition to the hourly charge to be paid for the maintenance and repair work. In the event that the compensation for services is not by the **25** day of the month, a 10% service charge will be added on to the amount due agent for services rendered. Further, City agrees to forward to agent a check in the amount of five thousand dollars and no cents ($5,000.00) to open an operating account for the above mentioned properties.

5. PAYMENTS TO OWNER

Agent shall remit to owner at intervals of not more than **6** months, the check by agent for the net amount due owner if so requested. A sum to be determined by agent, with the approval of owner, shall be retained by agent for the account of owner as a reserve for mortgage payments and the payment of taxes, licenses, repairs and other expenses that may be anticipated, but that are not due at the time to owner.

6. INSURANCE

The owner agrees to indemnify and save the agent harmless from any and all claims, debts or demands arising in connection with this management relationship, by any person, firm or corporation occurring by reason of or in connection with this contract and the owner agrees to carry liability insurance protecting Agent from any and all such liability and naming Agent as a co-insured. The aforesaid insurance shall be in an amount not less than **current amount.**

7. REIMBURSEMENT OF AGENT

Owner shall reimburse agent for the amount of any charges paid by agent and required for proper operation of the apartment project, if necessary funds are not available to agent from revenues received from the project or are not otherwise made available by owner.

8. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day April, 2013 and shall end on the 31st day of December, 2013, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) day's prior written notice.

9. NOTICE

Any notice required by this agreement shall be delivered by the owner at:
83 Broadway, Newburgh, NY 12550: Attention Michelle Kelson

And addressed to agent as Mesh Realty Group, Inc., 77-79 Broadway, Newburgh, NY 12550.

The owner will pay to the agent, a leasing/renting fee of one (1) month's rent on residential properties, for securing new tenants,.

The Owner hereby authorizes Agent to initiate legal proceedings against any tenant who is delinquent with their rent. Further, Agent is authorized to represent Owner in all matters dealing with the daily and legal operations of the above described property.

The terms of this contract are not subject to change, unless agreed upon by both owner and agent in writing.

This contract must be signed and returned to agent within 30 days of the date mailed. A failure to do so will result in termination of the contract and all management responsibilities

Richard F. Herbek
City Manager

3/14/13
Date

Dated:

I hereby accept the agency of the above property on the terms as herein provided and agree to perform the services herein stipulated.

Rick Milton
Mesh Realty Group, Inc.

3/15/13
Date

SCHEDULE "A"

1. 22 Bay View Terrace
2. 162 Broadway
3. 95 Carson Avenue
4. 34 Carter Street
5. 55 Farrington Street
6. 296 Grand Street
7. 63 Grove Street
8. 72 Hasbrouck Street
9. 81 Henry Avenue
10. 64 Johnston Street
11. 112 Johnston Street
12. 120 Johnston Street
13. 34 Lander Street
14. 8 Larter Street
15. 279 Liberty Street
16. 16 Lutheran Street
17. 119 Montgomery Street
18. 350 Water Street, Unit 7-9

APPROVED AS TO FINANCES

Cheryl A Gross 3/13/13

Cheryl A. Gross
Comptroller

APPROVED AS TO FORM

Michelle Kelson
Corporation Counsel

RESOLUTION NO.: ____139____ - 2018

OF

MAY 29, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF AGRICULTURE & MARKETS COMMUNITY GROWERS PROGRAM GRANT FOR THE DEVELOPMENT OF THE DOWNING PARK URBAN FARM IN AN AMOUNT NOT TO EXCEED $25,000.00

WHEREAS, the New York State Department of Agriculture & Markets Community Growers Grant Program has funds available to support the development and expansion of community gardens, school gardens and urban farms across the state to recognize the important impacts of community growing spaces on food security and to promote the expansion and sustainability of these sites; and

WHEREAS, the City of Newburgh Department of Planning and Development wishes to apply for the Community Growers Grant for the Downing Park Urban Farm Development Initiative in an amount not to exceed $25,000.00; and

WHEREAS, such grant funds will be used support the development of the Downing Park Urban Farm; and

WHEREAS, the grant requires a 10% match which will be derived by cash or donated goods/services which will be provided by the Newburgh Urban Farm and Food Initiative; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of Agriculture & Markets Community Growers Program Grant for the development of the Downing Park Urban Farm in an amount not to exceed $25,000.00 with a 10% match which will be provided by the Newburgh Urban Farm and Food Initiative; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

City of Newburgh

GRANT APPLICATION FORM

received 5/8/18 NP

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: Community Growers Grant Program	NAME OF DEPARTMENT REQUESTING GRANT: Planning & Development	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Deirdre Glenn
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS Dept. of Agriculture & Markets	GRANT SUBMITTAL DATE: ~~4/17/18~~ 4/30/18	AMOUNT OF AWARD: $25,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: 10% match required via cash or donated goods/services. NUFFI will be responsible for match

PROJECT PLAN:

Scope of Project:**To support the development of the Downing Park Urban Farm** → How? MM

Key Stakeholders: Newburgh Urban Farm and Food Initiative (NUFFI)
NUFFI will be responsible for the 10% match

Project Timeline: (ex. Dates)

fund
insurance
salaries
supplies

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS: matches will be covered through Donations from NUFFI

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS: n/a

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS: n/a

ANY ADDITIONAL COMMENTS: NUFFI should supply a semi detailed list of expected donations before we apply.

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER SIGNATURE: Katrya Mack

DATE: 4/25/18

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

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER SIGNATURE:

DATE: MAY 14 2018

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ **APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO** **CORPORATION COUNSEL SIGNATURE:** **DATE:** 4/26/18 Need more info → If grant awarded, what will NUFTI do w/ the $$?
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: 5/10/18 W.S. + 5/14/18 Council meeting

New York State
Department of Agriculture & Markets

REQUEST FOR PROPOSALS

for the

Community Growers Grant Program
2018-2019 SFY

Competitive Grants

PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be submitted online through the Grants Gateway. This year's grant application is labeled AGM01-2018CG-2018. Proposals are due on Monday, May 21, 2018 at 4:00 pm. No late proposals can be submitted.

QUESTIONS CONCERNING THE RFP

All questions about this RFP must be submitted in writing (fax or e-mail will be accepted) to:

Meg McCabe
NYS Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235

E-mail: meg.mccabe@agriculture.ny.gov

All questions must be submitted to Ms. McCabe by 4:30 p.m. on Monday, April 30, 2018. Applicants must note that all clarifications must be resolved prior to the submission of a proposal. A list of questions about the program which are received, and answers to those questions, as well as any changes, additions or deletions to the RFP, will be posted in the "Funding Opportunities" section of the Department's website, www.agriculture.ny.gov, along with the electronic version of this RFP. Questions and responses may be posted as questions are received. All questions and answers will be posted by Wednesday, May 2, 2018.

