A regular meeting of the City Council of the City of Newburgh was held on Tuesday, May 29, 2018 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Pastor Robinson with the Newburgh and New Beginnings Ministry followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Harvey presiding; Councilman Grice Councilman Jacobson, Councilwoman Mejia (arrived at 7:11 p.m. after roll call), Councilwoman Monteverde, Councilwoman Rayford (arrived at 8:10 p.m. after roll call), Councilwoman Sofokles - 7

COMMUNICATIONS

Approval of the minutes of the meeting of May 14, 2018

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Monteverde, Sofokles, Harvey - 5
Carried

City Manager Update

City Manager, Michael Ciaravino wanted to recognize all of our departments and the work they did with getting us through this last tornado with a few key points. He believes the City of Newburgh's roads were open before many others in the Hudson Valley and he saw a tremendous level of dedication from our DPW teams working with our Water Department and Engineering Department with staff on hand and they did an amazing job. There are no words to describe the amount of damage that we experienced in the City or how quickly the departments worked to recover from it. It was humbling to see our communities pull together in a moment of need and take care of each other particularly in light of the tragedy and loss of human life. The residents did not depend on government but leaned into government and took care of themselves and each other and there was tremendous media coverage and an outpouring of charity. He wanted to recognize the American Red Cross and people at the Armory, especially Bill Kaplan and his team, because that became our makeshift housing center for what we had anticipated would be a tremendous need for emergency housing in the community. He thanked the Police Department and the Fire Department for the numerous ways in which they helped protect us during that storm with their presence on the streets and by responding to many calls for

assistance. He especially wanted to thank the residents and the departments for how they worked together. He also wanted to recognize Billy Joe's Ribworks who donated dinners on May 17th for forty people, Stella's Pizza for discounting their pies on May 16th by $5.00, Hudson Valley Brewery donated twenty-two cases of water and Rockland Bakery donated three boxes of donuts and two trays of cornbread. Jose Vasquez, Pastor of The Church at the Bridge called on the day of the event asking how he could help so he and his staff at the Ministry assisted with volunteer staffing at the Armory for temporary housing needs. He thanked the Orange County Emergency Management Team for all the ways in which they mobilized equipment including standby generators for both our sewer treatment plant and our water treatment plant. Our generators had been running almost at that point around seventy-two hours and while we expected these generators to last we were heartened to see the emergency delivery of these 500 kilowatt units for standby power for the critical needs of drinking water and the very important need to be able to process sewage to forestall any type of waterborne diseases. At the end of the day it was a great opportunity to see all of our departments working hard and integrating in a real time crisis. We have taken extensive notes on how to improve for the next crisis and with the climate change we expect that these events are going to occur with increasing frequency throughout the world. We expect to refine our process, *"Plan for the worst and hope for the best".*

During and after that storm on May 15th our Fire Department responded to over two hundred storm related incidents including people trapped in buildings and cars, fires in progress, gas leakage, gas related emergencies, electrical related emergencies and the structural collapse of many buildings. There were many incidents of high carbon monoxide readings inside buildings due to the heavy usage of generator power and the improper wiring with electrical systems which caused very unsafe conditions. Besides electrocution hazards for the utility workers trying to restore the power it was also the cause of fires as the power was restored and added to our already overburdened workload. The New York State Office of Fire Prevention Control assisted our Fire and Building Department crews with our wide-spread damage assessment. They ask for all residents to please prepare for the next storm with working smoke and carbon monoxide alarms. Check them monthly and take notice of the date of manufacture as smoke alarms have a maximum ten year life expectancy. If you use a generator during a power outage, make sure that the generator feeds into a transfer switch. If it does not, please contact the Fire Prevention Office for a list of licensed electricians to make corrections that will keep you safe as well as emergency responders. Please do not back feed your building's electrical system, which can create an extra risk of hazard by eating wires and causing entire structures to combust. Also, keep a supply of flashlights with extra batteries, bottled water and energy snacks. Keep all of your important papers in one place and try to ensure that the container they are stored in will protect against fire and water and is easily accessible in the event of an emergency. For insurance claims, make a video or digital photo inventory of all of your possessions, which will make filing a claim with your insurance company easier resulting in a quicker settlement. After a storm, please remember to check on your neighbors, especially the elderly and treat all downed trees and wires as if they are live and have electricity flowing through them. There may be wires that are not noticed and could possibly be tangled in a downed tree. Do not assume if a tree is down that it has already been reported as they would rather have excessive calls on the same downed tree with wires than have no information on it and someone gets electrocuted. Do not ever attempt to move a downed wire and notify the Fire Department immediately. If you hear an alarm, smell smoke or see a wire down, call the Fire Department. Again, we would rather have

multiple calls on the same emergency than have everyone assume someone else did it. We will continue to refine our plan and ask the community to assist us by doing what we observed to be an exceptional job with this last tornado and we thank you for that.

In the Police Department we are finalizing our plans for our first Junior Academy Summer Camp which will be held during the week of August 13th at the Activity Center. Lunches will be provided by the School District and Legislator Lujan has secured funding for t-shirts with our itinerary for the week including Lectures, demonstrations, trips to City Court and the Orange County Police Academy, as well as a day long trip to Catamount Arial Adventure Park in Massachusetts. Attendees will be graduates from previous youth police initiative classes that have indicated they are very interested in additional programming from our department and we are very excited about this interest. In our continued efforts to combat narcotics trafficking in the City of Newburgh, on May 16th a Search Warrant was conducted at Liberty Square Apartments, which resulted in the seizure of fifty-three grams of cocaine, thirty-two grams of marijuana and $11,300.00 in cash. On May 17th a Search Warrant was conducted at 198 Broadway which resulted in the seizure of one hundred thirteen grams of cocaine and $2,700.00 in cash.

In the Engineering Department we held a kickoff meeting on May 15th to review all project schedules and access for the Sewer Regulator Number 2 upgrades as part of our long term control plan. This plan is required as part of our agreement with the New York State DEC to work towards separating our sewage from our rain water decreasing the raw sewage that flows into the Hudson River during high storm events. This project will involve structural modifications to the sewer regulator and the installation of real time controls to reduce the frequency and duration of combined sewer overflows to the Quassaick Creek and the Hudson River. Construction of the project will be completed by March of 2019. With regard to the South Water Street Sewer Separation Project, which is also part of the Long Term Control Plan Phase II, we are pleased to report that the majority of the construction work has been completed and the new main and pump station are actively in service which has ended a one hundred plus year discharge of raw sewage into the Hudson River. In the coming months our DPW will remove the temporary pump station and equipment constructed to contain sewer discharges during dry weather while the new permanent sewer main and pump station was constructed. New York State DEC's New York Alert Training was held on May 16th in Westchester, which our Engineering staff attended using the newly improved alert system. This system provides a public notification platform for various related issues and provides municipalities with a way to inform the public about sanitary and combined sewer overflows. A New York alert is required to be filed by a municipality within two hours of discovery of each and every sewage overflow. In regard to the Washington Lake spillway reconstruction, the City's contractor conducted borings in the area of Washington Lake's spillway to obtain the soil profile underneath the existing spillway. This investigative work is necessary to facilitate the redesign of what we know is a structurally deficient spillway as the original spillway was constructed of twenty inch thick reinforced concrete that has eroded significantly along its length. Design work is ongoing for future construction of a new spillway. A spillway is important when the water inside of the reservoir reaches a certain level and needs to spill over before encrusting above the earthen dam, which could risk a catastrophic failure of the reservoir earthen dam. The importance of reconstructing this spillway is not only to manage its capacity but also to meet design specifications required by the DEC. Currently the DEC is remobilizing those towers on Route 300 because we believe they were removed

prematurely before we worked our way through a number of issues relating to the toxicity of Washington Lake's water. With each of these storms the water level has risen again so we expect within the next week to have the pumps installed to draw the water down and keep it below that concerned level that we are at right now risking an overflow beyond the capacity of our spillway if we should get a series of storms. We thank the DEC for moving quickly on that urgency. The Washington Lake dam former gate house investigation was done on May 22nd when divers entered water below the dam known as the Lockwood Basin and surveyed the dam embankment located by the water line. The divers discovered two submerged eighteen inch outlet pipes originating from the former gatehouse that were previously unknown to any of us. The Engineering Department is developing a plan to properly abandon these submerged pipes and divers also investigated what was assumed to be the remains of a former intake structure located directly in the middle of the Lockwood Basin. The divers confirmed that this was a former intake structure for the water body and it is in a state of disrepair and is no longer in use. The divers also found the remains of an outlet structure along the west side of Lockwood Basin and the Engineering Department is currently searching for records in an attempt to learn more about this structure submerged below the water and to correlate it with these findings.

The Water Department will have an open house and tour on June 9th from 10:00 a.m. to 12:00 p.m. so please call (845) 565-3356 to schedule a tour as all are invited. The 2017 City of Newburgh Water Quality Report has been completed and was added to the City's Website and Facebook page. The highlights include that the City of Newburgh had no violations and we produced in 2017 over 1.3 billion gallons of water. This was a twenty percent decrease in water produced from the year before and thanks to our aggressive leak detection program the City produced last year a savings of almost three hundred million gallons of water each day which is a remarkable statistic. The New York State Department of Health has a free water test for all New York residents for lead so please check their website. If anyone has not yet been tested for PFOS, the New York State Department of Health will still test anyone who has consumed our water.

In Economic Development there is a Small Business Workshop called "Access to Capital and Understanding your Credit" at 2 Alices Coffee Shop on June 28th, August 7th and October 2nd. There will also be a faith based non-profit organization Workshop on June 18th from 9:00 a.m. to 3:00 p.m. at 401 Washington Street. There will be a Summer Film Festival at Safe Harbors Green in July once a week on Thursdays at 8:00 p.m. with free popcorn served. There will be a Vision Plan Workshop on Wednesday, May 30th at the Newburgh Free Library, 124 Grand Street from 6:30 p.m. to 8:30 p.m. We need your input to create a vision and to help us develop our goals for the City of Newburgh's future so participation is essential for the City to understand key issues and opportunities for creating a vision and long-term goals for a sustainable community. Key topics include social well-being, governance, housing, natural environment, economic development, transportation and municipal services. This is the second of three Workshops and the objective is to hear from the community.

