CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
November 21, 2019
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence (Prayer)/ Momento de Silencio (Rezo)
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Communicaciones

4. Approval of the Minutes of the City Council Meeting on November 12, 2019

   Aprobación del acta de la Reunión General del Concejal del 12 de noviembre de 2019
5. City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. Public hearing on proposed ordinance to increase water rates

   A public hearing will be held on Thursday, November 21, 2019 to hear comments concerning an ordinance to increase water rates.

   Se llevara a cabo una audiencia pública el jueves 21 de noviembre de 2019 para escuchar comentarios con respecto a una ordenanza para incrementar las tarifas del agua.

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

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

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

7. Ordinance No. 10 - 2019 Amending Chapter 163 Titled "Fees"

   An Ordinance Amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh.

Una ordenanza enmendando Capitulo 163 titulado "Tarifas" del Código de la Ciudad de Newburgh.

8. Local law No. 3 - 2019 - Authorizing a property tax levy in excess of the GML Section 3-c limit

   Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c.

   Ley Local autorizando un gravamen del impuesto sobre la propiedad que exceda el límite establecido en la Sección 3-c de la Ley Municipalidad General.

9. Resolution No. 287 - 2019 - To certify base percentages and base proportions under RPTL Article 19

   Resolution to certify the base percentages, current percentages, current base proportions and adjusted base proportions under the Homestead Option of Article 19 of the Real Property Tax Law of the State of New York. (Todd Venning)

   Una resolución para certificar las bases de porcentajes, porcentajes actuales, base de proporciones actuales y base de proporciones ajustadas bajo la Opción de Viviendas del Articulo 19 de la Ley de Impuestos de Bienes Raíces del Estado de Nueva York. (Todd Venning)

10. Resolution 288 - 2019 - Adopting the FY2020 budget

    Resolution adopting the budget for the fiscal year 2020.

    Una resolución adoptando el presupuesto para el año fiscal 2020.

11. Resolution No. 289 - 2019 - Passport Labs Contract Amendment #1

    Resolution authorizing the City Manager to sign Amendment No. 1 with Passport Labs, Inc. for municipal parking services and related equipment. (Todd Venning)

    Una resolución autorizando al Gerente de la Ciudad a firmar la Enmienda No. 1 con Passport Labs, Inc. Para servicios de estacionamiento municipales y equipos relacionados. (Todd Venning)

12. Resolution No. 290 - 2019 - Lease Agreement Ricoh copiers

    Resolution authorizing the City Manager to execute a copier lease agreement with RICOH USA, Inc. for City Hall, City Clerk and the Water Department at a cost of $637.66 per month for a period of 36 months. (Nicholas Crispino)

    Una resolución autorizando al Gerente de la ciudad a ejecutar un contrato de arrendamiento con RICOH USA, Inc para la Municipalidad, la Secretaria de la Ciudad y el Departamento de Agua a un costo de $637.66

cada mes por un periodo de 36 meses. (Nicholas Crispino)

13. Resolution No. 291 - 2019 - Surplus of IT equipment

    Resolution declaring 22 desktop computers and 19 monitor screens as surplus and authorizing disposition pursuant to the City of Newburgh's Surplus Property Disposition Policy and Procedure. (Nicholas Crispino)

    Una resolución declarando 22 computadoras de escritorio y 19 pantallas de monitor como equipo excedente y autorizando su disposición conforme con la Política y Procedimiento de Disposición de Propiedad de Superávit de la Ciudad de Newburgh. (Nicholas Crispino)

14. Resolution No. 292 - 2019 - 93 Hasbrouck Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to J & J Partners Realty, LLC to the premises known as 93 Hasbrouck Street (Section 38, Block 5, Lot 7). (Michelle Kelson)

    Una resolución autorizando la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de un título de propiedad emitido a J & J Partners Realty, LLC para las instalaciones conocidas como la 93 de la Calle Hasbrouck (Sección 38, Bloque 5, Lote 7). (Michelle Kelson)

15. Resolution No. 293 - 2019 - 221 City Terrace - Releases of Restrictive Covenants

    Resolution authorizing the execution of a partial release of restrictive covenants and right of re-entry from a deed issued to Jose A. Guadron to the premises known as 221 City Terrace (Section 17, Block 7, Lot 10). (Michelle Kelson)

    Una resolución autorizando la ejecución de una liberación parcial de cláusulas restrictivas y derecho de reingreso de un título de propiedad emitido a Jose A. Guadron para las instalaciones conocidas como la 221 de City Terrace (Sección 17, Bloque 7, Lote 10). (Michelle Kelson)

16. Resolution No. 294 - 2019 - 7 Locust Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a partial release of restrictive covenants and right of re-entry from a deed issued to Jimmy R. Mera to the premises known as 7 Locust Street (Section 25, Block 5, Lot 18). (Michelle Kelson)

    Una resolución autorizando la ejecución de una liberación parcial de cláusulas restrictivas y derecho de reingreso de un título de propiedad emitido a Jimmy R. Mera para las instalaciones conocidas como la 7 de la

Calle Locust (Sección 25, Bloque 5, Lote 18). (Michelle Kelson)

17. Resolution No. 295 - 219 - 100 Courtney Avenue - Release of Restrictive Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Aamir Mumtaz to the premises known as 100 Courtney Avenue (Section 48, Block 1, Lot 27). (Michelle Kelson)

    Una resolución autorizando la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de un título de propiedad emitido a Aamir Mumtaz para las instalaciones conocidas como la 100 de la Avenida Courtney (Sección 48, Bloque 1, Lote 27). (Michelle Kelson)

18. Resolution No. 296 - 2019 - 120 Johnston Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to 120 Johnston, LLC to the premises known as 120 Johnston Street (Section 18, Block 10, Lot 1.2). (Michelle Kelson)

    Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título de propiedad emitido a 120 Johnston, LLC para las instalaciones conocidas como la 120 de la Calle Johnston (Sección 18, Bloque 10, Lote 1.2). (Michelle Kelson)

19. Resolution No. 297 - 2019 - 45 Robinson Avenue - Release of Restrictive Covenants

    Resolution authorizing the execution of a partial release of restrictive covenants and right of re-entry from a deed issued to Telma Barillas and Ramon Solis to the premises known as 45 Robinson Avenue (Section 28, Block 2, Lot 7). (Michelle Kelson)

    Una resolución autorizando la ejecución de una liberación parcial de cláusulas restrictivas y derecho de reingreso de un título de propiedad emitido a Telma Barillas y Ramos Solis a las instalaciones conocidas como la 45 de la Avenida Robinson (Sección 28, Bloque 2, Lote 7) (Michelle Kelson)

20. Resolution No. 298 - 2019 - 110 Johnston Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Juan Galaviz (a/k/a Juan G. Galaviz) to the premises known as 110 Johnston Street (Section 18, Block 10, Lot 11). (Michelle Kelson)

    Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título de propiedad emitido a Juan

Galavez (a/k/a Juan G. Galaviz) para las instalaciones conocidas como la 110 de la Calle Johnson (Sección 18, Bloque 10, Lote 11). (Michelle Kelson)

21. Resolution No. 299 - 2019 - Tax Foreclosed Property Liability Insurance Renewal

    Resolution authorizing approval of a general liability insurance policy for City-owned tax foreclosed properties for the period of November 27, 2019 to November 26, 2020. (Michelle Kelson)

    Una resolución autorizando la aprobación de una póliza general de seguro para propiedades de la Ciudad hipotecadas por impuestos durante el periodo del 27 de noviembre de 2019 al 26 de noviembre de 2020. (Michelle Kelson)

22. Resolution No. 300 - 2019 - SAM Grant Project#19385 Purchase of a Fire Dept. Ladder Truck $950k

    Resolution authorizing the City Manager to accept a DASNY State and Municipal Facilities Program Grant in an amount not to exceed $950,000.00 to purchase a ladder truck for the City of Newburgh Fire Department. (City Manager, Joseph Donat)

    Una resolución autorizando al Gerente de la Ciudad a aceptar una Subvención del programa de facilidades municipales y estatales DASNY por un monto que no exceda $950,000.00 para comprar un camión de escala para el departamento de Bomberos de la Ciudad de Newburgh. (Gerente de la Ciudad, Joseph Donat)

23. Resolution No. 301 - 2019 - Apply for and Accept if Awarded entrance into the New York State Anti-displacement Learning Network, Phase 1

    Resolution authorizing the City Manager to apply for and accept if awarded entrance into the New York State Anti-Displacement Learning Network Phase I from Enterprise Community Partners and the Office of the New York State Attorney General. (Ali Church)

    Una resolución autorizando al Gerente de la Ciudad para solicitar y aceptar si es otorgado una entrada a la Fase I de la Red de Aprendizaje de Antideslizamiento de los Socios Comunitarios Empresariales y la Oficina del Fiscal General del Estado de Nueva York. (Ali Church)

24. Resolution No. 302 - 2019 - 2019 DEC Urban & Community Forestry Grant

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation 2019 Urban and Community Forestry Program Grant in the amount of $40,000.00 with a 25% match for tree maintenance. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Subvención del Programa Forestal Urbano y Comunitario del Departamento de conservación Ambiental del Estado de Nueva York 2019 por el monto de $40,000.00 con un 25% de igualamiento de fondos para el mantenimiento de árboles. (Michelle Kelson)

25. Resolution No. 303 - 2019 - To reappoint Chuck Thomas to the CAC

    Resolution re-appointing Chuck Thomas to the Conservation Advisory Council for a two-year term.

    Una resolución re-nombrando a Chuck Thomas al Consejo Consultivo de Conservación por un periodo de dos años

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 286 - 2019

OF

NOVEMBER 12, 2019

RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 21, 2019 TO HEAR PUBLIC COMMENT CONCERNING AN ORDINANCE TO AMEND CHAPTER 163 ENTITLED "FEES" OF THE CODE OF THE CITY OF NEWBURGH TO INCREASE WATER RATES

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning an ordinance to amend Chapter 163 entitled "Fees" of the Code of the City of Newburgh to increase water rates; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 21st day of November, 2019, in the Activity Center, 401 Washington Street, Newburgh, New York.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Nov. 12, 2019 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 13 day of Nov. 2019

City Clerk

ORDINANCE NO.:_____ - 2019

OF

_____, 2019

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Applicability.

Notwithstanding any other provision in this Code, the following schedule of fees is hereby established with respect to licenses, permits, registrations, applications, subscriptions and activities required or regulated under the provisions of the Code of the City of Newburgh. Specific requirements and regulations shall be as set forth in the chapter to which reference is made below. The following schedule of fees shall remain in effect until rescinded or amended.