1. GENERAL PROGRAM INFORMATION

1.1 Program Description

The Community Growers Grant Program will have funds available through a competitive process to support the development and expansion of community gardens, school gardens and urban farms across the state. The Commissioner, in consultation with the New York State Community Gardens Work Group, has developed this grant program to recognize the important impacts of community growing spaces on food security and to promote the expansion and sustainability of these sites. This grant complements the work of the Department of Agriculture and Markets in providing technical assistance to community growing organizations statewide.

Community growing spaces have a myriad of benefits, some of which include: beautification of neighborhoods, creation of safe spaces that deter crime and development of environmental learning labs. Most importantly, community growing spaces help growers attain access to fresh, healthy food and combat food insecurity.

Across New York State, there are over one thousand community growing spaces in both rural and urban landscapes, and there is demand to establish more and expand existing sites. Most community growing spaces are in underserved communities and often, the mission to grow one's own plot is to feed themselves. There is little capital to help maintain these plots. Similarly, coordinators of these spaces are often not-for-profits with limited support to expand and sustain capacity, develop infrastructure and secure reliable tenancy to the land. This grant program was established as a strategy to improve food security by making resources available to ensure the viability and sustainability of these community growing spaces.

1.2 Funding Available

A total of $500,000 is available for the Community Growers Grant Program. The State will cover up to 90% of the total project costs, with the total State contribution not to exceed $25,000.

Grant recipients must provide a minimum of 10% of the project costs. *Please refer to the instructions page, which is posted on the Department website and available in the opportunity on Grants Gateway, for guidance in calculating your budget amounts and entering them into your application.* Matching funds may include cash or donated goods and/or services. In-kind labor is not an eligible match. The value of match must be documented by the applicant.

Once a contract is fully executed, grant funds will be disbursed on a reimbursement basis. Awardees may request, at the discretion of the Department, an initial payment of up to 25% of the total grant award. The department shall retain 10% of the budget amount to be dispersed to the contractor until the final report is accepted.

2. ELIGIBILITY & SCOPE

2.1 Applicant Eligibility

The following entities are eligible to apply for funding. Applicants must be prequalified in the NYS Grants Gateway prior to submitting an application.

- 501c3 not-for-profit organizations
- Educational Institutions
- Government Entities

2.2 Ineligible Applicants

The following entities are not eligible to apply for funding:

- for-profit entities
- individuals

2.3 Eligible Projects

Eligible projects will establish new growing spaces, expand infrastructure in existing community growing spaces, and/or build capacity through programming and staff.

2.4 Eligible Costs

Grant funds may be used for any of the following purposes directly related to the completion of an eligible project. Eligible costs include but are not limited to:

- **Equipment**

  Examples include: gardening tools, rototillers

- **Supplies and materials**

  Examples include: fencing, irrigation supplies

- **Salaries and Wages**
- **Trainings Costs**
- **Contractor and or Consulting costs**
- **Soft Costs necessary to establish a community garden, school garden or urban farm**

  Examples include:

    - Insurance
    - Land use agreements necessary to access land

- Permits, licenses, etc.
- Soil testing

2.5 Ineligible Costs

Grant funds may not be used for the following:

- purchase of food
- salaries and wages unrelated to the proposal
- costs associated with preparing an application
- costs incurred prior to the award of funding at start of contract date

2.6 Project Duration

- Duration is 18 months from the date the grant is awarded.

3. DOCUMENTS AND ADMINISTRATIVE REQUIREMENTS

3.1 Registration and Pre-Qualification

New York State vendors must register in the Grants Gateway and establish users in the system. To start this process, from the Grant Opportunity Portal (https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx), under Registration, click "Request Access Now!" to view your options.

For existing NYS vendors, there is only one step. You must submit a Registration Form for Administrators identifying a Delegated Administrator responsible for managing your organization's profile and users.

To find out if your organization has already registered, enter its SFS Vendor ID number and search. If your organization is registered, the search result will include contact information for its delegated administrator, and you can contact this individual to request access to the system. If your organization is not registered, the search result will provide a link to the Request Form for Administrator, which you will need to complete and submit pursuant to the instructions provided.

If your organization is not currently doing business with NYS, you will need to submit a Substitute W-9 Form to obtain a NYS SFS Vendor ID, in addition to the Registration Form for Administrators, to register.

All not-for-profit organizations that intend to submit a proposal in response to this RFP must also be pre-qualified prior to the submission of your proposal(s). If you have not pre-qualified with the Division of Budget by the time that you submit your proposal(s), each proposal you submit will be rejected and not considered for funding under this RFP. For more information regarding the pre-qualification process, please view [FAQs About Prequalification]() as provided by the New York State Grants Reform Team.

For help with prequalification or submitting your application, please contact the Grants Gateway helpdesk. They can be reached by emailing grantsgateway@its.ny.gov, or by calling 518-474-5595.

If you have not yet registered (or, as a not-for-profit, prequalified), please do so immediately.

3.2 Workers' Compensation & Disability Insurance

New York State Workers' Compensation Law sections 57 and 220 require that the Department not enter into a contract unless proof of Workers' Compensation and Disability Insurance in a form satisfactory to the New York State Workers' Compensation Board has been secured.

Please refer to the Workers' Compensation and Disability Insurance Requirements posted on the Department's website, www.agriculture.ny.gov, under the heading of this RFP or visit the New York State Workers' Compensation Board website, www.wcb.ny.gov, for more information. You may contact the Board's Bureau of Compliance with any questions related to workers' compensation or disability insurance at (866) 298-7830.

3.3 New York State Charities Bureau Registration

All not-for-profits organizations contracting with the State or serving as a fiscal agent must be registered with the New York State Charities Bureau, unless a proper exemption is obtained. All applicants must, therefore provide either:

- The organization's charitable registration number and written documentation from the Office of the Attorney General that the charitable organization is currently up-to-date with its Charities Registration; or
- A statement from the applicant that the organization is exempt pursuant to one of the categories indicated on the Office of Attorney General's Request for Registration Exemption (Schedule E). The statement must identify the specific category under which the charitable organization is exempt.

To obtain written documentation of an organization's charities registration status, or if you have questions regarding the statutory requirements for registration, contact the New York State Office of the Attorney General, Bureau of Charities Registration, 120 Broadway, New York, NY 10271-0332, or call (212) 416-8402, email charities.bureau@oag.state.ny.us or visit their website at http://www.oag.state.ny.us/bureaus/charities/charities.html.