City of Newburgh
City Comptroller's Office

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Kathryn Mack
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TO: Michael Ciaravino, City Manager
Mayor – Torrance Harvey

Councilman – Anthony Grice
Councilman – Jonathan Jacobson
Councilwoman – Karen Mejia
Councilwoman – Ramona Montverde
Councilwoman – Hillary Rayford
Councilwoman – Patricia Sofokles

FROM: Kathryn Mack, City Comptroller

DATE: May 29, 2018

SUBJECT: City of Newburgh Financials – April 2018

Below are the highlights for the City of Newburgh revenue and expense activity for the period of Jan-April 2018.

General Fund Revenue

From January to April 2018, the City of Newburgh collected $16.2 million dollars out of the annual revenue budget of $44.7 million. Of the $16.2 million collected, $11.1 million was for Real Property Taxes and PILOT Payments. The remaining $5.1 m was a combination of departmental income and inter-fund transfers.

The City has collected approximately $732 thousand dollars more in FY2018 compared to collections from January to April in FY 2017.

YTD-April 2018 Revenue Highlights:

Revenue Source	Collected thru April 2018	Increase from Prior Year thru April 2017
Property Sales Tax	$10.6m	$367k
Sales Tax -1Q	$ 2.5m	$90k
Consumer Utility/ Utilities Gross Receipt/ Franchise Fees	$548k	$78k
Metered Parking	$38k	$25k
Meter Fines/ Parking Violation Fines	$260k	$83k
Safety Inspection/ Vacant Registry Inspect.	$106k	$32k
Electric Licenses/Permits	$19k	$12k

Areas of concern:

Revenue Source	Collected thru April 2018	Decrease from Prior Year thru April 2017
Building Permits	$58k	$80k

General Fund Expense

For the month of April, the City of Newburgh expended $13.3 million or 29.8% of the 2018 FY expense budget.

Overall, Department spending projections are within the Adopted 2018 Budget appropriations with the exception of Police and Fire overtime.

Police and Fire Overtime:

The Finance department has worked with the Police and Fire department to develop a process for identifying overtime drivers, which we have used to present the hours and pay in a summarized way. While both department overtime expenses are within the 2018 appropriated budgets through the 2nd payroll in May, year-end projections anticipate that both departments will exceed budget appropriations.

(Please refer to Overtime Packages)

The Finance office is currently reviewing the Fire and Police budgets to identify potential savings due to position vacancies and/or reduce "other services" budget lines within the respective departments to offset the exposure.

Enterprise Fund Revenue

For the month of April 2018, the Enterprise Funds (Water, Sewer and Sanitation) generated approximately $5m in revenue.

Water and Sewer bills for 1st quarter met expected revenue assumptions. 2nd Qtr. billings are scheduled to go out early July 2018.

The Sanitation 1st and 2nd quarter billing also met expected revenue assumptions and 3rd Qtr. billing will also go out in July 2018.

Enterprise Fund Expense

For the month of April 2018, Enterprise Funds expended $3.2m. Overall, Enterprise funded departments are spending and are projected to stay within the approved budget appropriations.

Trust and Agency Accounts

- **Misc Donations**
  - CAC (former Shade Tree) - $1371
  - ShotSpotter Donations -$950

- **Police**
  - Police Evidence - $80,493
  - Federal Seizure - $9,045
  - State Seizure - $56,369
  - Police Bicycle - $552
  - Police Donations - $187
  - Misc. Fire Dept. - $2.634
  - Auxiliary Police - $2,035

- **Celebrations**
  - Puerto Rican Day - $80
  - International Festival -$9,036
  - Fireworks - $2,634
  - Memorial Day - $91

- **Other**
  - City Youth –Programs and Events -$2,500
  - Fencing for City Owned Properties - $2,500
  - Civil War Monument - $25,000
  - Vacant Building Bonds - $860k
  - Landlord Registry - $364k

Finance

- *FY 2017 Audit*
  - We are expecting a draft for the next meeting.

- *Water Emergency Expenses and Reimbursement*
  - *Purchase of Aqueduct Water*
    - *Jun to Dec 2016 – $3,550,950*
    - *Jan to Dec 2017 – $2,130,839*
    - *Jan 2018 - $153,784*
  - *Other PFOS Emergency related expenses*
    - *FY 2016 - $279k*
    - *FY 2017 – $173K*
    - *FY 2018 - $88k*

CITY OF NEWBURGH
2018 GENERAL FUND BUDGET VARIANCE REPORT
January 1 Through April 30, 2018

	YTD Adopted Budget	YTD Modified Budget	Actual as of April 30, 2018	YTD Budget Variances Modified/Actual	% to Budget
REVENUES:					
Appropriated Fund Balance	$ 611,956	$ 611,956	$ -	$ (611,956)	0.00%
Real Property Taxes	19,904,325	19,904,325	10,600,424	(9,303,901)	53.26%
Real Property Tax Items	1,480,051	1,480,051	528,533	(951,518)	35.71%
Non-Property Tax Items	11,664,800	11,664,800	3,098,672	(8,566,128)	26.56%
Departmental Income	1,034,150	1,034,150	335,173	(698,977)	32.41%
Charges for Svcs to Other Govt's	174,525	174,525	60,000	(114,525)	34.38%
Use of Money & Property	161,600	161,600	62,094	(99,506)	38.42%
Licenses & Permits	322,150	322,150	112,521	(209,629)	34.93%
Fines and Forfeitures	638,200	638,200	304,514	(333,686)	47.71%
Miscellaneous	381,337	381,337	94,438	(286,899)	24.76%
Interfund Revenue	2,505,055	2,505,055	958,331	(1,546,724)	38.26%
State Funding	4,892,752	4,892,752	38,333	(4,854,419)	0.78%
State Aid-Transportation	860,000	860,000	0	(860,000)	0.00%
Federal Aid-Public Safety	20,000	20,000	37,262	17,262	186.31%
Total Revenues	$ 44,650,901	$ 44,650,901	$ 16,230,295	$ (28,420,606)	36.35%
APPROPRIATIONS					
General Government Support	6,143,646	6,092,101	1,642,881	4,449,220	26.97%
Public Safety	14,650,085	14,675,941	4,361,293	10,314,648	29.72%
Transportation	2,257,304	2,335,589	512,950	1,822,639	21.96%
Culture and Recreation	983,217	983,162	212,413	770,749	21.61%
Home and Community Services	280,179	329,123	76,412	252,711	23.22%
Employee Benefits	14,501,716	14,501,716	4,392,997	10,108,719	30.29%
Debt Service	3,995,316	3,995,316	287,314	3,708,002	7.19%
Interfund Transfers	1,839,438	1,839,438	1,839,438	0	100.00%
Total Appropriations	$ 44,650,901	$ 44,752,386	$ 13,325,698	$ 31,426,688	29.78%
Appropriations/Revenue	$ -	$ (101,485) [1]	$ 2,904,597		

[1] Represents 2017 encubrances/PO brought forward in 2018

CITY OF NEWBURGH
2018 WATER FUND BUDGET VARIANCE REPORT
January 1 Through April 30, 2018

	YTD Adopted Budget	YTD Modified Budget	Actual as of April 30, 2018	YTD Budget Variances Modified/Actual	% to Budget
REVENUES:					
Appropriated Fund Balance	$ -	$ 100,000 [2]	$ -	$ (100,000)	0.00%
Departmental Income	5,869,881	5,869,881	1,579,383	(4,290,498)	26.91%
Miscellaneous	231,747	231,747	84,505	(147,242)	36.46%
PFOS Expense Reimbursement	0	0	64,036	64,036	0.00%
Catskil DEC Reimbursement	0	0	0	0	0.00%
Total Revenues	$ 6,101,628	$ 6,201,628	$ 1,727,924	$ (4,473,704)	27.86%
APPROPRIATIONS					
Salaries	1,310,791	1,317,410	328,332	989,078	24.92%
Benefits	976,793	969,522	268,603	700,919	27.70%
Equipment	188,750	204,524	35,266	169,258	17.24%
Services	954,029	1,059,978	353,306	706,671	33.33%
Miscellaneous	442,457	442,457	141,645	300,812	32.01%
Interest	367,930	368,052	47,604	320,448	12.93%
Principal	782,782	782,782	0	782,782	0.00%
Interfund Charges	1,078,096	1,078,096	483,547	594,549	44.85%
Total Appropriations	$ 6,101,628	$ 6,222,821	$ 1,658,303	$ 4,564,518	26.65%
Appropriations/Revenue	$ -	$ (21,193) [1]	$ 69,621		

[1] Represents 2017 encubrances/PO brought forward in 2018

[2] Represent Council Authorization of increase to fund balance as per resolution 63-2018

CITY OF NEWBURGH
2018 SEWER FUND BUDGET VARIANCE REPORT
January 1 Through April 30, 2018

	YTD Adopted Budget	YTD Modified Budget	Actual as of April 30, 2018	YTD Budget Variances Modified/Actual	% to Budget
REVENUES:					
Appropriated Fund Balance	$ 217,083	$ 217,083	$ -	$ (217,083)	0.00%
Departmental Income	5,000,306	5,000,306	1,303,621	(3,696,685)	26.07%
License and Permits	27,500	27,500	11,500	(16,000)	41.82%
Miscellaneous	940,415	940,415	307,912	(632,503)	32.74%
Total Revenues	$ 6,185,304	$ 6,185,304	$ 1,623,033	$ (4,562,271)	26.24%
APPROPRIATIONS					
General Government Support	440,033	440,033	98,890	341,143	22.47%
Public Safety	330,127	330,127	73,739	256,388	22.34%
Transportation	371,543	338,466	11,714	326,752	3.46%
Culture and Recreation	2,603,072	2,658,622	573,798	2,084,824	21.58%
Home and Community Services	258,753	252,753	0	252,753	0.00%
Employee Benefits	238,361	238,361	2,783	235,578	1.17%
Debt Service	518,538	518,538	2,500	516,038	0.48%
Interfund Transfers	1,424,877	1,424,877	599,140	825,737	42.05%
Total Appropriations	$ 6,185,304	$ 6,201,777	$ 1,362,564	$ 4,839,213	21.97%
Appropriations/Revenue	$ -	$ (16,473) [1]	$ 260,469		