Code Section	Type of Fee	Amount
§ 293-38	Quarterly metered water rates per 1,000 gallons	
	First 1,000 gallons	Inside City: $~~6.127~~ 6.74 Outside City: $~~9.196~~ 10.12
	Additional usage	Flat rate of $~~6.127~~ 6.74 ($~~9.196~~ 10.12 outside City) per 1,000 gallons

Minimum quarterly charge:

Meter Size (inches)	Gallons Allowed	Inside City	Outside City
+5/8	6,000	$~~36.76~~ 40.44	
+5/8	9,000		$~~82.76~~ 91.08
3/4	14,000	$~~85.78~~ 94.36	$~~128.74~~ 141.68

Underlining denotes additions
~~Strikethrough~~ denotes deletions

1	24,000	$~~147.05~~ 161.76	$~~220.70~~ 242.88
1 1/2	42,000	$~~257.33~~ 283.08	$~~386.23~~ 425.04
2	83,000	$~~508.54~~ 559.42	$~~763.27~~ 839.96
3	120,000	$~~735.24~~ 808.80	$~~1,103.52~~ 1,214.40
4	180,000	$~~1,102.86~~ $1,213.20	$~~1,665.28~~ 1,821.60
6	315,000	$~~1,930.01~~ 2,123.10	$~~2,896.74~~ 3,187.80
8	675,000	$~~4,135.73~~ 4,549.50	$~~6,207.30~~ $6,831.00

A surcharge shall be added to the above charges for water services in the amount of 14%. This extra charge is made for the purpose of financing the cost of obtaining water from the New York City Aqueduct. Such surcharge shall be effective on October 1, 1981, and shall continue to be made in every quarterly billing period in which any water is taken from the Aqueduct tap.

Section 2. This Ordinance shall take effect on January 1, 2020.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

Meter size gallons inside/outside

METER SIZE	GALLONS	INSIDE CITY	WITH 10% INCREASE	OUTSIDE CITY	OUTSIDE CITY WITH 10% INCREASE
5/8"	6,000	$36.78	$40.44		
5/8"	9,000			85.82	$91.08
¾"	14,000	85.82	$94.36	128.80	141.68
1"	24,000	147.12	161.76	220.80	242.88
1 ½"	42,000	257.46	283.08	386.40	425.04
2"	83,000	508.79	559.42	763.60	839.96
3"	120,000	735.60	808.80	1,104.00	1,214.40
4"	180,000	1,103.40	1,213.20	1,656.00	1,821.60
6"	315,000	1,930.95	2,123.10	2,898.00	3,187.80
8"	675,000	4,137.75	4,549.50	6,210.00	6,831.00

SEWER USAGE IS 108% OF WATER AMOUNT $6.62 ($7.27 New rate)

WATER FACILITY FEE IS $8.66 PER UNIT

1.00=$8.66
1.75=$15.16
2.50=$21.65
3.25=$28.15

SEWER FACILITY FEE IS $3.38 PER UNIT

1.00=$3.38
1.75=$5.92
2.50=$8.45
3.25=$10.99

OVER THE MINIMUM USAGE **$6.13 INSIDE CITY LIMITS ($6.74 New city rate)**
$9.20 OUTSIDE CITY LIMITS ($10.12 new outside)

Minimum bills with 10% increase in water in red

	5/8"	5/8"	¾"	¾"			
Water	36.78	40.44	85.82	94.36			
Sewer	39.72	43.68	92.68	101.92			
SF	8.66	8.66	8.66	8.66			
WF	3.38	3.38	3.38	3.38			
TOTAL	$88.54	$96.16	$190.54	$208.32			

ORDINANCE NO.:_____ - 2019

OF

_____, 2019

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Applicability.

Notwithstanding any other provision in this Code, the following schedule of fees is hereby established with respect to licenses, permits, registrations, applications, subscriptions and activities required or regulated under the provisions of the Code of the City of Newburgh. Specific requirements and regulations shall be as set forth in the chapter to which reference is made below. The following schedule of fees shall remain in effect until rescinded or amended.

Code Section	Type of Fee	Amount
§ 293-38	Quarterly metered water rates per 1,000 gallons	
	First 1,000 gallons	Inside City: $~~6.127~~ 6.44 Outside City: $~~9.196~~ 9.66
	Additional usage	Flat rate of $~~6.127~~ 6.44 ($~~9.196~~ 9.66 outside City) per 1,000 gallons

Minimum quarterly charge:

Meter Size (inches)	Gallons Allowed	Inside City	Outside City
+5/8	6,000	$~~36.76~~ 38.64	
+5/8	9,000		$~~82.76~~ 86.94
3/4	14,000	$~~85.78~~ 90.16	$~~128.74~~ 135.24
1	24,000	$~~147.05~~ 154.56	$~~220.70~~ 231.84

Underlining denotes additions
~~Strikethrough~~ denotes deletions

1 1/2	42,000	$~~257.33~~ 270.48	$~~386.23~~ 405.72
2	83,000	$~~508.54~~ 534.52	$~~763.27~~ 801.78
3	120,000	$~~735.24~~ 772.80	$~~1,103.52~~ 1,159.20
4	180,000	$~~1,102.86~~ $1,159.20	$~~1,665.28~~ 1,738.80
6	315,000	$~~1,930.01~~ 2,028.60	$~~2,896.74~~ 3,042.90
8	675,000	$~~4,135.73~~ 4,347.00	$~~6,207.30~~ $6,520.50

A surcharge shall be added to the above charges for water services in the amount of 14%. This extra charge is made for the purpose of financing the cost of obtaining water from the New York City Aqueduct. Such surcharge shall be effective on October 1, 1981, and shall continue to be made in every quarterly billing period in which any water is taken from the Aqueduct tap.

Section 2. This Ordinance shall take effect on January 1, 2020.