Eligible 501(c)(3) not-for-profit corporations acting as the applicant must have a New York State

Attorney General Charities Bureau Registration number or an Exemption Certificate issued by the New York State Attorney General Charities Bureau explaining why the organization is exempt from registering with the Charities Bureau.

3.4 The Department and State Comptroller's Office reserve the right to audit the applicant's books and records relating to the performance of the project during and up to six years after the completion of the project.

4. PROPOSAL FORMAT

All proposals must be submitted online through the Grants Gateway (https://grantsgateway.ny.gov). The application is labeled AGM01-2018CG-2018.

1. Provide all information requested in the online Grants Gateway application form.
2. Attach all required attachments, drawings, photos, support letters, etc. at the end of the online Application.

4.1 Evaluation Factors

All eligible proposals will be competitively rated by a panel designated by the Department. A total of one hundred (100) points can be achieved from the following criteria. The evaluation panel shall consider the following factors in rating proposals:

1. **Organizational Capacity and Mission (10 points)**
   a. How has this organization implemented community growing programs and established long-term projects to meet the needs of low-income communities?
   b. To what extent does the organizational mission state support for the viability of community growing spaces?
   c. Describe the commitment your organization has made and is making to establish and sustain community gardening and/or urban farming projects.
   d. hat structures are currently in place to support programming and planning around community growing space?

2. **Project Description & Plan of Work (25 points)**
   a. Describe the proposed project and outline how objectives will be met.
   b. How will this organization achieve the goal of increasing access to healthy food for residents in your geographical area of impact?
   c. Who does this project aim to serve?
   d. What neighborhoods, municipalities and/or counties does this project propose to impact?
   d. Describe the need of the people served through this project. (Metrics to cite could include: Census data, meal gap, narrative on lack of services offered to this demographic)

3. Project Evaluation and Quantification of Benefits (20 points)

a. Please provide a baseline goal(s) with a detailed outline of how this/these goal(s) will be achieved.

b. What are the project goals and how will they be measured?

c. How many people will directly benefit from this project?

d. To whom does this project plan to distribute surplus food that is grown?

e. How is this project heightening awareness any of the following?

- Nutrition education
- Agricultural job training
- Nutrition assistance and emergency food relief programs

f. How will the program be sustained after the grant timeline has passed?

4. Personnel (10 points)

a. Who are the key people involved in managing the project and how long have they been at the organization?

b. What skills in community gardening, urban farming and/or program development do key people possess?

5. Reasonableness of cost relative to nature of work to be performed (20 points)

a. Provide a detailed budget of all program expenses.

b. Are budget costs reasonable compared to the work being performed?

6. Site Control and Outside Support (15 points)

a. Provide proof that the applicant has control of the site for the proposed project. If proof is not available, is there a support letter from the landowner stating likelihood that the site may be accessed for the proposed project?

b. Is the plan to obtain site control on new growing spaces secure?

c. How has this organization been supported by local partners and municipalities?

5. AWARD PROCESS

The Department will first screen applications to ensure that they meet eligibility requirements. All proposals deemed eligible by the Department will be evaluated by a Department panel according to the funding criteria; scores will be averaged and ranked in order from highest to lowest. Those proposals receiving the highest numerical scores above the threshold score (55), continuing until available funds are exhausted, or until all proposals are funded, whichever occurs first, will be funded.

A contract defining all terms and conditions and responsibilities of the successful applicant shall be developed by the Department after the awarding of funds. The contract will incorporate project details and a budget approved by the Department, among its provisions.

Upon agreement by the awardee and the Department to the provisions of the contract, it will be submitted for approval to the Attorney General of the State of New York and the

Comptroller of the State of New York.

6. REIMBURSEMENT FOR FUNDING

Once the contract is fully executed, grant funds will be disbursed on a reimbursement basis.

Awardees may request, at the discretion of the Department, an initial payment of up to twenty-five percent (25%) of the total grant award.

The Department shall retain ten percent (10%) of the budget amount to be disbursed to the contractor until the final report is accepted.

A New York State Claim for Payment Form must be submitted to the Department for the contractor to be reimbursed for funds expended.

Payment to the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, at the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary state procedures and practices. The Contractor shall comply with the State Comptroller of New York's procedures to authorize electronic payments. Contractor acknowledges that it will not receive payment on any Claim for Payment Form submitted under this agreement if it does not comply with the State Comptroller of New York's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

7. REPORTING REQUIREMENTS

7.1 Quarterly Reports

Awarded applicants will be required to submit brief quarterly reports to the Department to provide timely information on the success of the project. A quarterly report template will be provided by the Department and this template must be used to generate monthly reports. Claim for Payment Forms submitted will not be processed for projects that are not up to date with the filing of their quarterly reports.

7.32 Reimbursement Request Reports

The Department will monitor contract performance. An interim progress report that summarizes work completed on the project shall accompany each Claim for Payment Form request for reimbursement of project expenses. The Department reserves the right to modify reporting requirements during the project.

7.3 Final Report

A final report in a format to be directed by the Department will be required within thirty (30) days following completion of the project. The final report shall include a detailed description of the work completed; an assessment of the potential for future viability of the project; and a description of problems encountered, if any, which affected completion of the project. In addition, to the final report, the Department reserves the right to conduct a follow-up survey of funded projects to determine long-term impacts.

8. LIABILITY

The Department shall not be held liable for any costs incurred by any party for work performed in the preparation of and production of a proposal or for any work performed prior to the formal execution of a contract.

9. NYS OFFICE OF PARKS, RECREATION & HISTORIC PRESERVATION REQUIREMENTS

Projects which include ground-disturbing activities, construction of new buildings, or modification of buildings over 50 years old will be subject to further review by the NYS Office of Parks, Recreation and Historic Preservation (OPRHP). The Department reserves the right to request such additional information as is necessary to allow OPRHP to decide regarding the potential impacts of the project on historical sites or artifacts and possible alternatives which avoid or mitigate adverse impacts.

10. NYS ENVIRONMENTAL QUALITY REVIEW ACT REQUIREMENTS

Some projects may be subject to review under the New York State Environmental Quality Review Act (SEQRA). The Department reserves the right to request additional information as needed to comply with SEQRA requirements.

11. OTHER CONSIDERATIONS

The Department reserves the right to:

- reject any or all proposals received with respect to this RFP;
- waive or modify minor irregularities in proposals received after prior notification and concurrence of the applicant;
- utilize any or all ideas submitted in the proposals received unless those ideas are covered by legal patent or proprietary rights;
- request from an applicant additional information as deemed necessary to more fully evaluate its proposal;
- amend the program’s specifications after their release, with appropriate written notice posted on the Department’s website;
- select only certain portions of proposals for state funding;
- make all final decisions with respect to the amount of State funding and the timing of payments to be provided to an applicant; and

- negotiate the terms of the budget.