[1] Represents 2017 encubrances/PO brought forward in 2018

CITY OF NEWBURGH
2018 SANITATION FUND BUDGET VARIANCE REPORT
January 1 Through April 30, 2018

	YTD Adopted Budget	YTD Modified Budget	Actual as of April 30, 2018	YTD Budget Variances Modified/Actual	% to Budget
REVENUES:					
Appropriated Fund Balance	$ -	$ -	$ -	$ -	0.00%
Departmental Income	3,210,100	3,210,100	1,664,618	(1,545,482)	51.86%
Miscellaneous	29,602	29,602	8,657	(20,945)	29.24%
Total Revenues	$ 3,239,702	$ 3,239,702	$ 1,673,275	$ (1,566,427)	51.65%
APPROPRIATIONS					
Salaries	911,357	882,874	234,204	648,671	26.53%
Benefits	713,188	719,188	236,171	483,017	32.84%
Equipment	0	0	0	0	0.00%
Services	942,039	970,926	237,966	732,960	24.51%
Miscellaneous	3,500	3,500	(1,197)	4,697	-34.19%
Debt Principal	6,812	6,812	0	6,812	0.00%
Debt Interest	28,806	28,806	0	28,806	0.00%
Interfund Charges	634,000	634,000	202,683	431,317	31.97%
Total Appropriations	$ 3,239,702	$ 3,246,106	$ 909,827	$ 2,336,279	28.03%
Appropriations/Revenue	$ -	$ (6,404)	$ 763,448		

City of Newburgh
Fire Overtime Summary
2017 vs 2018 Comparison
*Excludes HR - OT & FLSA

Fire Department Personnel	2017 Through PW 20 (5/11/17)	2018 Through PW 20 (5/10/18)	Variance	%
Overtime $$*	$ 244,510	$ 263,354	$18,844	7.71%
Overtime Hours*	4,433	$ 4,595	162	3.65%
Breakdown by Employee Type				
Asst Chief $$	$ 58,180	$ 68,623	$10,443	17.95%
Asst Chief Hours	938	1069	131	13.97%
Captain $$	$ 42,526	$ 60,026	$17,500	41.15%
Captain Hours	720	1010	290	40.28%
Lieutenant $$	$ 89,459	$ 80,429	-$9,030	-10.09%
Lieutenant Hours	1,590	1424	-166	-10.44%
Fire Fighters $$	$ 46,277	$ 37,790	-$8,487	-18.34%
Fire Fighters Hours	1,050	813	-237	-22.57%
Fire Equipment Mechanic $$	$ 8,068	$ 16,486	$8,418	104.34%
Fire Equipment Mechanic Hours	137	280	143	104.38%

Fire Department Dispatch	2017 Through PW 20 (5/11/17)	2018 Through PW 20 (5/10/18)	Variance	%
Overtime $$	$ 23,432	$ 18,834	-$4,598	-19.62%
Overtime Hours	729	540	-189	-25.93%

*PW= Payweek 20 ends 5/10/18
*PW= Payweek 20 ends 5/11/17

Fire Dept OT - Key

Categories	Description	Key
Fire Alarm		
	IT	
	Police	
	Fire	
Covering the line		
	Time Due	TD
	Personal Day	PD
	Sick Leave	SL
	Union Release	UR
	Berevment Leave	BL
	Hold Over	HO
	School	SCH
	Vacation Time	VAC
	Hour Reduction Time	HR
	Military Time	ML
	Jury Duty/Court	CT

City of Newburgh
FD- General Fund Only OT
Updated as of PR20

Worked Department	(Multiple Items)
Worked Cost Center	(Multiple Items)
Pay Code	(Multiple Items)

Comptroller Breakdown	Hours		Estimated Payout
Covering the line-VAC	1,320.00	$	75,786.5
Covering the line-TD	1,352.00	$	74,358.7
HR OT- Contractual	**1,312.00**	**$**	**65,472.1**
Covering the line-SL	632.00	$	33,623.3
Covering the line-AL	352.00	$	20,186.7
Covering the line-PD	257.00	$	15,260.2
Dispatch	275.50	$	10,056.0
Call Back;Inc#171	167.00	$	9,997.8
Covering the line-ML	144.00	$	7,788.4
Covering the line-HR	134.00	$	7,721.4
Administrative	63.00	$	4,089.3
Covering the line-SCH	60.50	$	3,336.5
Weather Emergency	72.00	$	3,012.0
Mutual Aid	40.00	$	2,604.1
Covering the line-BL	47.50	$	2,399.4
Covering the line-UR	39.00	$	2,282.2
Call Back;Inc#0235	28.00	$	1,625.6
Call Back;INC#0840	20.00	$	1,213.9
Mechanic	24.00	$	1,209.2
Call Back	17.00	$	1,190.7
Covering the line-VAC & TD	24.00	$	792.6
Fire Alarm	18.00	$	787.6
Training	12.00	$	672.9
Call back;Inc#384	10.00	$	643.3
Call Back;Inc#1040	8.00	$	496.5
Holdover	3.00	$	168.6
Fire Investigation	2.00	$	157.0
Call Back;INC#0557	2.00	$	149.5
Cause & Origin	2.00	$	149.5
Theater Duty-Armory	4.00	$	143.6
Call Back;Inc#1024	1.00	$	39.5
Holdover;Inc#0483	0.50	$	20.9
Grand Total	**6,443.00**	**$**	**347,435.8**

City of Newburgh
FD- General Fund Only OT
Updated as of PR20

Worked Department	(Multiple Items)
Worked Cost Center	(Multiple Items)
Pay Code	(Multiple Items)

Job Description	Comptroller Breakdown	Hours		Estimated Payout
Fire Lieutenant	Covering the line-TD	391.50	$	21,953.0
	Covering the line-VAC	384.00	$	21,532.4
	HR OT- Contractual	**212.00**	**$**	**11,887.7**
	Covering the line-AL	192.00	$	10,766.2
	Covering the line-SL	170.00	$	9,532.6
	Covering the line-ML	75.00	$	4,205.6
	Covering the line-HR	60.00	$	3,364.4
	Covering the line-PD	59.00	$	3,308.4
	Call Back;Inc#171	21.50	$	1,429.9
	Covering the line-SCH	13.00	$	729.0
	Training	12.00	$	672.9
	Covering the line-BL	12.00	$	672.9
	Mutual Aid	8.50	$	635.5
	Call Back	4.00	$	299.1
	Covering the line-UR	5.00	$	280.4
	Administrative	4.00	$	224.3
	Cause & Origin	2.00	$	149.5
	Call Back;Inc#1040	2.00	$	149.5
	Call Back;INC#0840	2.00	$	149.5
	Call Back;INC#0557	2.00	$	149.5
Fire Lieutenant Total		**1631.50**	**$**	**92,092.3**
Asst. Fire Chief	Covering the line-VAC	480.00	$	30,336.7
	Covering the line-TD	268.50	$	17,040.7
	HR OT- Contractual	**160.00**	**$**	**9,891.4**
	Covering the line-PD	136.00	$	8,719.5
	Covering the line-SL	96.00	$	6,090.7
	Administrative	27.00	$	1,980.9
	Call Back;Inc#171	23.00	$	1,792.8
	Covering the line-SCH	24.00	$	1,483.7
	Mutual Aid	6.00	$	529.2
	Call Back;INC#0840	2.00	$	164.9
	Call Back	2.00	$	164.9
	Call back;Inc#384	2.00	$	164.9
	Holdover	2.50	$	154.6
Asst. Fire Chief Total		**1229.00**	**$**	**78,514.7**

City of Newburgh
FD- General Fund Only OT
Updated as of PR20

Worked Department	(Multiple Items)
Worked Cost Center	(Multiple Items)
Pay Code	(Multiple Items)

Job Description	Comptroller Breakdown	Hours		Estimated Payout
Firefighter	**HR OT- Contractual**	**780.00**	**$**	**34,272.6**
	Covering the line-TD	192.00	$	8,713.1
	Covering the line-SL	188.00	$	8,408.6
	Call Back;Inc#171	100.50	$	5,244.3
	Weather Emergency	72.00	$	3,012.0
	Covering the line-VAC	48.00	$	2,243.5
	Mutual Aid	25.50	$	1,439.4
	Dispatch	26.00	$	1,212.8
	Call Back;Inc#0235	22.50	$	1,193.8
	Covering the line-ML	24.00	$	933.4
	Covering the line-PD	17.00	$	828.9
	Fire Alarm	18.00	$	787.6
	Covering the line-BL	15.50	$	755.8
	Call Back;INC#0840	14.00	$	742.6
	Covering the line-SCH	14.00	$	564.5
	Mechanic	12.00	$	502.7
	Call Back;Inc#1040	6.00	$	346.9
	Call Back	6.00	$	334.2
	Call back;Inc#384	6.00	$	321.5
	Theater Duty-Armory	4.00	$	143.6
	Call Back;Inc#1024	1.00	$	39.5
	Holdover;Inc#0483	0.50	$	20.9
Firefighter Total		**1592.50**	**$**	**72,062.0**
Captain	Covering the line-TD	332.00	$	19,547.5
	Covering the line-VAC	192.00	$	11,304.6
	HR OT- Contractual	**160.00**	**$**	**9,420.5**
	Covering the line-AL	132.00	$	7,771.9
	Covering the line-SL	120.00	$	7,065.3
	Covering the line-HR	50.00	$	2,943.9
	Covering the line-ML	45.00	$	2,649.5
	Covering the line-PD	37.00	$	2,178.5
	Administrative	32.00	$	1,884.1
	Call Back;Inc#171	22.00	$	1,530.8
	Covering the line-UR	22.00	$	1,295.3
	Covering the line-SCH	9.50	$	559.3
	Call Back;Inc#0235	5.50	$	431.8
	Call Back	5.00	$	392.5
	Call Back;INC#0840	2.00	$	157.0
	Call back;Inc#384	2.00	$	157.0
	Fire Investigation	2.00	$	157.0
Captain Total		**1170.00**	**$**	**69,446.4**