Underlining denotes additions
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METER SIZE GALLONS INSIDE/OUTSIDE

METER SIZE	GALLONS	INSIDE CITY	WITH 5% INCREASE	OUTSIDE CITY	OUTSIDE CITY WITH 5% INCREASE
5/8”	6,000	$36.78	$38.64		
5/8”	9,000			82.80	$86.94
¾”	14,000	85.82	$90.16	128.80	135.24
1”	24,000	147.12	154.56	220.80	231.84
1 ½”	42,000	257.46	270.48	386.40	405.72
2”	83,000	508.79	534.52	763.60	801.78
3”	120,000	735.60	772.80	1,104.00	1,159.20
4”	180,000	1,103.40	1,159.20	1,656.00	1,738.80
6”	315,000	1,930.95	2,028.60	2,898.00	3,042.90
8”	675,000	4,137.75	4,347.00	6,210.00	6,520.50

SEWER USAGE IS 108% OF WATER AMOUNT $6.62 ($6.96 new rate)
Town Sewer Rate will be 108% of outside water rate of $9.66 ($10.43 new)

WATER FACILITY FEE IS $8.66 PER UNIT

1.00=$8.66
1.75=$15.16
2.50=$21.65
3.25=$28.15

SEWER FACILITY FEE IS $3.38 PER UNIT

1.00=$3.38
1.75=$5.92
2.50=$8.45
3.25=$10.99

OVER THE MINIMUM USAGE $6.13 INSIDE CITY LIMITS ($6.44 New city rate)
$9.20 OUTSIDE CITY LIMITS ($9.66 new outside)

	current rate	new rate 5%	new rate
water	6.13	0.3065	6.4365
sewer	6.44	108%	6.9552
water	6	6.44	38.64
sewer	6	6.96	41.76
			8.66
			3.38
			92.44
water	14	6.44	90.16
sewer	14	6.96	97.44
			8.66
			3.38
			199.64

town	9	9.66	86.94
	14	9.66	135.24
	24	9.66	231.84
	42	9.66	405.72
	83	9.66	801.78
	120	9.66	1159.2
	180	9.66	1738.8
	315	9.66	3042.9
	675	9.66	6520.5

ORDINANCE NO.: 10 - 2019

OF

NOVEMBER 21, 2019

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Applicability.

Notwithstanding any other provision in this Code, the following schedule of fees is hereby established with respect to licenses, permits, registrations, applications, subscriptions and activities required or regulated under the provisions of the Code of the City of Newburgh. Specific requirements and regulations shall be as set forth in the chapter to which reference is made below. The following schedule of fees shall remain in effect until rescinded or amended.

Code Section	Type of Fee	Amount
§ 293-38	Quarterly metered water rates per 1,000 gallons	
	First 1,000 gallons	Inside City: $~~6.127~~ 6.44 Outside City: $~~9.196~~ 9.66
	Additional usage	Flat rate of $~~6.127~~ 6.44 ($~~9.196~~ 9.66 outside City) per 1,000 gallons

Minimum quarterly charge:

Meter Size (inches)	Gallons Allowed	Inside City	Outside City
+5/8	6,000	$~~36.76~~ 38.64	
+5/8	9,000		$~~82.76~~ 86.94
3/4	14,000	$~~85.78~~ 90.16	$~~128.74~~ 135.24
1	24,000	$~~147.05~~ 154.56	$~~220.70~~ 231.84

Underlining denotes additions
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1 1/2	42,000	$~~257.33~~ 270.48	$~~386.23~~ 405.72
2	83,000	$~~508.54~~ 534.52	$~~763.27~~ 801.78
3	120,000	$~~735.24~~ 772.80	$~~1,103.52~~ 1,159.20
4	180,000	$~~1,102.86~~ $1,159.20	$~~1,665.28~~ 1,738.80
6	315,000	$~~1,930.01~~ 2,028.60	$~~2,896.74~~ 3,042.90
8	675,000	$~~4,135.73~~ 4,347.00	$~~6,207.30~~ $6,520.50

A surcharge shall be added to the above charges for water services in the amount of 14%. This extra charge is made for the purpose of financing the cost of obtaining water from the New York City Aqueduct. Such surcharge shall be effective on October 1, 1981, and shall continue to be made in every quarterly billing period in which any water is taken from the Aqueduct tap.

Section 2. This Ordinance shall take effect on January 1, 2020.

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LOCAL LAW NO.: 3 - 2019

OF

NOVEMBER 21, 2019

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

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

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2020 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

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

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2020 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

RESOLUTION NO.: ___287_____ -2019

OF

NOVEMBER 21, 2019

A RESOLUTION TO CERTIFY THE BASE PERCENTAGES, CURRENT PERCENTAGES, CURRENT BASE PROPORTIONS AND ADJUSTED BASE PROPORTIONS UNDER THE HOMESTEAD OPTION OF ARTICLE 19 OF THE REAL PROPERTY TAX LAW OF THE STATE OF NEW YORK

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that this Council does hereby certify the base percentages, current percentages, current base proportions and the adjusted base proportions as set forth on the annexed certificates, pursuant to Article 19 of the Real Property Tax Law of the State of New York.

RP-6701

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
16 SHERIDAN AVENUE, ALBANY, NY 12210-2714

11/15/19

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE
LEVY OF TAXES ON THE **2019** ASSESSMENT ROLL

Approved Assessing Unit City of Newburgh, 331100
Name of Portion City of Newburgh, 331100

DETERMINATION OF BASE PERCENTAGES

Section I

Class	(A) 1991 Taxable Assessed Value	(B) 1991 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) Base Percentages (C/sum of C)
Homestead	179,193,709	41.24	434,514,328	64.7177
Nonhomestead	111,241,235	46.96	236,885,083	35.2823
Total	290,434,944		671,399,411	100.0000

DETERMINATION OF CURRENT PERCENTAGES

Section II

Class	(E) Prior Year Taxable Assessed Value (Inc. Spec. Fran.)	(F) Prior Year Class Equalization Rate	(G) Estimated Market Value E/(F/100)	(H) Current Percentages (G/sum of G)
Homestead	528,866,016	100	528,866,016	58.25276
Nonhomestead	379,015,404	100	379,015,404	41.74724
Total	907,881,420		907,881,420	100.00000