All proposals submitted in response to this RFP will become the property of the New York State Department of Agriculture and Markets.

12 FREEDOM OF INFORMATION

All proposals submitted and all related contracts and reports may be subject to disclosure under the Freedom of Information Law.

13. DEBRIEFING

Pursuant to section 163(9)(c) of the State Finance Law, an unsuccessful bidder has the right to a debriefing regarding the reasons its application was not selected for award. Upon request, the Department will provide a debriefing to any unsuccessful applicant as to the reasons that the proposal submitted was not selected for an award. To request a review of an unsuccessful application, contact the Department at procurement.info@agriculture.ny.gov. A review should be requested by an unsuccessful applicant within thirty (30) days of the date of the notice that its proposal was not selected for an award.

14. MINORITY AND WOMEN BUSINESS ENTERPRISES

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations the **Department of Agriculture and Markets** ("**Department**") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of the **Department** contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the **Department** hereby establishes an overall goal of 30 percent for MWBE participation, 15 percent for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 15 percent for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that the **Department** may withhold payment pursuant to any Contract awarded because of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: https://ny.newnycontracts.com. For guidance on how the **Department** will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract]

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and the **Department** may withhold payment as liquidated damages.

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 paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Department's MWBE Liaison at 518-457-4619 or mwbe@agriculture.ny.gov. All MWBE Forms and Instructions are included in the Submission Documents.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

A. Upon award of contract an MWBE Utilization Plan. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the **Department** for review and approval.

The **Department** will review the submitted MWBE Utilization Plan and advise the respondent of the **Department** acceptance or issue a notice of deficiency within 30 days of receipt.

B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Department of Agriculture and Markets, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the **Department** to be inadequate, the **Department** shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

The **Department** may disqualify a respondent as being non-responsive under the following circumstances:

a) If a respondent fails to submit an MWBE Utilization Plan;
b) If a respondent fails to submit a written remedy to a notice of deficiency;
c) If a respondent fails to submit a request for waiver; or
d) If the **Department** determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made after Contract Award may be made at any time during the term of the Contract to the **Department**, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to the **Department**, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all the terms and conditions of [Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, (See Submission Documents, Form MWBE EE01), to the **Department** with its bid or proposal.

If awarded a Contract, respondent shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the **Department** on a quarterly basis during the term of the Contract.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), 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, 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.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

RESOLUTION NO.: 140 - 2018

OF

MAY 29, 2018

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A SFY 2018-2019 NEW YORK STATE SENATE INITIATIVE GRANT FROM SENATOR WILLIAM LARKIN IN AN AMOUNT NOT TO EXCEED $250,000.00 WITH NO CITY MATCH TO PURCHASE NEW UHF RADIOS FOR THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, the City of Newburgh received a Grant Award through the New York State Division of Criminal Justice Services in the amount of $250,000.00 from Senator Larkin under the SFY 2018-2019 New York State Senate Initiative; and

WHEREAS, the City of Newburgh will use the funding to purchase new UHF radios for the Fire Department;

WHEREAS, such funding requires no City match; and

WHEREAS, this Council has determined that accepting the grant award is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept a SFY 2018-2019 New York State Initiative Grant from Senator William Larkin in the amount of $250,000.00 with no City match required to purchase new UHF radios for the City of Newburgh Fire Department, with the appreciation and thanks of the City of Newburgh; 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
5/8/18 NP

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: Fire Dept. Grant for Radios $250,000	NAME OF DEPARTMENT REQUESTING GRANT: Fire Dept.	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Terry Ahlers
NAME OF GRANT/NAME OF AWARDING AGENCY: DCJS	GRANT SUBMITTAL DATE: 5/3/18	AMOUNT OF AWARD: $250,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project:**To purchase new UHF radios for the Fire Department**

Key Stakeholders:

Project Timeline: (ex. Dates) 5/1/18-4/30/19

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: COMMENTS:
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO COMMENTS:
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS:
ANY ADDITIONAL COMMENTS: n/a
→ APPROVED BY CITY COMPTROLLER? YES/NO CITY COMPTROLLER SIGNATURE: Katrina Mack DATE: 5/8/18 NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO CITY MANAGER SIGNATURE: DATE: MAY 14 2018

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE: DATE: 5/8/18 5/24/18 work session + 5/29/18 Council meeting DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

NEW YORK STATE | Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: City of Newburgh		Date: **May 3, 2018**
Program Name: Fire Department Equipment Purchase		Award Amount: $250,000
Contact Name and Title: Helen Reilly		Application Return Date: **Within 30 days of receipt of this award notice**
Email: hreilly@cityofnewburgh-ny.gov		Project ID No.: LG18-1029-D00
SFS Vendor ID No.: 1000002290		Contract No.: C102996
		DCJS No: LG18102996
Additional Information: For the purchase of new UHF radios for the City of Newburgh Fire Department.		
The award amount listed above is contingent on the availability of grant funds. If you have any questions on this award, please contact your Criminal Justice Program Representative: **Donna Signer** **NYS Division of Criminal Justice Services** **Office of Program Development and Funding** Donna.signer@dcjs.ny.gov **518-457-8499**		

Congratulations on your award. DCJS looks forward to working with you on this important project.

NYS Division of Criminal Justice Services
Sexual Assault Crisis and Prevention Program
2018-2019

THE SENATE
STATE OF NEW YORK
CAPITOL — ROOM 335
ALBANY 12247

SHAWN MacKINNON
SECRETARY TO THE
SENATE FINANCE COMMITTEE

Received
MAY - 3 2018
NYS DCJS - OPDF

May 1, 2018

Mr. Jeffrey Bender
Deputy Commissioner
Office of Program Development and Funding
Division of Criminal Justice Services
Alfred E. Smith Building
80 South Swan Street
Albany, New York 12210

Dear Mr. Bender:

Attached is a new State Fiscal Year 2018-19 Senate Majority Initiative Form to be processed by your Agency. The funds for this project were appropriated in S.7503-D Chapter 53 of the Laws of 2018 on page 84 lines 43-44: City of Newburgh Fire Department 250,000.

Please coordinate the processing of this form and expedite the application and contract process with the organizations indicated as soon as possible.

If you need additional information or assistance processing this initiative, please contact Ben Eddy of Senate Finance at 455-2939.

Sincerely,

Shawn MacKinnon

cc: Robert F. Mujica (DoB)
Denise Crates (DCJS)

Enclosure (1)

LG18102996

Chapter No. 53 **Page No.** 84 **Line No.** 43-44

SFY 2018-2019
NEW YORK STATE SENATE
INITIATIVE FORM

Received
MAY - 3 2018
NYS DCJS - OPDF

Legally Incorporated Name of Organization: City of Newburgh

Federal Employer Identification Number (EIN): 14-6002329

New York State Charities Registration Number: N/A

Location of Project: 22 Grand Street, Newburgh, NY 12550

County/Counties Served: Orange

Description of Project: For the purchase of new UHF radios for City of Newburgh Fire Department.