City of Newburgh
FD- General Fund Only OT
Updated as of PR20

Worked Department	(Multiple Items)
Worked Cost Center	(Multiple Items)
Pay Code	(Multiple Items)

Job Description	Comptroller Breakdown	Hours		Estimated Payout
Dispatcher	Dispatch	249.50	$	8,843.2
	Covering the line-TD	120.00	$	4,278.4
	Covering the line-VAC	96.00	$	3,303.9
	Covering the line-SL	34.00	$	1,113.1
	Covering the line-VAC & TD	24.00	$	792.6
	Covering the line-BL	8.00	$	264.2
	Covering the line-PD	8.00	$	225.0
	Holdover	0.50	$	14.1
Dispatcher Total		**540.00**	**$**	**18,834.5**
Fire Equip Mech	Covering the line-VAC	120.00	$	7,065.3
	Covering the line-TD	48.00	$	2,826.1
	Covering the line-AL	28.00	$	1,648.6
	Covering the line-HR	24.00	$	1,413.1
	Covering the line-SL	24.00	$	1,413.1
	Mechanic	12.00	$	706.5
	Covering the line-UR	12.00	$	706.5
	Covering the line-BL	12.00	$	706.5
Fire Equip Mech Total		**280.00**	**$**	**16,485.8**
Grand Total		**6443.00**	**$**	**347,435.8**

City of Newburgh
Police Overtime Summary
2017 vs 2018 Comparison

Police Department Personnel	2017 Through PW 20 (5/11/17)	2018 Through PW 20 (5/10/18)	Variance	%
Overtime $$*	$ 412,152	$ 365,112	-$47,040	-11.41%
Overtime Hours*	7,874	6,880	-994	-12.62%
Breakdown by Employee Type				
Lieutenant $$	$ 45,045	$ 33,944	-$11,101	-24.64%
Lieutenant Hours	644	472	-172	-26.71%
Sergeant $$	$ 91,571	$ 76,175	-$15,396.00	-16.81%
Sergeant Hours	1,456	1179	-277	-19.02%
Detective $$	$ 88,972	$ 69,615	-$19,357	-21.76%
Detective Hours	1,639	1250	-389	-23.73%
Police Officer $$	$ 186,520	$ 185,378	-$1,142	-0.61%
Police Officers Hours	4,136	3,980	-156	-3.77%

Police Department Dispatch/Admin	2017 Through PW 20 (5/11/17)	2018 Through PW 20 (5/10/18)	Variance	%
Overtime $$	$ 37,514	$ 41,722	$4,208	11.22%
Overtime Hours	1,162	1125	-37	-3.18%

*PW= Payweek 20 ends 5/10/18
*PW= Payweek 20 ends 5/11/17

City of Newburgh

PD- General Fund Only OT
Updated as of PR20

Worked Department	(Multiple Items)
Worked Cost Center	(Multiple Items)
Pay Code	(Multiple Items)

Comptroller Breakdown	Hours		Estimated Payout
1;Patrol	2775.75	$	131,363.7
2;Supervisor	1270.5	$	83,933.2
4;Dispatch	1036	$	39,023.2
9;To be Reimbursed/Billed/O	691.5	$	36,911.1
COURT 113 HRS	730.5	$	36,645.3
8;Misc;K9 Maintenance	545	$	27,714.5
7;Investigations	369	$	20,725.8
5;Administrative	178	$	12,350.7
9;To be Reimbursed/Billed/R	179	$	8,013.8
Drug OT	127.5	$	6,725.5
8;Misc;Warrants	138.5	$	6,534.8
6;Training	105	$	6,081.9
3;Layover	129.75	$	6,048.7
9;To be Reimbursed/Billed/N	81.5	$	4,495.0
6;Training Homocide	62	$	3,461.5
8;Misc;Academy	80	$	2,507.4
8;Misc;SLA-Underage Drinkin	43	$	2,031.7
8;Misc;snow tows	36	$	1,656.1
9;To be Reimbursed/Billed/P	36.25	$	1,610.4
9;To be Reimbursed/Billed/S	27	$	1,313.0
9;To be Reimbursed/Billed/N	24	$	1,229.3
8;Misc;Data Master Repair	12	$	775.5
9;To be Reimbursed/Billed/R	15	$	768.3
8;Misc;Impact system merge	25	$	697.0
8;Misc;back up provided for	9.5	$	583.1
8;Misc;CJIS Validations	7	$	452.4
8;Misc;Payroll	13	$	439.9
8;Misc;Cover for Animal Cont	5.5	$	391.0
8;Misc/Fill in for Prisoner Att	8	$	292.9
8;Misc/test fire	3.75	$	242.3
8;Misc;Police escort for funer	4.5	$	222.7
8;Misc;Police Academy Instru	3	$	213.3
8;Misc;Internal Affairs Divisic	3	$	213.3
8;Misc;instruct Bicycle class a	3	$	193.9
8;Misc;Payroll/Warrants	2	$	67.7
8;Misc;meet with SSTF	1	$	55.8
8;Misc;Transport K9	1	$	49.5
Grand Total	**8782**	**$**	**446,035.0**

City of Newburgh
PD- General Fund Only OT
Updated as of PR20

Worked Department	(Multiple Items)
Worked Cost Center	(Multiple Items)
Pay Code	(Multiple Items)

Job Description	Comptroller Breakdown	Hours	Estimated Payout
Police Officer	1;Patrol	2486	$ 115,270.74
	8;Misc;K9 Maintenance	545	$ 27,714.49
	COURT 113 HRS	442.5	$ 19,927.57
	9;To be Reimbursed/Billed/OCDETF	236.5	$ 10,800.06
	9;To be Reimbursed/Billed/RRRP	179	$ 8,013.79
	3;Layover	125.75	$ 5,799.01
	8;Misc;Academy	80	$ 2,507.35
	Drug OT	53.75	$ 2,444.67
	8;Misc;snow tows	36	$ 1,656.08
	9;To be Reimbursed/Billed/Paradise City Film	36.25	$ 1,610.44
	8;Misc;SLA-Underage Drinking Detail	32	$ 1,417.55
	9;To be Reimbursed/Billed/Steelways Detail	27	$ 1,312.99
	9;To be Reimbursed/Billed/NFA	24	$ 1,229.29
	8;Misc;Warrants	23	$ 1,088.59
	5;Administrative	21	$ 1,037.81
	9;To be Reimbursed/Billed/MSMC	21.5	$ 977.51
	6;Training	22	$ 975.64
	9;To be Reimbursed/Billed/Rodeo/Armory	15	$ 768.31
	2;Supervisor	10	$ 646.24
	4;Dispatch	8	$ 292.91
	8;Misc/Fill in for Prisoner Attendant	8	$ 292.91
	7;Investigations	5.5	$ 262.24
	8;Misc;Police escort for funeral	4.5	$ 222.74
	8;Misc;instruct Bicycle class at the police academy	3	$ 193.87
	8;Misc;Transport K9	1	$ 49.50
Police Officer Total		**4446.25**	**$ 206,512.29**
Police Sergeant	2;Supervisor	946.5	$ 61,166.24
	9;To be Reimbursed/Billed/OCDETF	85	$ 5,493.01
	COURT 113 HRS	73.75	$ 4,765.99
	6;Training	35.5	$ 2,294.14
	8;Misc;Warrants	25	$ 1,615.59
	9;To be Reimbursed/Billed/MSMC	20	$ 1,292.47
	Drug OT	19.5	$ 1,260.16
	8;Misc;Data Master Repair	12	$ 775.48
	5;Administrative	11	$ 710.86
	8;Misc;CJIS Validations	7	$ 452.37
	8;Misc;back up provided for active shooter-chester	6	$ 387.74
	7;Investigations	5.25	$ 339.27
	1;Patrol	5.25	$ 339.27
	4;Dispatch	4	$ 258.49
	8;Misc/test fire	3.75	$ 242.34
	3;Layover	3	$ 193.87
Police Sergeant Total		**1262.5**	**$ 81,587.29**

City of Newburgh
PD- General Fund Only OT
Updated as of PR20

Worked Department	(Multiple Items)
Worked Cost Center	(Multiple Items)
Pay Code	(Multiple Items)

Job Description	Comptroller Breakdown	Hours	Estimated Payout
Detective II	9;To be Reimbursed/Billed/OCDETF	312	$ 17,419.11
	7;Investigations	246	$ 13,734.30
	COURT 113 HRS	199.5	$ 11,151.32
	1;Patrol	196	$ 10,942.77
	6;Training Homocide	62	$ 3,461.49
	Drug OT	50.25	$ 2,805.49
	6;Training	37	$ 2,065.73
	9;To be Reimbursed/Billed/MSMC	36	$ 2,009.90
	2;Supervisor	31	$ 2,003.33
	8;Misc;SLA-Underage Drinking Detail	11	$ 614.13
	5;Administrative	9	$ 502.47
	8;Misc;Warrants	9	$ 502.47
	8;Misc;back up provided for active shooter-chester	2.5	$ 139.58
	8;Misc;meet with SSTF	1	$ 55.83
	3;Layover	1	$ 55.83
Detective II Total		**1203.25**	**$ 67,463.75**
Dispatcher	4;Dispatch	1024	$ 38,471.77
	8;Misc;Warrants	2.5	$ 82.56
Dispatcher Total		**1026.5**	**$ 38,554.33**
Police Lieutenant	2;Supervisor	283	$ 20,117.39
	5;Administrative	137	$ 10,099.58
	7;Investigations	19.75	$ 1,403.95
	6;Training	10.5	$ 746.41
	8;Misc;Warrants	7.5	$ 545.59
	8;Misc;Cover for Animal Control	5.5	$ 390.97
	8;Misc;Police Academy Instructor Bicycle Class	3	$ 213.26
	9;To be Reimbursed/Billed/OCDETF	3	$ 213.26
	8;Misc;Internal Affairs Division-cases	3	$ 213.26
Police Lieutenant Total		**472.25**	**$ 33,943.67**
Detective I	7;Investigations	92.5	$ 4,986.08
	1;Patrol	88.5	$ 4,810.89
	9;To be Reimbursed/Billed/OCDETF	55	$ 2,985.65
	COURT 113 HRS	14.75	$ 800.45
	8;Misc;Warrants	13.5	$ 737.32
	Drug OT	4	$ 215.13
	9;To be Reimbursed/Billed/MSMC	4	$ 215.13
	8;Misc;back up provided for active shooter-chester	1	$ 55.83
Detective I Total		**273.25**	**$ 14,806.47**
Account Clerk	8;Misc;Warrants	58	$ 1,962.67
	8;Misc;Impact system merger	25	$ 696.97
	8;Misc;Payroll	13	$ 439.91
	8;Misc;Payroll/Warrants	2	$ 67.68
Account Clerk Total		**98**	**$ 3,167.23**
Grand Total		**8782**	**$ 446,035.03**

CITY OF NEWBURGH

Office of the Mayor

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Mayor Torrance R. Harvey

May 25, 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.