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III

Class	(I) Local Base Proportion for the 1992 Assessment Roll	(J) Updated Local Base Proportion I*(H/D)	(K) Prospective Current Base Proportion Part (J) Prorated to 100.00 (J/sum of J)	(L) Adusted Base Proportion used for Prior Tax Levy	(M) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((K/L)-1*100)	(N) Maximum Current Base Proportion (L*1.05)	(O) Current ase Proportior
Homestead	57.00000	51.30601	50.20889	50.53455	-0.64		50.20889
Nonhomestead	43.00000	50.87910	49.79111	49.46545	0.66		49.79111
Total	100.00000	102.18511	100.00000	100.00000			100.00000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____
signature

_____
title

_____
date

RP-6703

NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES
16 SHERIDAN AVENUE, ALBANY, NY 12210-2714

11/15/19

CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL
FOR THE 2019 ASSESSMENT ROLL

Approved Assessing Unit		City of Newburgh, 331100
Name of Portion		City of Newburgh, 331100
Reference Rol	2018	
Levy Roll	2019	

Section I — DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANT
EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

Class	(A) Total Assessed Value on the Reference Roll Excluding roll section 5	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	(D) Net Assessed Value of Physical and Quantity Changes (B-C)	(E) Surviving Total Assessed Value on the Reference Roll (A-C)
Homestead	548,239,945	3,055,200	1,280,700	1,774,500	546,959,245
Nonhomestea	340,999,010	2,185,600	459,300	1,726,300	340,539,710

Class	(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	(G) Total Assessed Value of Equalization Decreases between the Reference Roll	(H) Net Equalization Changes (F-G)	(I) Change in Level of Assessment Factor (H/E)+1	
Homestead	44,274,675	1,895,400	42,379,275	1.07748	0.9336
Nonhomestead	8,197,574	4,859,426	3,338,148	1.00980	1.0005

Section II — COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

Class	(J) Taxable Assessed Value on the Levy Roll Excluding roll section5	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (J/I)	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (K+L)	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor (M/N)	
Homestead	570,726,881	529,685,967	0	529,685,967	528,866,016	1.00155	0.9491
Nonhomestea	338,536,605	335,250,306	54,158,728	389,409,034	379,015,404	1.02742	0.9988

Section III — COMPUTATION OF ADJUSTED BASE PROPORTIONS

Class	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes (P*O)	(R) Adjusted Base Proportions (Q/sum of Q)
Homestead	50.20889	50.28673	49.57130
Nonhomestea	49.79111	51.15652	50.42870
Total	100.00000	101.44325	100.00000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____
signature

_____
title

Local Adjustments to the Adjusted Base Proportions

The municipality may make certain adjustments to the ABPs.
See Subsection 1903-4(c) of the Real Property Tax Law

City of Newburgh 2019

STEP 1 - Subtract the Adjusted Base Proportion for the Homestead Class from the Current Percentage for the Homestead Class

Current Percentage for Homestead Class (Part I of form RP-6701)		58.25276
Adjusted Base Proportion for Homestead Class (column R of form RP-6703)	-	49.57130
Difference		8.68147

STEP 2 - Take the Difference computed in STEP 1 and multiply it by 10%, 20%, 25%, 30%, 40%, 50%, 60%, 70%, 75%, 80%, and 90%. Add this amount to the Homestead Adjusted Base Proportion.

Select a Percentage	Amount to be added to Homestead ABP		POSSIBLE TAX SHARES WHICH MAY BE ADOPTED	
			Homestead	NonHomestead
			49.57130	50.42870
10%	0.86815		50.43944	49.56056
20%	1.73629		51.30759	48.69241
25%	2.17037		51.74166	48.25834
30%	2.60444		52.17574	47.82426
40%	3.47259		53.04388	46.95612
50%	4.34073		53.91203	46.08797
60%	5.20888		54.78018	45.21982
70%	6.07703		55.64832	44.35168
75%	6.51110		56.08240	43.91760
80%	6.94517		56.51647	43.48353
90%	7.81332		57.38462	42.61538
100%	8.68147		58.25276	41.74724

RESOLUTION NO.: 288 - 2019

OF

NOVEMBER 21, 2019

A RESOLUTION ADOPTING THE BUDGET FOR THE FISCAL YEAR 2020

WHEREAS, the City Manager, on October 15, 2019, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the "Manager's Proposed Fiscal Year 2020 Budget" and the "Manager's Proposed Personnel Analysis Book" of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2020; and

WHEREAS, such detailed estimates have been filed in the City Clerk's Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 12, 2019 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller's budget review report #B19-6-11 dated November 15, 2019; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2020 as appears in the annexed "City Council Adopted Fiscal Year 2020 Budget" on November 21, 2019; and

BE IT FURTHER RESOLVED, that the sum of $22,184,692 be levied and raised on account of City taxes for the year 2020 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being $570,726,881 for Homestead Properties and $393,605,603 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of $22,184,692 to be extended and apportioned and adjusted on said assessment roll at $19.606286 for Homestead Properties and $27.933692 for Non-Homestead Properties on every $1,000 of taxable real property, including special franchise assessments; and

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2020 is as set forth in Section 163-1 of the City Code of Ordinances; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 2nd day of January 2020, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 2nd day of January 2020, and collect up to and including the 5th day of February 2020, without fees, and to add 5% from the 6th day of February 2020, up to and including the 31st day of March 2020.

The second installment commencing on the 1st day of March 2020, and collect up to and including the 6th day of April 2020, without fees, and to add 5% from the 7th day of April 2020, up to and including the 30th day of May 2020.