Funding Level: $250,000

Requested State Agency to Administer Program: DCJS

Program Contact Information:

Name: Helen Reilly
Title: Grants Administrator
Address: 83 Broadway

City: Newburgh **State:** New York **Zip:** 12550

Phone: 845-569-7321 **Ext.**

Fax: 845-569-7490

e-mail: hreilly@cityofnewburgh-ny.gov

Senator's Name: Senator Larkin

Date: 5/1/2018

Senate Domestic Violence

allocated only pursuant to a plan (i) approved by the temporary president of the Senate and the director of the budget which sets forth either an itemized list of grantees with the amount to be received by each, or the methodology for allocating such appropriation, and (ii) which is thereafter included in a senate resolution calling for the expenditure of such funds, which resolution must be approved by a majority vote of all members elected to the senate upon a roll call vote 1,609,000

Senate Law Enforcement and Emergency Services equipment and technology grants

For services and expenses of law enforcement and emergency services agencies for equipment and technology enhancements. Notwithstanding section 24 of the state finance law or any provision of law to the contrary, funds from this appropriation shall be allocated only pursuant to a plan (i) approved by the temporary president of the Senate and the director of the budget which sets forth either an itemized list of grantees with the amount to be received by each, or the methodology for allocating such appropriation, and (ii) which is thereafter included in a senate resolution calling for the expenditure of such funds, which resolution must be approved by a majority vote of all members elected to the senate upon a roll call vote 860,750

Finger Lakes Law Enf.

Finger Lakes Law Enforcement and Emergency Services 500,000

Southern Tier Law Enf.

Southern Tier Law Enforcement and Emergency Services 500,000

Senate Member Items

For services and expenses of the New York State Civil Air Patrol 300,000

For payments to the Firemen's Association of the state of New York to provide grant awards to volunteer fire departments within the state to assist with recruitment and retention of membership within such districts 250,000

For services and expenses of the City of Newburgh Fire Department 250,000

For services and expenses of Neighborhood Legal Services 250,000

For services and expenses of Nassau Suffolk Law Services Committee Incorporated-Veterans Rights Project 200,000

For services and expenses of Hatzolah Incorporated DBA Chevra Hatzolah-Chevra Hatzolah Boro Park Division 125,000

MidHudsonNews.Com

Tuesday, April 3, 2018

Larkin secures $250,000 to fund new fire radio system for Newburgh FD

NEWBURGH – Following the fire and explosion at the Verla Industries manufacturing facility in New Windsor last year in which several Newburgh City firefighters were injured when they responded, Fire Chief Terry Ahlers assessed that a part of the problem was a lack of communication between and among fire departments.


Officials celebrate with Newburgh firefighters as Sen. William Larkin announced full funding for communication radions (photo: Anthony Lucarelli)

He asked Senator William Larkin if he could secure some funding for a new radio system and on Tuesday, the lawmaker announced while at the city's main firehouse that he was able to have the entire $250,000 price tag covered.

Ahlers said his firefighters did follow protocols when an explosion occurred at Verla. "They called mayday and nobody could hear them."

"The City of Newburgh deserves the proper care as anyone else," Larkin said, noting that firefighters risk their levels every time they go into a burning building.

"Let us all work together. Let us help one another and let us remember we are put on this earth to help our neighbor, our brother, our sister," he said.

"Larkin does it again," Orange County Sheriff Carl DuBois exclaimed when the announcement was made.

District Attorney David Hoovler took the occasion of the announcement to urge the city to find the money to fully fund the fire department. A dozen firefighters, paid for by a soon-to-expire federal grant, will be laid off if no additional money is secured by this summer.

Senator Bill Larkin (R-C-I, Cornwall-On-Hudson) announced today that he has secured $250,000 for the City of Newburgh Fire Department for the purpose of replacing their dangerously outdated radio system. Currently the department's radio system, due to bandwidth limitations, does not function outside of the City of Newburgh as well as larger buildings (Mount Saint Mary College, SUNY Orange, St. Lukes Cornwall Hospital, etc.) and all of the high-rise senior housing buildings within the city limits.

"As you may remember on November 20, 2017 at the Verla Industries Fire in New Windsor, several City of Newburgh firefighters were trapped and almost didn't make it home," said City of Newburgh Fire Chief Terry Ahlers. "One firefighter was trapped for nine minutes and could not communicate with anyone else because of the radio system we currently use. Obtaining a new radio system has been and continues to be a matter of life and death. That is why in January I wrote to Senator Larkin to ask for his help. Whenever we need something Senator Larkin is who we go to and he delivered big time for us and our community once again."

"When I received Terry's letter I was blown away by the limitations of their radio system," said Senator Bill Larkin. "At that moment I made it a top priority of mine as we worked on the State Budget to ensure that this potential lifesaving funding was included. I believe that fighting for our communities while in Albany for items such as these, is the reason we get elected in the first place. Our firefighters put their lives on the line and have our backs every day, it is important that they know we have their backs as well."

The Newburgh Fire Department operates on a radio system in the "VHF" bandwidth. This system works within the city limits, with the exception of larger buildings as noted above. It does not work outside of the city limits. Orange County has a radio system that operates within the "UHF" bandwidth. The "UHF" bandwidth allows for all fire departments within the "UHF" bandwidth to communicate at larger, mutual aid incidents, like the Verla Industries fire. During these incidents, the City of Newburgh cannot properly communicate using the "VHF" bandwidth.

With the funding provided by Senator Larkin the City of Newburgh Fire Department will be able to outfit all of their firefighters, officers and chiefs with a radio system capable of meeting their needs. The $250,000 will completely replace the outdated, unsafe system. It will provide Newburgh firefighters with water and heat resistant radios that can be operated while wearing gloves, and communicate with other fire departments during mutual aid incidents.