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

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Kelly Anderson, City of Newburgh said she was here on April 23rd with complaints about 58 Williamsburgh Drive and Steve Hunter. The next day she was ambushed with a conference call so she asked for a face-to-face meeting and when she came in there was only Jeremy and Chief Horton there. The City Manager was not there and he should have been but she has been waiting to hear from someone on what is going on. No one has come to look at the property to see if there is any truth to all of this so she handed out photos of the condition and the violations of this building to the Council. In the meantime, her ceiling is falling in and nothing is being done.

***Mayor Harvey said he was going to break protocol to address this immediately.*

Mayor Harvey said he has had several conversations with Ms. Anderson and our City Manager and she is correct that the City Manager should have been at that meeting so he is going to give him an opportunity to address this. We as a City Council aren't directly involved with these housing matters because they fall under the City Manager's responsibility as he is the power of authority over the Codes, Fire and Police Departments. The Council is the legislative body so we write and create laws but he is part of the executive body to enforce those laws. We were told this was being investigated and we would be advised of the findings.

City Manager, Michael Ciaravino said that following the Council meeting immediately the next day we had a joint conference call to determine a plan of action. The plan was to conduct an investigation and the legal advice provided to his office is that when it comes to an investigation we follow a certain protocol. Particularly when I may ultimately be the one that decides as a matter of first impression what is or is not factually correct. To both conduct and participate in the investigation and make a determination to the allegations of misconduct is actually a bridge that should not be conjoined. In setting up the conferences and the investigation it is true that we had our Acting Building Inspector, Chief Horton and Jeremy Kaufman from our Law Department conduct the investigation in a series of interviews. At last Thursday's Work Session we were planning to brief the Council on the status of the investigation but because of the tornadoes the week before that work has not yet been concluded. We acted quickly, promptly and most importantly in protocol directed by our Corporation Counsel for matters such as these. We take this matter seriously as we do any allegations involving the type of complaints that have been made by Ms. Anderson and one thing we cannot be accused of though is not acting quickly to get the investigation under way and to get the very first phone call to schedule times for all parties to be interviewed including City employees.

Mayor Harvey asked the City Manager for an estimated time on when his investigation will be concluded.

City Manager, Michael Ciaravino said they plan to be able to brief City Council in Executive Session at the next Work Session.

Councilman Grice said that is what he was going to ask for because based on these pictures he is not happy. That damage has been there and should not have passed a code inspection.

Councilwoman Sofokles said when they were given the list she pointed out that it was almost eighteen months to the day that she has had that property and it is not fixed up to code. Her understanding is that when you buy a city owned property and it is not fixed up in that period of time then you lose that property.

Councilwoman Monteverde asked how you get a Certificate of Occupancy if it doesn't pass inspection.

Michelle Kelson, Corporation Counsel said that when a property is sold there is eighteen months in which to address the rehabilitation but there is no an automatic change in title after the eighteen months pass. The City reserves the right to commence a legal proceeding in order to take the property back and we recently received a request from the property owner to obtain an extension of time.

Mayor Harvey noted that has not come before this body.

Ms. Kelson continued that in the first instance under the Terms of Sale the City Manager has the authority to extend time for three months. That has not been approved and if it's not approved we would then be in a position to commence the proceeding that's required to take the property back. This is done according to the Real Property Actions and Proceedings Law where you have to send a notice to the property owner that they failed to comply and issue a demand for the return of the property. Only after that letter has been issued and has not been responded to can you commence your action. It is a legal proceeding, it's not automatic.

Mayor Harvey said when they went to the New York State Conference of Mayors they had seminars regarding legal proceedings for municipalities to take title so they are fully aware of that but that is news to him.

Ms. Kelson said that the Terms of Sale we have been using for almost ten years now provides an administrative procedure whereby the City Manager is delegated the authority to make an initial extension of the time to rehab for a period not to exceed three months for good cause shown. If after that time has expired the property still is not complete for their rehabilitation, then the request is elevated to the City Council and it becomes their authority to determine whether to further extend or not the time to rehab.

Mayor Harvey said it is like what he said in the beginning that the point of authority is our City Manager. He is the one that makes this determination after the eighteen months on whether or not the City will move with a legal action and proceedings that is by law to take title to this property.

Councilman Grice said it seems like we are at that three month extension time now.

Ms. Kelson said that if that time has passed and the City Manager no longer has the authority to extend that time then the request would either be brought to the Council for approval or not. We are in the process of doing that now as the extension request just came in shortly after this situation was brought to the Council's attention. We are still reviewing and determining where we are in the eighteen months and who has jurisdiction or the authority to make that decision.

Councilwoman Mejia said that when we do have this conversation can we have a complete overview of the property code inspection file because the complaint action summary needs more information. She is specifically looking for when they applied for a rental inspection license because she doesn't know how an apartment that looks that way passed the rental inspection. She noticed that it failed but if there were tenants living there how could it fail and yet the tenant continued to live there? There has to be a follow up with paperwork.

Ms. Kelson said that the property was occupied when the City sold it and there was a period of time where the City's rental license and aspects of the provisions were being held in abeyance pending the resolution of the landlord's litigation. There were a lot of moving parts between 2016 and 2018 that affected how, when and where these inspections could or could not take place. We will go through the property file and we would like to have a comprehensive review for the Council. Our every intention was to do this at last Thursday's Work Session but we were unfortunately derailed from out timeline because of the storm. The Code Compliance Office and the Fire Department were very much needed in the community to address the aftermath of the storm.

Councilwoman Monteverede said she is looking at the spread sheet that Deirdre Glenn gave them and she already has a lot of questions so they need to spend some time reviewing it which would be really helpful.

Omari Shakur, City of Newburgh said they showed them the text where this woman said that Steve Hunter was her friend so something is criminal there and what is the point of an investigation. Our community has suffered long enough with these living conditions and someone should be held accountable. He didn't do his job so what part of that don't you understand.

Councilwoman Sofokles asked Ms. Anderson how much she paid in rent.

Ms. Anderson said she was paying $1,150.00 per month with nothing included.

Councilman Jacobson asked if there has been an inspection since she was here at the last public meeting and is she still living there.

Ms. Anderson said there has been no inspection and yes she is still living there.

Mayor Harvey told Ms. Anderson this is why they broke protocol so she could have her platform to communicate on record and we are going to hold anyone and everyone accountable for resolving this matter. As Corporation Counsel just said the City Council is not the point of authority to determine beyond this first decision of whether or not there should be an extension for this woman to continue to own title of this property. We are going to have to conclude for now and he told Ms. Anderson and Mr. Shakur that their points were well taken. They are going to be diligent on hearing our City Manager's

investigation report by the next Work Session and hopefully we can come to a resolution that is going to be just and proper.

***Back to comments from the public*

Drew Kartiganer, Town of Newburgh, said that his building here in the City of Newburgh was hit badly by the tornado and they lost the roof. City staff was right there to make sure that everything was safe so we cleaned up the street and covered the building. Insurance will cover the cost so it will be repaired and will not be abandoned. He knows of some families who are homeless and lost everything so they are looking for places to live. He thanked the City emergency workers as the Fire Department was there on site as well as DPW and he is sure that the Police were all over. The Administrative Staff was on it the next day and Central Hudson gets points too. The people of Newburgh on the street get points also for making the best of a bad situation. Newburgh clearly has some pretty solid character and a lot of good people. You have a lot of good people working for and in Newburgh but you have to find a way to pay for them as there are not enough people for the tasks that need to be done. The Fire Department is targeted to lose people, roads need to be fixed and there is not enough parks and recreation which all costs money but the problem is there is not enough tax base or ratables to generate the money. The legacy you have been handed to build that tax base is the Waterfront property and the property overlooking the Hudson as well as some other prime sites so the City control these properties and what happens to them. If you build on them and you build it right to expand our tax base then the City will shine and the increase of taxes will pay for what this City needs and will be there when the next disasters strikes. People will be able to live here, own here and make this their home and the streets will be clean and safe. If you build it wrong or don't build there then that will be this City Council's legacy. To put poverty housing on these sites that does not pay anywhere its share of taxes and drains Newburgh's resources is a mistake and Newburgh will never recover. Projects like Mid-Broadway and Alembic will leave Newburgh as the hole where every community throws its poverty. Don't let that be your legacy.

Omari Shakur, City of Newburgh, said we lost a little girl in this City and we didn't even have a Moment of Silence for her loss life. Two days after the storm the Police were on Broadway with masks and M16's raiding a business so he was videotaping and one of the Officers threatened him. The next day they stopped his grandson and messed with him and then they stopped his son for running a Stop Sign and they took his car apart. His son was then made to sit overnight in the Police Department for a Stop Sign? We already inquired about the Police Chief in Sullivan County and we are starting a Petition because we don't want this man for our Chief. As long as he is our Chief he told the Council to lose his number because we are going back to *"No Justice No Peace"*. We reached out the Police Chief a month ago to walk through our community but he hasn't reached out to me yet. *"As long as he is the Chief the Police won't get any respect in my community, especially from me because they threatened my kids and the last time they did that they shot my son in the back of the head and there won't be a next time"*.