The third installment commencing on the 1st day of May 2020, and collect up to and including the 5th day of June 2020, without fees, and to add 5% from the 6th day of June 2020, up to and including the 30th day of July, 2020.

The fourth installment commencing on the 1st day of July 2019, and collect up to and including the 5th day of August 2020, without fees, and to add 5% from the 6th day of August 2020, up to and including the 1st day of October, 2020.

In addition, thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the Key Bank of NY, N.A., Chase, TD Bank, Sterling National Bank, or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

RESOLUTION NO.: 289 - 2019

OF

NOVEMBER 21, 2019

RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENT NO. 1 WITH PASSPORT LABS, INC. FOR MUNICIPAL PARKING SERVICES AND RELATED EQUIPMENT

WHEREAS, by Resolution No. 195-2019, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement to upgrade its technology related to municipal parking services and enforcement with Passport Labs, Inc.; and

WHEREAS, additional services are required to address parking violations for non-New York State residents; and

WHEREAS, Passport has submitted Amendment No. 1 to address the fee structure for collecting fines from non-New York State residents and this Council finds that signing Amendment No. 1 is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into Amendment No. 1 with Passport Labs, Inc. for municipal parking services and enforcement, said amendment addressing the fee structure for collecting fines from non-New York State residents.

First Amendment to Agreement

Reference is made to that certain Software License and Service Agreement the ("Agreement") dated August 19, 2019 by and between Passport Labs, Inc. ("Passport") and the City of Newburgh ("Provider") (Passport and Provider are collectively referred to as the "Parties").

The Parties desire to amend the Agreement as follows, which shall be effective as of the last date specified below the Parties' signatures:

1. The following changes are made to Section IV., Fees of the Agreement:

IV. FEES

Per Transaction MPP Service and License Fee*		$0.15
Maximum Convenience Fee Passed through to Parking Customers		$0.15
CMP Service and License Fee Per Ticket Paid		$2.70
Additional CMP Service and License Fee Per Ticket Paid After Citation Amount Escalation		30%
Cost Per Notification Letter Sent by Passport		$0.75 + postage
Harvester Service Per Ticket Paid After Citation Amount Escalation		25%
Cost Per Notification Letter Sent by Passport for Harvester Services		$0.75 + postage
Harvester Service- Commencing within three (3) months of the implementation of the Services Passport shall send a letter to all parkers who are not New York residents and who have received a citation within four (4) years of the date of implementation of the Services.		
Merchant Processing Costs: Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.		
Merchant of Record for Transactions:	X Passport	Provider
Passport Merchant Processing Rate Per Transaction:	2.9%, plus $0.25	
Payment Gateway Provider:	X Passport	Other
Passport Gateway Fee Per Transaction:	$0.05	

*An MPP "transaction" is a single session lasting less than twenty-four (24) hours in duration.

2. Except as expressly amended herein, the remainder of the Agreement remains in full force and effect.

Agreed to and accepted by:

Passport Labs, Inc.	City of Newburgh
By:_____	By:_____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RESOLUTION NO.: 195 - 2019

OF

AUGUST 12, 2019

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOFTWARE LICENSE AND SERVICE AGREEMENT WITH PASSPORT LABS, INC. FOR MUNICIPAL PARKING SERVICES AND RELATED EQUIPMENT

WHEREAS, the City of Newburgh has determined to upgrade its technology related to municipal parking services and enforcement; and

WHEREAS, the City has identified the Passport Parking Management System, a product of Passport Labs, Inc. as a system that would benefit the City with new, interactive technology and better parking services and enforcement techniques; and

WHEREAS, the Passport Parking Management software allows for system users to pay by credit card, and all merchant processing fees will be paid for by the end user; and

WHEREAS, the proposed Agreement is for a term of three years; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into this Agreement to provide municipal parking services;

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 an agreement with Passport Labs, Inc. with all such terms and conditions as may be required by the Corporation Counsel for the Passport Parking Management System to provide municipal parking services.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 8/12/19 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 13th day of Aug 20 19

Katrina Cotten

Deputy City Clerk

RESOLUTION NO.: ___290____ - 2019

OF

NOVEMBER 21, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COPIER LEASE AGREEMENT RENEWAL WITH RICOH USA, INC. FOR CITY HALL, CITY CLERK AND THE WATER DEPARTMENT AT A COST OF $637.66 PER MONTH FOR A PERIOD OF 36 MONTHS

WHEREAS, the City of Newburgh's City Hall, City Clerk and Water Department are in need of new lease agreements for copiers to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, a review of available equipment and systems has determined that a renewal agreement with RICOH USA, Inc. is the most appropriate and cost-effective alternative; and

WHEREAS, the total cost of the copiers and related equipment is $637.66 per month for a period of 36 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1670.0400—Central Printing and Mailing; and

WHEREAS, a copy of said Lease Agreement is attached hereto; and

WHEREAS, this Council has reviewed such agreement and has determined that it is in the best interests of the City of Newburgh to enter into such agreement;

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 a Lease Agreement with RICOH USA, Inc. in substantially the same form as annexed hereto for copiers and related services according to the terms therein stated at the cost of $637.66 per month for 36 months.