###

SHARE THIS PRESS RELEASE

NEWSROOM

Press Release

[Senator Larkin Hosts Local Purple Heart Recipients in Albany as part of Vietnam Veterans' Day (/newsroom/press-releases/william-j-larkin-jr/senator-larkin-hosts-local-purple-heart-recipients)]

March 29, 2018

RESOLUTION NO.: 141 - 2018

OF

MAY 29, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE CENTER FOR PEOPLE DEVELOPMENT, INC. TO ALLOW ACCESS TO HASBROUCK STREET PARK TO CONDUCT REPAIRS, MAINTENANCE AND INSTALL IMPROVEMENTS

WHEREAS, The Center for People Development, Inc. has been awarded an Empire State Poverty Reduction Initiative (ESPRI) Resident Engagement Strategy Mini Grant from United Way of the Dutchess-Orange Region in the amount of $14,000.00 for improvements to the Hasbrouck Street Park located at 10 Hasbrouck Street, in the City of Newburgh, NY, and more accurately described as Section 38, Block 3, Lot 35.1 on the official tax map of the City of Newburgh; and

WHEREAS, The Center for People Development, Inc. has requested access to Hasbrouck Street Park for the purpose of making improvements thereto, including but not limited to cleaning the park, repairing walls and equipment; install woodchip infill and painting the walls and related work at no cost to the City of Newburgh; and

WHEREAS, the City Council of the City of Newburgh finds that permitting such access for the purpose of making such improvements to Hasbrouck Street Park is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with The Center for People Development, Inc. to allow access to Hasbrouck Street Park located at 10 Hasbrouck Street, in the City of Newburgh, NY (Section 38, Block 3, Lot 35.1) for the purpose of making repairs and park and playground related improvements.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of ____________________, 2018, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor"); and

BEST RESOURCE CENTERS, INC., a not-for-profit corporation with an address of 49 Grand Street, Newburgh, NY 12550 ("Licensee")

THE CENTER FOR PEOPLE DEVELOPMENT, INC., a not-for-profit corporation with an address of________________________________, ________________, NY 12____ ("Licensee").

WHEREAS, the City is the owner of a municipal park located at 10 Hasbrouck Street in the City of Newburgh, New York and more accurately described as Section 38, Block 3, Lot 35.1 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, Best Resource Centers, Inc. and the Center for People Development, Inc. (hereinafter collectively referred to as "Licensees") desire the license or privilege of gaining access to and performing work upon the premises of Licensor for the purpose of making improvements for the benefit of the public and to be used for recreational purposes. The work to be done is as described in the plan hereto attached and made a part hereof and bearing the following title:

Mini Grant Proposal – Hasbrouck Street Park

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

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

Section 1. Grant of License. The City hereby represents that it owns certain real property located at 10 Hasbrouck Street in the City of Newburgh, and more accurately described as Section 38, Block 3, Lot 35.1 on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensees a revocable license for Licensees and Licensees' employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's Property, as herein described, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform maintenance, repairs and improvements to property owned by Licensor and used as a municipal park and playground, including but not limited to cleaning the park, repairing walls and equipment; install woodchip infill and painting the walls and all other work appurtenant thereto.

Section 2. Use of and Access to the Property. Entry to the Property is limited to the use and access necessary to clean, perform maintenance, and construct and install such improvements as proposed by the Licensees. Licensees shall install said improvements on said premises in such location and position and as to any such work upon or under property of Licensor in such manner as will be satisfactory to Licensor. Licensees agree to do such work and perform such work in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensees shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of work on the Property.

Section 3. Insurance. The Licensees shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Licensees shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensees shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences.

The Licensees shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensees may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensees retain such agents, Licensees and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensees' performance of the work referenced herein.

Section 4. Damages. The relation of the Licensees to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As independent contractors, the Licensees will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensees shall make good any damages that may occur in consequence of the performances or any part of it. The Licensees shall assume all blame, loss and responsibility of any nature by reason of the Licensees' neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensees and/or the nature of its performance or arising out of its activities licensed hereby.

Section 5. Defense and Indemnity. Licensees shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 6. Term of License. The license or privilege hereby given shall commence upon the signing of this license agreement and shall expire and terminate without further notice to either party to the other upon the completion of the work by Licensees and their agents, employees and contractors, as confirmed by the City Engineer, Superintendent of Public Works and City Planner.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by five (5) days' notice to the Licensees, terminate the agreement.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Section 13. Licensor acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

Section 14. Without limitation to the general provisions of this Agreement, it is understood and agreed that said improvements shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on maps or plans hereto attached and hereby made a part hereof.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

BEST RESOURCE CENTERS, INC.
LICENSEE

By: ______________________________
Vera Best, Executive Director

THE CENTER FOR PEOPLE DEVELOPMENT INC.
LICENSEE

By: ______________________________
B. Alvin Moonesar, Executive Director

Approved as to form:

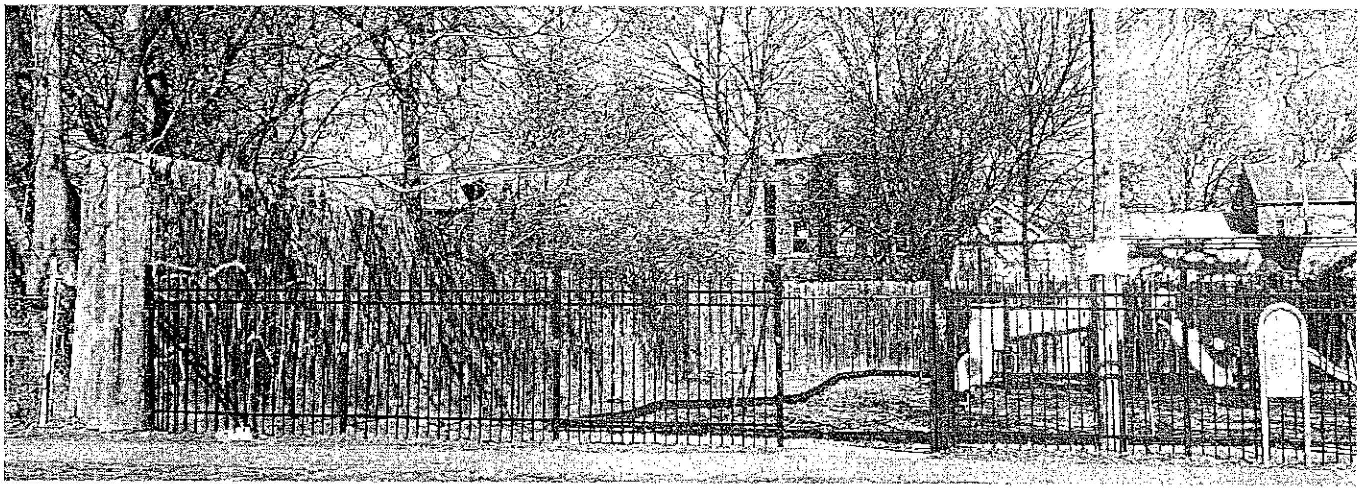
____
MICHELLE KELSON
Corporation Counsel