Sean O'Neill, Hawthorne Avenue said that we had a snowstorm on March 7th with a lot of damage and he has been calling the City about trees in front of his house that are tearing up the sidewalk. During that snowstorm he parked in his driveway and a branch from a City tree fell on his SUV damaging the roof and doors. He called DPW and was informed

to have the Police do a report and then submitted a claim but was denied. He was told that he would have to report the tree ninety days prior to the incident and he doesn't know how he could predict that. He could understand if there was damage to the tree or the tree was dying then it would be reported but this tree was healthy and it fell due to heavy snow. Now he has a bill that has to come out of his pocket for the deductible and a rental car so he is looking for some assistance because he just wants to get the car fixed. He also called DPW about branches hanging on his property and across the street over a School Bus Stop and it took months for them to finally take them down.

Councilman Grice asked about the ninety days.

Michelle Kelson, Corporation Counsel said she thinks there is a little miscommunication. Claims against a municipality under the General Municipal Law Section 50 have to be made within ninety days not ninety days prior so you don't have to anticipate or guess when a claim is going to occur. Once a claim has occurred you then have ninety days to file Notice of Claim with the City which we would then report to our third party claims administrator who would conduct an investigation. The Notice of Claim was received on April 30th so she can follow up with our claims administrator. If the total amount of damages claimed are less than $2,500.00, then we would process administratively by writing a report to the City Manager indicating whether the City had liability and that she recommends settling the claim rather than advancing litigation. She doesn't recall hearing from the claims administrator but she will follow up with that. Should the claim amount exceed the $2,500.00 then when she wants to settle a claim she comes to the Council and they talk about proposed litigation in Executive Session and if they approve we do a resolution to be passed in public session. Not to minimize Mr. O'Neill's concern but this is not an overly long period of time for a claim to go through the process. It is a reimbursement type process so you do sometimes have to spend the money and then be reimbursed by the City. We are self-insured but we do have money set aside to cover claims like this and she will look into this tomorrow. If it is appropriate to bring to the City Manager, she can do that and if it is appropriate to bring it to City Council, she will do that at the next available Work Session.

Mayor Harvey said in terms of the tree he is assuming that it was outside of his property line.

Ms. Kelson said that is one of the things that would be investigated. There are also other issues such ss prior written notice of a dangerous condition which would also be explored to determine whether the City had available defenses to the claim. She understands it has been a long time from Mr. O'neill's point of view but from a city administration point of view we are still in the early phases of investigating the claim.

Mr. O'Neill said this was no longer going to be looked into as it was closed and he spoke to a gentleman in the legal department who explained a little more.

Ms. Kelson said it is a third party administrator so it is not the insurance company. She did not have this conversation so she will have to go back to review and nothing is final until the City Council or City Manager says it's final.

Ms. Mendez, City of Newburgh said she goes by the name *"Black Jacket"*. She held up a

package of candy cigarettes that her son purchased at a store on the corner of William and Benkard that has cellophane wrap on it and they are long white sticks without red tips. She also held up a packet of K2 that reads on the back *"Not For Human Consumption"* and this is what the kids are smoking which is killing people. The candy damages their teeth and she is an assistant to an Oral Surgeon that has an office on Broadway that wants to close. This is a very important Oral Surgeon's office that the community needs. She is a volunteer for Colgate and she volunteers at the Newburgh Armory with the Colgate Dental Van and she plans on being in Vails Gate this Friday so everyone is welcome to come see the work that she does for free in the community because she loves it and they have seen over a thousand children in the school district. The office at 191 Broadway is essential so please keep it open and please take these candy cigarettes off the counters.

Rich Rosencrans, 88 Washington Street said he is in favor of resolutions #139 and #141 because they both sound like great projects. He understands the concerns regarding the city wide parking issue and he hopes the City can find the right balance of revenue production and affordable parking for people who want to spend money in our local businesses. He empathizes with the Broadway shop owners who now have to pay the meters and hopes we solve their problem if we are going to succeed in revitalizing and honoring their investments. A similar problem exists on another popular avenue when on many days and nights taxpaying, voting residents in the Liberty Street Café zone cannot park in front of our homes due to tourists, people dining out and patrons of the cafés, shops, bars, restaurants and nightclubs. We often have to park in the Ann Street Parking Lot which is frustrating when we have groceries and other items to load and when residents with children need a safer route between the car and home. We applaud our neighborhood friendly businesses and we want them to thrive and we want City revenue to increase for reasons beyond lowering our unfair tax burden but we cannot afford to pay to park in a municipal lot. We can't be further burdened when other options for revenue exist and putting more cost on low income residents is unacceptable. He spoke with several neighbors about filing paperwork with the City to have resident permit parking for that district and he believes precedence has been set to some degree near the Hospital. While we welcome people who sustain our neighborhood family businesses our need for close proximity parking near our homes is more important. Customers should be guided to the parking lot and the long term residents deserve premium parking because without us there would be no neighborhood for the businesses to revitalize. We are also concerned about the 8:00 a.m. to 2:00 p.m. street sweeping and why that takes all day. If the City has a planned route and schedule to which it adheres, we think that window could possibly be shortened because families need to come and go without the fear of fines. We definitely want to work with the City to find the best solution for everybody.

There being no further comments this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Grice said he spoke with Mr. Rosencrans and some of the other neighbors and the main issue seems to be that most of the residents are willing to pay for parking to a small degree as long as our parking lots are safe. We plan to hopefully reinstate the Parking Review Committee and working with some kind of agency so he hopes that they can work together on that.

Councilman Jacobson said all of the people were already mentioned concerning dealing with the storm but he wanted to give a shout out to George Garrison and DPW and he didn't know we had this many trees in the City of Newburgh. He thanked all of the Veterans who participated in the Memorial Day Parade and noted we had more people on the streets watching it this year. It was also nice to go to the Skateboard Park opening and someone could make a lot of money selling helmets from what he saw. He asked George if paving will start soon.

George Garrison, DPW said they will be starting tomorrow.

Councilwoman Mejia echoed her heartfelt thanks to staff and the neighboring towns but especially to the residents of the City of Newburgh. What we experienced when the tornado hit was everyone coming together as one community. It is her understanding that minimal to zero altercations occurred and that is the heart of our city. On the Agenda she is happy to support the Community Growers Grant Program as well as the much needed improvements to the Hasbrouck Street Park that is coming along.

Councilwoman Monteverde said that regarding the parking she has some questions so she hopes this can be looked into and that they can discuss it at the Work Session. She believes that many years ago there was a Transportation Study done and she thought that with that study they did something around parking so if we could dig that up it would be great to review.

Deirdre Glenn, Planning and Development Director said that she will try to put her hands on it.

Councilwoman Monteverde thanked Richard Rosencrans for his comments and feels that this is something that we have to carefully review and make sure that when we put the plan in place that we are thinking about the community and the business owners so it has to be a sustainable plan for the entire community. She also believes we are bringing in consultants.

Michelle Kelson, Corporation Counsel said in addition to trying to re-staff the Parking and Transportation Committee we need to bring in our own City Planner and if we need consulting help we will look into that.

Councilwoman Monteverde said in regard to resolution #137 for the DEC extension that she is in support of that. She asked for an update on the Catskill Aqueduct because she knows they will be doing repairs shortly and would like to know what water source we will be using as they are still working on the Washington Lake issues as we speak.

Wayne Vradenburgh, Water Superintendent said that we are still on the Catskill Aqueduct and we plan on staying on it. We believe that the Catskill Aqueduct will be shut down for a ten week period in October and we received correspondence from the DEP that says we will continue but that could be pushed back. Our goal is to be ready in October if we have to and be believes that we will be able to sustain on Brown's Pond. At the next Council Meeting, we will have a Lake Management Plan to start being proactive on a lake water source.

Councilman Grice asked if we did the leak detection City wide.

Mr. Vradenburgh answered with a *"Yes"*. We just finished our second report and when he started there were two hundred and thirty leaks per year and we got it all the way down to about fifty on this last report. The leak detection company that has been doing our report for over fifteen years said that the City is a lot quieter, which is a good thing.

Councilwoman Monteverde asked if that includes residential.

Mr. Vradenburgh responded, *"Yes it does"*. What they do is take a computer and put it on every fire hydrant and it listens to the water main. In this last report we also included all of the private fire hydrants throughout the City. Mt. St. Mary's has their own little water system with their own fire hydrants and mains which is water that we are paying for too so we included that in the report. We then told them where they had leaks and they fixed them right away.

Councilwoman Monteverde said with regard to the finance budget that at the last Work Session Chief Ahlers addressed the overtime issues and we have some overtime coming up with Newburgh Illuminated so we need to look at that for next year. The July 4th event is also costing us overtime but she appreciates his making an effort to keep track of it and it would be great to also hear from the Police Chief with regard to what he is doing and what efforts he is taking to track overtime.

Councilwoman Rayford told the family who lost a loved one that they have our heartfelt sympathy and the entire Council is praying for their family. She thanked the Police Department, Fire Department, DPW and the entire community for working together to get things done. She thank the Armory Unity Center for allowing people to reside there a few nights and she asked the City Manager to reach out to Mr. Kaplan to perhaps use that as a place Newburgh can go to when we have a disaster. It was brought to her attention that this Dentistry at 191 Broadway gives a lot of help to our community and he is the only one that we have in this neighborhood so we should really consider keeping it there. She added that she would like an update on the Alembic Project because they were supposed to come before us in May with the numbers and she hasn't seen anything so she will be coming up with a resolution to disband this project.

Councilwoman Sofokles thanked everyone who came out tonight and told them you have to feel that you can come to us when you feel you have been wronged or there has been an injustice. In regard to the overtime for the Police Department, she doesn't like it when they are attacked because they have a tough job to do. They are underpaid and overworked and part of the reason we have the overtime is because we are understaffed so you can't compare our Police Department to others in this area because they are not the

same. She is looking forward to the Newburgh Illuminated because it is going to be a great event and it highlights Newburgh. Anything to make Newburgh look better is good because we have had a bad reputation for many years and we are now starting to turn things around. She expressed her condolences to the Garzon family. Their little girl had just received her Holy Communion so God has her now.

Mayor Harvey asked for a brief Moment of Silence for the Garzon family.