DocuSign Envelope ID: 72DD1CA0-408C-44AC-9954-6235A5801871

IMAGE PLUS Management

Product Schedule

RICOH
Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

Product Schedule Number:
Master Lease Agreement Number:

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and NEWBURGH, CITY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

NEWBURGH, CITY OF Customer (Bill To)	Nicholas Crispino Billing Contact Name
83 BROADWAY Product Location Address	83 BROADWAY FL 2 Billing Address *(if different from location address)*
NEWBURGH / ORANGE / NY / 12550-5617 City / County / State / Zip	NEWBURGH / ORANGE / NY / 12550-5617 City / County / State / Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
(845) 569-7326		ncrispino@cityofnewburgh-ny.gov

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip
1	RICOH MP4055SP CONFIGURABLE PTO MODEL	83 BROADWAY, NEWBURGH, NY, 12550-5617, US
1	RICOH MP7503SP CONFIGURABLE PTO MODEL	83 BROADWAY, NEWBURGH, NY, 12550-5617, US
1	RICOH IMC4500 CONFIGURABLE PTO MODEL	493 LITTLE BRITAIN RD, NEWBURGH, NY, 12550-6101, US

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*
36	$637.66

Minimum Payment Billing Frequency
- ☑ Monthly
- ☐ Quarterly
- ☐ Other:_____

Advance Payment
- ☐ 1st Payment
- ☐ 1st & Last Payment
- ☐ Other: _____

Guaranteed Minimum Images*°	
Black/White	**Color**
25250	200

Cost of Additional Images°	
Black/White	**Color**
0.0042	0.035

Meter Reading/Billing Frequency
- ☐ Monthly
- ☑ Quarterly
- ☐ Other: _____

* Based upon Minimum Payment Billing Frequency
° Based upon standard 8 ½" x 11" paper size. Paper sizes greater than 8 ½" x 11" may count as more than one image.

Sales Tax Exempt: ☑YES (Attach Exemption Certificate) Customer Billing Reference Number(P.O. #, etc.)

Addendum(s) attached: ☐YES (check if yes and indicate total number of pages:)

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT**. You acknowledge and agree that the Ricoh service commitments included on the "*Image Management Plus Commitments*" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Ricoh USA, Inc. ("Ricoh") governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.

3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are:

_____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By:	By:
X_____	**X**_____
Authorized Signer Signature	Authorized Signer Signature
Printed Name: Nicholas Crispino	Printed Name: _____
Title: Information Systems Manager Date: _____	Title: _____ Date: _____

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RICOH

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

RICOH USA, INC.
IMAGE MANAGEMENT PLUS COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 300 Eagleview Blvd, Suite 200, Exton, PA 19341 ("Ricoh"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments, including overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Ricoh may refuse you additional supply shipments. Optional supply items such as paper, staples and transparencies are not included.

RESPONSE TIME COMMITMENT

Ricoh will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any Ricoh office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

Ricoh will service the Product to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Product in your office, Ricoh, at Ricoh's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at Ricoh's service center, or Ricoh will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 8 business hours of a call or e-mail to one of Ricoh's account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Image Management Plus Product Schedule within a 2 day timeframe. *To ensure the most timely response please call 1-888-275-4566.*

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. In no event shall Ricoh be liable to you for any damages resulting from or related to any failure of any software, including but not limited to, loss of data or delay of delivery of services under these Service Commitments. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "Ricoh Certified Technician". If any software, systems support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Image Management Plus Product Schedule as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

Customer Initials

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

RICOH

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	NEWBURGH, CITY OF				
Contact Name:	Nicholas Crispino			Phone:	(845) 569-7326
Address:	493 LITTLE BRITAIN RD			City:	NEWBURGH
State:	NY	Zip:	12550-6101	Fax/Email:	ncrispino@cityofnewburgh-ny.gov

Make	Model	Serial Number
	MP4002SP	W524L500901/C81044832

Customer Name:	NEWBURGH, CITY OF				
Contact Name:	Nicholas Crispino			Phone:	(845) 569-7326
Address:	83 BROADWAY FL 2			City:	NEWBURGH
State:	NY	Zip:	12550-5617	Fax/Email:	ncrispino@cityofnewburgh-ny.gov

Make	Model	Serial Number
	MP4002SP	W524L200659/C81039631

Customer Name:	NEWBURGH, CITY OF				
Contact Name:	Nicholas Crispino			Phone:	(845) 569-7326
Address:	83 BROADWAY FL 4			City:	NEWBURGH
State:	NY	Zip:	12550-5617	Fax/Email:	ncrispino@cityofnewburgh-ny.gov

Make	Model	Serial Number
	AFMP7001SP	V7016000135/C81000849

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option
This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☑**Equipment Removal (Leased by Customer)**. In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER

Signature: _____

Name: Nicholas Crispino

RICOH USA, INC.

Signature: _____

Name:

DocuSign Envelope ID: 72DD1CA0-408C-44AC-9954-6235A5801871

RICOH

Title: Information Systems Manager

Date:

Title:

Date:

\i1\Initials

Certificate Of Completion

Envelope Id: 72DD1CA0408C44AC99546235A5801871

Status: Sent

Subject: Ricoh Documents For You to Review and Sign (Quote Number - 26477820

Source Envelope:

Document Pages: 5

Signatures: 0

Certificate Pages: 1

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Nicholas Crispino ncrispino@cityonewburgh-ny.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 9/13/2019 11:36:38 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Hons Brian W Brian.Hons@ricoh-usa.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/13/2019 11:36:38 AM Viewed: 9/13/2019 11:51:48 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

RESOLUTION NO.: _____291_____ - 2019

OF

NOVEMBER 21, 2019

A RESOLUTION DECLARING 22 DESKTOP COMPUTERS AND 19 MONITOR SCREENS AS SURPLUS AND AUTHORIZING DISPOSITION PURSUANT TO THE CITY OF NEWBURGH'S SURPLUS PROPERTY DISPOSITION POLICY AND PROCEDURE

WHEREAS, the City of Newburgh IT Department has reported that it is in possession of 22 desktop computers and 19 monitor screens that are of no use by the City of Newburgh; and

WHEREAS, the IT Department has requested that the computer equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the computer equipment as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the desktop computers and monitors identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus desktop computers and monitors in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