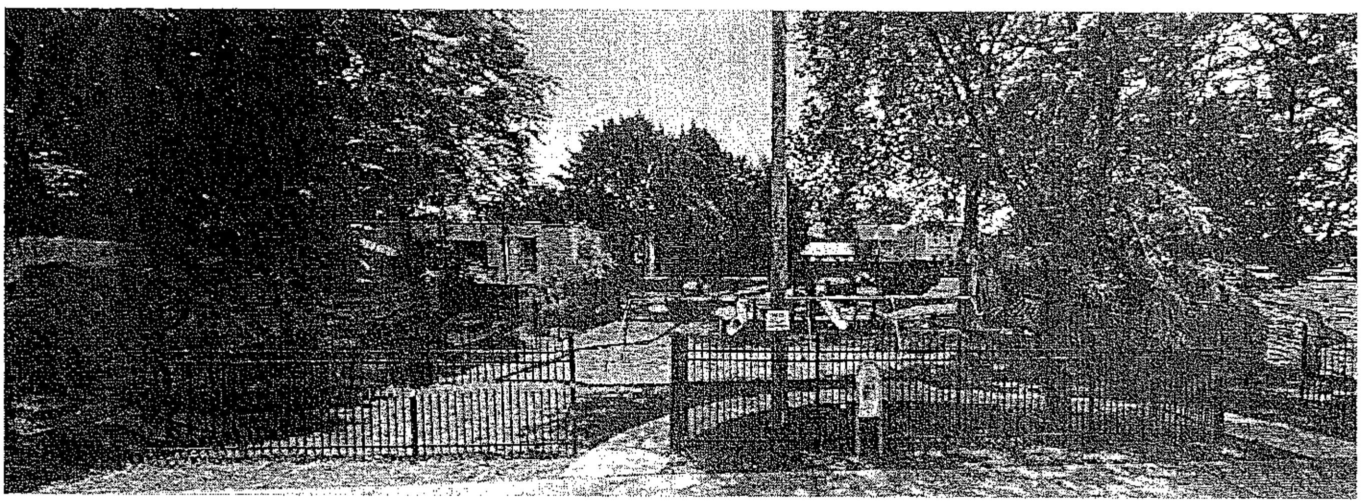
____
KATHRYN MACK
City Comptroller

Mini Grant Proposal – Hasbrouck Street Park

Executive Summary

The Hasbrouck Street Park project is to renovate the park, with the ESPRI mini-grant. This renovation will make it a destination to the neighborhood. It will create a beautiful and safe space for children and famili play safely, enjoy the playground equipment, and socialize in a space that is safe to use and inviting. A pi words, here is a current picture of the park and the is a rendition of the possibilities of the space. The ES possible, it's the only option to make this transformation become a reality, within the current realms of tl