Mayor Harvey extended his condolences to the Garzon family for their loss and to the family of the woman who lost her life in the Town of Newburgh. He was on the phone with Senator Gllibrand's office earlier and we are currently waiting for the Governor's protocol to do what needs to be done so the Federal Government can move on declaring that this was an area of disaster and FEMA will be put in place for the families that were devastated with damages to their homes and businesses. He thanked the Veterans for their service and noted that the Memorial Day Parade had an amazing turnout. There was also a good turnout for the opening of the Skateboard Park which Councilman Jacobson mentioned earlier. He said that he was made aware of the situation with Mr. Shakur and his family members regarding a situation with our Police Department the night it took place. He called the Police Chief and the City Manager and he will be following up on those concerns. He said to let him know if there is anything he can do as Mayor so serve as a mediator between our law enforcement and community members to maintain a positive relationship.

There being no further comments this portion of the meeting was closed.

CITY MANAGER'S REPORT

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

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 136 - 2018 OCTC - Capital Reserve Fund

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Mayor Harvey said it is very important that they continuously update the City Council, which they have been doing very diligently on the water and the PFOS levels, as well as the litigation that our City has started turning the wheels on. This is legal action that was requested by our city residents and the Council so he asked the City Manager if there has been any movement on that.

City Manager, Michael Ciaravino said that there has been some movement and it is most appropriate for an Executive Session.

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 139 - 2018 Community Growers Grant Program

Councilwoman Rayford moved and Councilwoman Monteverde seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilwoman Rayford thanked Senator Larkin for his service all of these years to the City of Newburgh as he is retiring.

Mayor Harvey echoed those sentiments for his service to the City of Newburgh and throughout the State as Senator as well as his service in the Military. This is another wonderful effort on his behalf to assist us and he is excited about this grant for our Fire

Department. He mentioned at a previous meeting that there are opportunities for other departments to tap into some of the shared services grant funding through Orange County. These are the kinds of things that make our City safe and help us turn a corner on some of the challenges that the City of Newburgh has had in the past. He told the Chief that this is wonderful and good luck with it.

Councilwoman Rayford moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

NEW BUSINESS

Councilman Grice said the opening of the Skate Park was a wonderful event and he wonders if we can use the parking lot for vendor trucks to bring people there. He asked if the Parking Review Committee could be reinstated.

Michelle Kelson, Corporation Counsel said again that we would need people who are interested in serving on that Commission to actually affirmatively volunteer.

Councilman Grice said he has some people. Lastly, he noted that the Newburgh Enlarged City School District will be having several summer programs. One is the Empire Summer Program which will be at St. Mary's College with free transportation, free breakfast and lunch for four weeks. Registration for all of the summer programs are online at the District Website.

Mayor Harvey said it is important to address safety with the new Skateboard Park. Mr. Runston Lewis brought it to his attention that there are helmet and kneepad requirements and he had a concern for some of the young people that were skating. This is something we need to creatively think about. We also had discussions with Derek Stanton regarding scheduling special activities and events that could happen at that Park with sponsored competitions and prizes which could possibly generate revenue.

Councilwoman Rayford thanked Derek for all of his help with the Skate Park and the Recreation Department. She told the City Manager that perhaps we need to hire someone seasonally to monitor the Skateboard Park. Maybe we could have helmets for them with lockers nearby or something like that. We need seasonal help because we need somebody there until the lights go off. Deirdre told her of a skateboarder who was well known but is now a paraplegic because he wasn't wearing a helmet and we don't what that to happen on our watch.

Mayor Harvey said regarding shared services and grant funding through Orange County that there may be opportunities for the Recreation Department with hiring. There may also be funding for DPW for street sweepers so keep this in mind because we were told at

the New York Mayors Conference that in the future we can use money to purchase a second street sweeper through CHIPS funds. He received several phone calls about employment opportunities for city residents and he has been discussing things with SUNY Orange where they want to get involved with a training and certificate programs that could lead to a two year associates degree. Going back to street sweepers, let's think about possibly creating employment opportunities for teams of street sweepers for those individuals who may be coming out of being incarcerated. Perhaps we can find some grant funding to pay the formerly incarcerated residents in Newburgh who are looking for employment and they could assist us throughout the year. We could create these teams of street sweepers that may go out three or four days a week to clean the community and also participate in the recycling efforts that the community and the environment needs. This is just something to keep in mind.

Councilwoman Sofokles said we use community service workers all the time in the Park. At the Skate Park are kids going to able to use it without being required to have a helmet? What is our liability?

Michelle Kelson, Corporation Counsel said we can't be exempt from ever having a claim filed or being sued. We have talked about liability on this project since it was first proposed and everyone wanted to move forward. There are different models for monitoring the Skateboard Park and right now the model we recommended is an unsupervised Park with rules for use until we can find the funding to actually have a full time attendant. She was at the Activity Center one evening before the Park was officially opened and there were about ten to twenty people in the Park already. Some of them were on skateboards and others were on equipment that don't belong there so right now we are following the same model that Middletown does which is an unsupervised Park with rules and regulations for how you are supposed to use it. Until we can come up with a way to manage and fund a supervised park we are going to have some issues.

Councilman Grice said perhaps revenue from food trucks could help.

Ms. Kelson said she knows they are brainstorming and there are a lot of other issues that come up with food trucks and vendors and things like that. We could probably look into some type of concession stand but for right now we are going to have an unsupervised park and the rules are that you should be wearing certain safety equipment, there is a minimum age for use and only certain types of equipment can be used. Until we figure out some of these other pieces it's going to be operated as an unsupervised park.

Councilwoman Rayford said that we need additional signs stating that helmets must we worn at all times. They are also requesting garbage cans over there.

There being no further new business this portion of the meeting was closed.

OLD BUSINESS

Councilwoman Monteverde said she would like to get back to discussing the Municipal ID's. She supports this and feels that this type of identification will allow individuals to establish identity when interacting with law enforcement. It will also help to foster unity in the City so let's get this going and she hopes that everyone else is in agreement.

Councilman Grice agrees with Councilwoman Monteverde about the Municipal ID's. He had a chance to ask some questions and received some satisfactory answers. There is some funding involved but they said they would be able to fund raise so he is in support of this.

Councilwoman Monteverde said we also received a lot of good information that we can use.

Councilman Jacobson said we should contact Middletown and see what they are doing.

Michelle Kelson, Corporation Counsel said she has not seen a local law introduced yet so they are still working on it. The information that was forwarded to the Council was sent to her by Councilwoman Mejia and she did offer to contact Middletown to see where they are at. She has also been able to get a copy of New York City's regulation and a tool kit that New York City put together for Municipal ID's.

Councilwoman Rayford said she would like an update on the Martin Luther King Monument and the Museum for the remainder of the bones that New Paltz has but they belong here.

Deirdre Glenn said that we have reconstituted a Committee and they have met once so far with another meeting next week. Our Committee had dwindled to just one remaining member so the new members range from young to old and they are all City of Newburgh residents.

Councilwoman Rayford asked Ms. Glenn to please let us know when the next meeting will be.

Mayor Harvey said he has received some calls and e-mails also regarding that matter. He added that before we had the tornado a lot of our attention was on this downtown revitalization grant so he asked for an update on that.

Deirdre Glenn said they are working diligently and the deadline is on June 1st for the submission of that Grant. It is not like the traditional Grant application so it will be on the Agenda for the next meeting to accept if awarded. By tomorrow afternoon we will have talking points and we are going to ask Council to help represent us because there is a political aspect in receiving this. We are hopeful and even though one City in Orange County was awarded this we are going for it. It is a very good exercise to do anyway because it gives us a real accounting of where we are in terms of economic development, what's on the horizon and what the next steps are.

Mayor Harvey told Ms. Glenn he will give her a call in the next day or two and he will do whatever he can to assist.

Councilwoman Sofokles told Ms. Glenn that she would like to be included on the Martin Luther King Committee as she was on the original Committee years ago.

Ms. Glenn said they hope to come to a conclusion and bring this to fruition this summer. Not the Museum as that will take a lot of fundraising but the reinternment, the statue and starting the development of the Park.

Councilman Grice said he wanted to go back to the presentation for no smoking and would like to see where we are on developing a resolution for that.

Michelle Kelson, Corporation Counsel said there are a lot of legislative initiatives that have been recommended, suggested and supported by City Council. They will be a tremendous amount of work and she is happy to do it but she can't do it all at the same time. If Municipal ID's are the priority, she is happy to jump in with two feet on that but the presentation from Power and Tobacco is going to be policies as well as potential legislation. That will also take some time to draft up by reviewing what we have, update it and then talk about different proposals that don't affect City staff outside municipal buildings and other municipal property.

Councilman Grice said that sounds reasonable.

Councilwoman Rayford asked if CDBG had anything to do with the Black Parade because she would like to have that back.

Mayor Harvey said we had previous discussions on the Art and Cultural Commission and they were going to continue to review the One Percent for Art and possibly an RFQ.

Michelle Kelson, Corporation Counsel said we don't need a formal RFQ and so far other than himself, Councilwoman Monteverde and some other individuals who may have participated before no one has expressed any interest in actually being appointed to the Commission.

Councilwoman Monteverde said she has had people call her who are very interested.

Ms. Kelson said what she has tried to do with filling positions on Boards and Commissions is that if anyone is interested in serving then we like to have a statement of interest. It doesn't have to be formal or long just their name, contact information and which Board or Commission they are interested in to then put it together and bring it to the City Council to decide on the appointments.

Mayor Harvey asked if it is possible to get a formal announcement out with that statement regarding the Art and Cultural Commission. He knows that Stuart Sachs volunteered to help coordinate and set it up.

Ms. Kelson said she feels that if she doesn't have something by e-mail or in her hands then she is drafting people and she doesn't feel that is her place. She will try to write something up and she will seek the Manager's Office to assist in getting that word out on the usual social media to solicit those calls for service.

There being no further old business this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice said he has no further comments.

Councilman Jacobson thanked the people who came out tonight and hopes to see everyone this weekend.

Councilwoman Mejia told everyone to be safe tonight and thanks for coming and tuning in. She hopes to see everyone out on Saturday for a fun filled weekend.