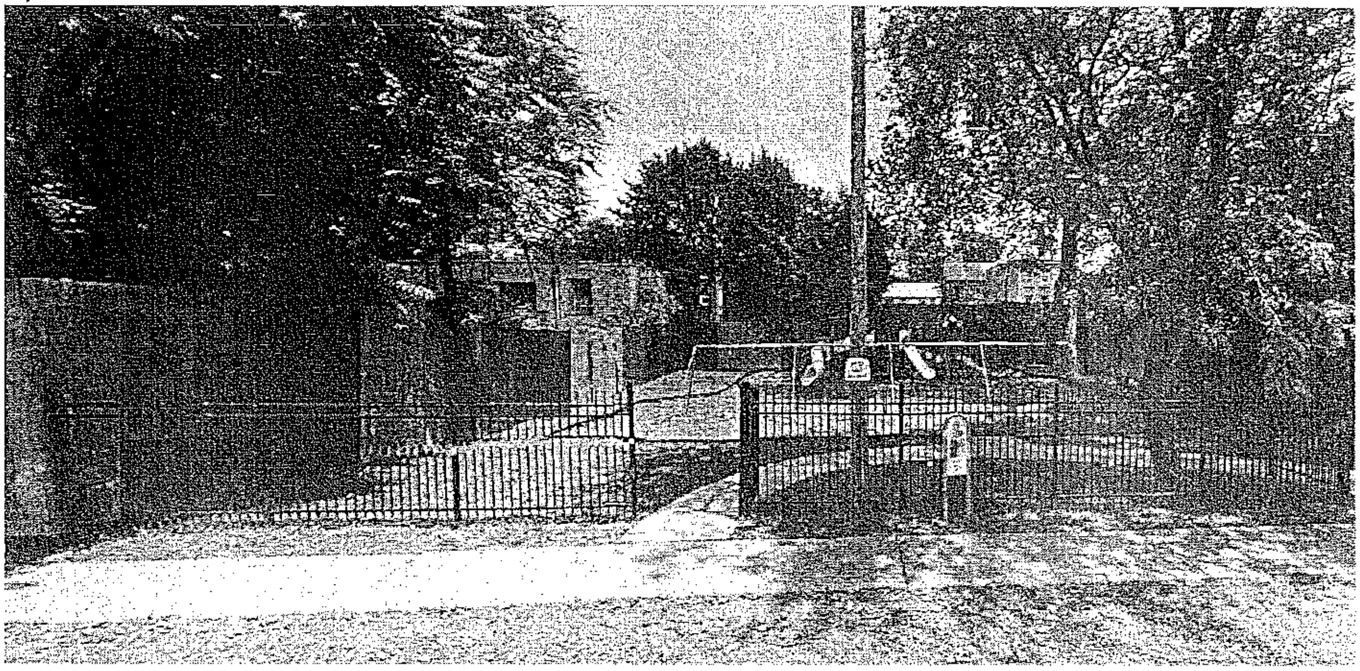


Statement of Need

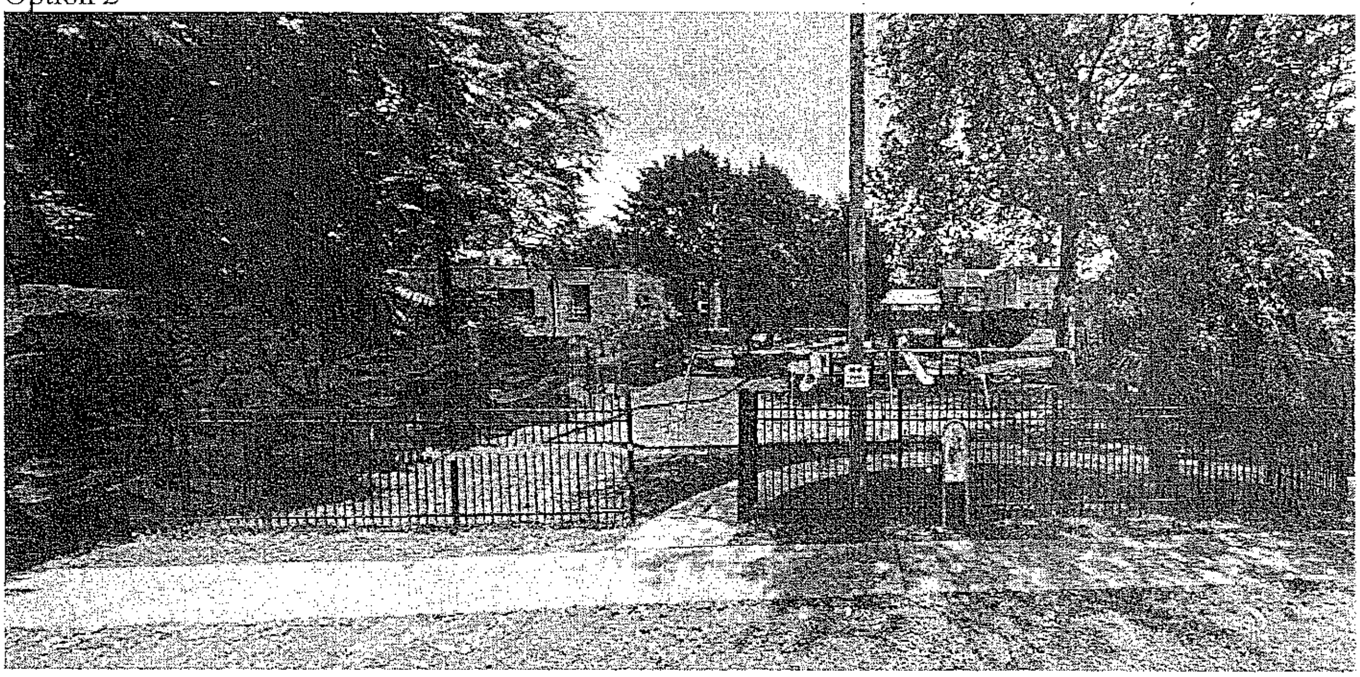
The Hasbrouck Street Park project, will transform the park from its current unsafe, unfriendly, and blighte and beautiful space for parents and their young children to play and enjoy. The project will include renov providing safe landing from the equipment - with a wood chip infill, repairs to the damaged sections of th walls, grounds keeping, and the addition of color to the walls. We are proposing two options for the walls are attached below: option one – will be completed with this grant, option two – this option is possible as for an artist to work with us on this plan. In addition, this project will also provide opportunities for the co together to volunteer to build something together.

The Hasbrouck Street Park is currently in an unfinished state. It is not frequently used by parents and chil The renovation of this park, with the ESPRI mini-grant, if awarded, will transform the park and make it a d neighborhood residents. It will also be a destination as people tour the Historic Newburgh. The two atta the potential of the park. This section of the community is surrounded by buildings and property that ma dull and bleak. This project will create an oasis among all the other spaces within this neighborhood. The place for children to play and socialize, as well as their parents.

Option 1



Option 2



Project Description

The Hasbrouck Street Park project will be approximately ten (10) weeks long. One portion of the outreacl engagement. This was needed to confirm the needs of the park and the willingness of the community to Resident, Tamie Hollins has already committed to the project and will be a key leader for community eng The official project will start within two weeks of the award. We have a small of committed volunteers th including Best Resource Centers Inc. Our plan is to recruit 15- 25 people to assist in the project. We have labor that is needed, and this will be procured at the time of the repairs to the walls. The plan is: to clean walls and equipment, which can occur simultaneously. The grounds keeping is next to prepare the areas infill, then place the infill in the areas of the play structure and the swings. The painting of the walls will s take up to four weeks to complete. We will provide an announcement by week six or seven on the Ribbo reopening of the park. Below is a chart for the timeline for the entire project.

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9
Outreach & Volunteer recruitment	✓	✓	✓						
Clean up of the park			✓	✓					
Repairs to the walls				✓	✓	✓			
Repairs to the equipment				✓	✓	✓			
Grounds keeping					✓	✓			✓
Installation of the wood chip infill						✓	✓	✓	✓
Painting of the walls						✓	✓	✓	✓
Ribbon Cutting									

The project outcome will be measured through multiple results:

1. The number of volunteers committed to be part of the project.
2. Completion of the project within the timeline.
3. Completion of all items committed in the proposal.
4. The visual and artistic appeal.
5. The usage of the park, this will be seen in two parts, at the ribbon cutting and as an ongoing activit

Conclusion

The Hasbrouck Street Park has been neglected, is underutilized and is unsafe. This project will bring color and life safety to the children who will enjoy the park. It will provide an enormous impact and create a destination for the f children who desperately needs a place to play and socialize.

This grant will make the project possible, there is no project without the grant, the grant will provide the material a project, it also brings recognition to the community and those who will contribute their time to the project. Additic as a platform for future grants and fundraising to provide for the other needs of the space, including future upkeep

This project is in direct alignment with the Empire State Poverty Reduction Initiative, it focuses in the development through volunteers and use of the renovated park. The project empowers Newburgh residents to work alongside e with local organizations, like Best Resource Centers Inc, and others. The project will be something that each and ev organizations involved can and will be proud off. This project will not only transform and elevate the neighborhooc as a whole.

Attachments & Notes:

Attachments:

1. Budget Plan
2. Letter of support from Vera Best, Best Resource Centers Inc, the sponsoring not for profit.
3. Letter of support from The City of Newburgh
4. Letter of support from the The Center For People Development Inc, a community and people development

Notes:

The following community Residents are already committed to this project:
Vera Best, Resident & Executive Director, Best Resource Centers Inc.
Tamie Hollins, Resident
Alvin Moonesar, Resident & Managing Partner, Newburgh on the Hudson LLC | Executive Director, The Center For I

Additional Volunteers & Resources:
Denise Zimmer, Principal, Be the Good LLC
Rhonda, Student – Rutgers University
Joseph Goldstein, Principal, JGA Architects

Attachment 1 – Budget.

Hasbrouck Street Park Mini Grant Budget

Hasbrouck Street Park Budget			
Revenue		Project	
ESPRI Mini Grant	$	14,000	$
Other Sources(including In-Kind)	$	2,500	
Total Revenue	$	16,500	$
Expenses		Project	
Lumber	$	2,500	$
Hardware Items	$	800	$
Wood Chips	$	2,000	$
Paint	$	2,000	$
Misc	$	400	$
Program Materials/Supplies	$	7,700	$
Powerwash, including supplies	$	1,500	$
Carpenter	$	3,200	$
Groundkeeping - including trash haul away	$	1,500	$
Labor and contracted Services	$	6,200	$
Subtotal	$	13,900	$
Administrative Cost	$	2,600	$
Total Expenses	$	16,500	$