Councilwoman Monteverde wanted to repeat what Mayor Harvey mentioned about the recent catastrophic event. We survived and the City came together so it was great to see people in the community helping each other. Her heart goes out to the family of the little girl who lost her life. She thanked everyone for coming tonight.

Councilwoman Rayford thanked everyone for coming out and tuning in tonight. She expressed that here in the City of Newburgh we need volunteers for the Newburgh Armory Unity Center. We have a wonderful program which is academic as well sports. We have over five hundred participants so we need teachers and volunteers to assist. The mission is to defeat poverty through education so she is soliciting help from volunteers.

Councilwoman Sofokles reminded everyone about the Newburgh Illuminated Festival on Saturday. She wished everyone a good night.

Mayor Harvey thanked everyone for coming out. He asked if Deirdre Glenn would speak about a comment made by Councilwoman Rayford regarding the Alembic timeline where we were supposed to see some numbers by the end of this month.

Deirdre Glenn, Planning and Development Director said she expected to have something for this meeting tonight but she doesn't. She was told she will have new plans with drawings and budgets by end of day tomorrow. She hoped to have time to review them and get some expert comments before sending them out but whatever she gets tomorrow she will forward to the Council.

Mayor Harvey thanked everyone for all of their efforts during the tornado. He wants to make this letter available to anyone who lives or works in the City of Newburgh so copies will be made upon request. It was a frightening time and our City Manager did amazing work as did all of the departments involved. It gave him a new outlook at all of the serious work done by all of the departments in this City. He is grateful to them and to God that we were able to collectively work collaboratively within our own city government with residents and also with the partnerships at the County, State and Federal levels. It was really frightening and he has a different perspective on the work that is done day to day.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:35 P.M.

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.

CITY OF NEWBURGH

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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 20 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

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

Invoice

DATE 5/14/18

INVOICE # 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**

DELUXE FOR BUSINESS 1-800-888-6327

Ref. No: Q 356023778

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

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

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

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

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.

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 must 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. **Workers' Compensation:**

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 NOT acceptable proof of New York State Workers' Compensation Insurance coverage.

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

2. **Disability Benefits:**

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 NOT 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.

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	
By:	
Print Name:	Michael G. Ciaravino
Title:	City Manager
Dated:	5/17/17

DEPARTMENT SIGNATURE	
By:	
Print Name:	Nancy W. Lussier
Title:	Director of Management and Budget Services
Dated:	JUN 0 9 2017

ATTORNEY GENERAL SIGNATURE	
	APPROVED AS TO FORM NYS ATTORNEY GENERAL JUN 14 2017
Approved as to Form	Benjamin L. Maggi BENJAMIN L. MAGGI ASSISTANT ATTORNEY GENERAL
Dated:	

COMPTROLLER SIGNATURE	
	APPROVED DEPT. OF AUDIT & CONTROL
Approved: Thomas P. DiNapoli State Comptroller	JUN 23 2017
Dated:	FOR THE STATE COMPTROLLER

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 Count, Clerk's #2564
Commission Expires: March 20, 20 18

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. CONFLICTING TERMS. 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. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. 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. NO ARBITRATION. 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. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. 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 10% Minority Labor Force Participation, 10% 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.

_____

Name: RICK MILTON

Title:

Date: _____

CITY OF NEWBURGH, NY

_____

Name: MICHAEL G. CIARAVINO

Title: City Manager

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.

received
MAR 20 2013

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.

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.

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:

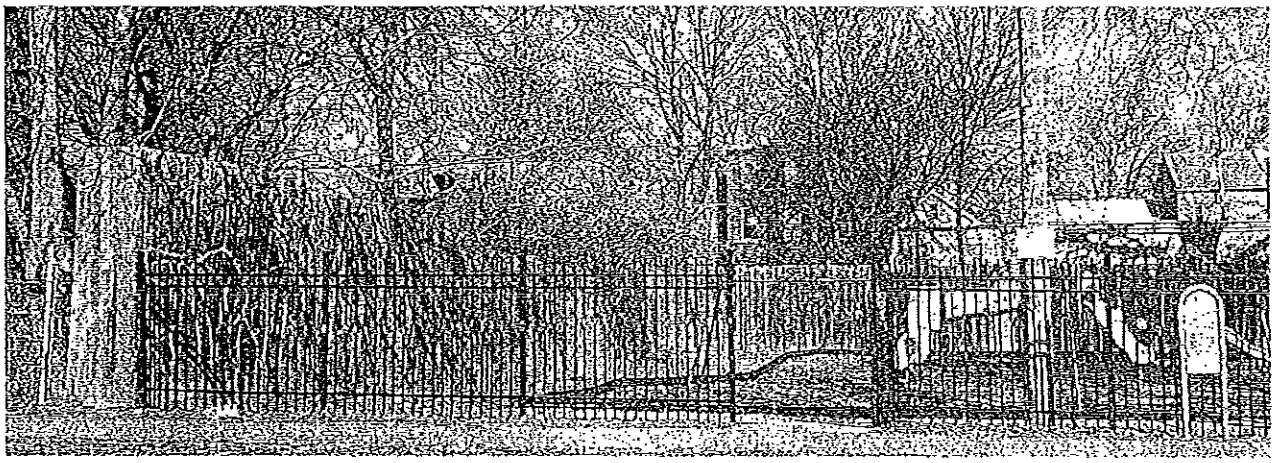
_____
MICHELLE KELSON
Corporation Counsel

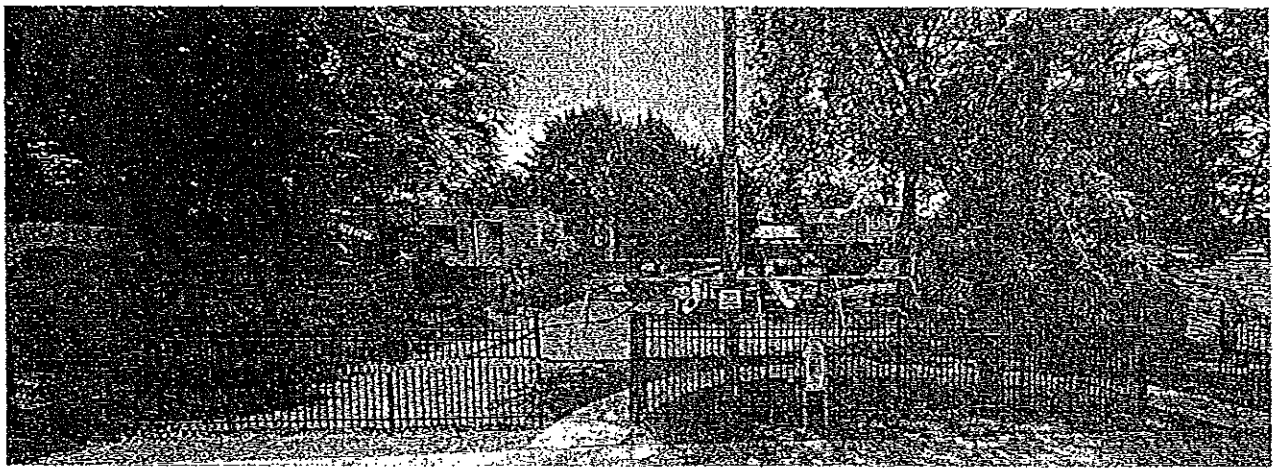
_____
KATHRYN MACK
City Comptroller

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 pic 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





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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 wall: 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 attra 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.

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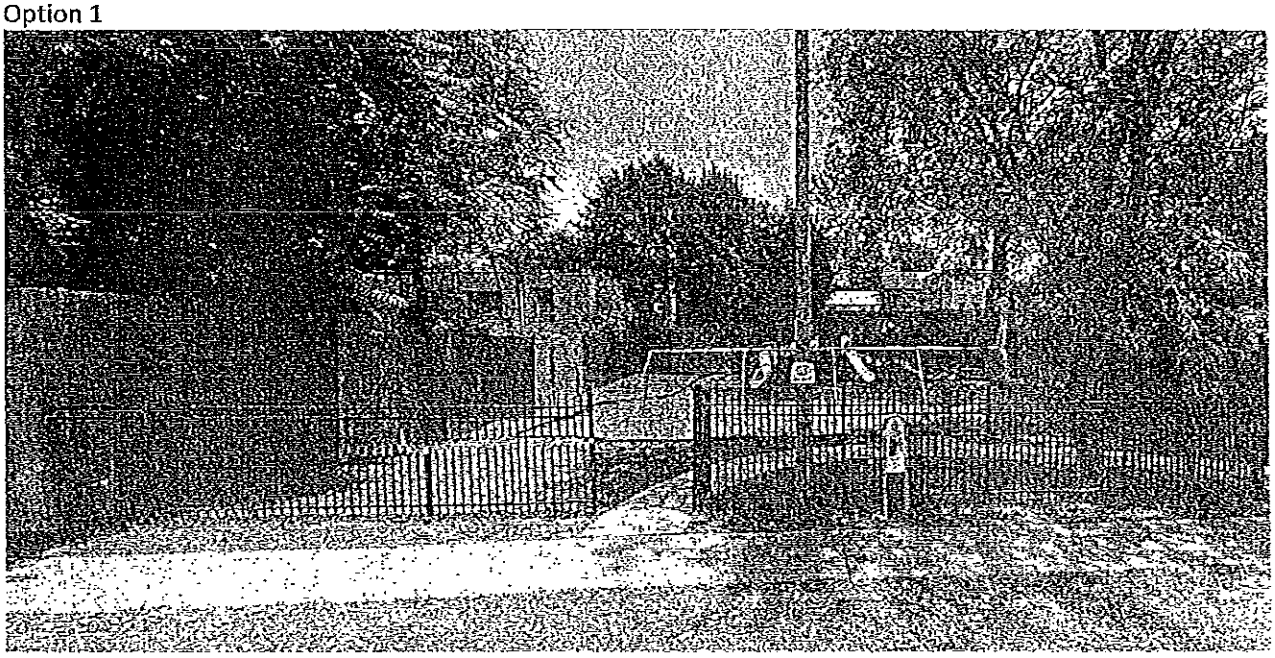
Option 1



Option 2

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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

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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 neighborhoo 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

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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	$

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