PD Inventory List - 2019

Equipment Type (PC with Monitor, Laptop, Printer, Scanner)	**Make**	**Model**
Monitor	Dell	2009WT
Monitor	Dell	2009WT
Monitor	Dell	2009WT
Monitor	Dell	2009WT
Monitor	Dell	2009WT
Monitor	Dell	2009WT
Monitor	Dell	1908FPt
Monitor	Dell	1909Wb
Monitor	Dell	E153FPc
Monitor	Dell	P1913t
Monitor	Samsung	930B S
Monitor	Dell	SE197FPf
Monitor	Dell	1909Wb
Monitor	Dell	1708FPt
Monitor	Dell	2009WT
Monitor	Dell	2009WT
Monitor	Dell	P2211Ht
Monitor	Dell	P1913t
Monitor	Dell	2009WT
Desktop	Dell	Optiplex 780
Desktop	Dell	Optiplex 780
Desktop	Dell	Optiplex 745
Desktop	Dell	Optiplex 760
Desktop	Dell	Optiplex 780
Desktop	Dell	Optiplex GX280
Desktop	Dell	Optiplex 780
Desktop	Dell	Optiplex 781
Desktop	Dell	Optiplex 782
Desktop	Dell	Optiplex 783
Desktop	Dell	Optiplex 745
Desktop	Dell	Optiplex GX280
Desktop	Dell	Optiplex GX280
Desktop	Dell	Optiplex 745
Desktop	Dell	Optiplex 780
Desktop	Dell	Optiplex 780
Desktop	Dell	Optiplex 745
Desktop	Dell	Optiplex 760
Desktop	Dell	Optiplex 745
Desktop	Dell	Optiplex 780
Desktop	Dell	Optiplex 780

Desktop	Lenovo	N/A

Seriel # or Service Tag		
SB	Desktops=	22
SB	Servers=	0
SB		
SB	Laptop	0
	Printer	0
	Copier	0
	CRT	0
	LCD	19
SB	Switches	0
SB		
SB		
SB		
7WWR1P1	No HD	
2YWR1P1	No HD	
CM5DBD	No HD	
C2TTML1	No HD	
DXWR1P1	No HD	
49LNGB1	No HD	
BXWR1P1	No HD	
GVWR1P1	No HD	
HVWR1P1	No HD	
BWWR1P1	No HD	
7B80NC1	No HD	
1JQHV71	No HD	
JHQHV71	No HD	
50FP7D1	No HD	
FWWR1P1	No HD	
2WWR1P1	No HD	
GN5DBD1	No HD	
7Z1PPL1	No HD	
2L5DBD1	No HD	
JVWR1P1	No HD	
BYWR1P1		

LKFZWG0	HD

RESOLUTION NO.: ___292___-2019

OF

NOVEMBER 21, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO J & J PARTNERS REALTY, LLC TO THE PREMISES KNOWN AS 93 HASBROUCK STREET (SECTION 38, BLOCK 5, LOT 7)

WHEREAS, on March 12, 2018, the City of Newburgh conveyed property located at 93 Hasbrouck Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 5, Lot 7, to J & J Partners Realty, LLC; and

WHEREAS, a member of J & J Partners Realty, LLC has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 93 Hasbrouck Street, Section 38, Block 5, Lot 7 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated March 12, 2018, from THE CITY OF NEWBURGH to J & J PARTNERS REALTY, LLC, recorded in the Orange County Clerk's Office on April 5, 2018, in Liber 14383 of Deeds at Page 1732 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2019

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550
(845) 569-7400/Fax (845) 569-0096
www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

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

DATE: November 1, 2019

SUBJECT: 93 Hasbrouck Street, Release of Restrictive Covenants

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With regard to the request related to the release of the restrictive covenants for 93 Hasbrouck Street owned by J & J Partners Realty, LLC, I conducted an inspection of the property on 11/1/2019 and reviewed the building file in the office. Below are my findings:

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

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

There are no open permits.

There is a valid Rental License.

There is a valid Certificate of Occupancy on file from 1/13/1967 for a Two Family Dwelling.

Thank you.

93

RESOLUTION NO.: ___293__-2019

OF

NOVEMBER 21, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A PARTIAL RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO JOSE A. GUADRON TO THE PREMISES KNOWN AS 221 CITY TERRACE (SECTION 17, BLOCK 7, LOT 10)

WHEREAS, on August 22, 2018, the City of Newburgh conveyed property located at 221 City Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 17, Block 7, Lot 10, to Jose A. Guadron; and

WHEREAS, Mr. Guadron has requested a partial release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the partial release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

PARTIAL RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 221 City Terrace, Section 17, Block 7, Lot 10 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated August 22, 2018, from THE CITY OF NEWBURGH to JOSE A. GUADRON, recorded in the Orange County Clerk's Office on August 27, 2018, in Liber 14451 of Deeds at Page 787 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh with respect to restrictive covenants numbered 1, 2, 3, 4, and 5 in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2019

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550
(845) 569-7400/Fax (845) 569-0096
www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

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

DATE: November 1, 2019

SUBJECT: 221 City Terrace, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 221 City Terrace owned by J & J Partners Realty, LLC, I conducted an inspection of the property on 11/1/2019 and reviewed the building file in the office. Below are my findings:

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

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

There are no open permits.

A Rental License is not required as the property is owner occupied.

There is a valid Certificate of Occupancy on file from 11/14/1985 for a Single Family Dwelling.

Thank you.

RESOLUTION NO.: ___294_-2019

OF

NOVEMBER 21, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A PARTIAL RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO JIMMY R. MERA TO THE PREMISES KNOWN AS 7 LOCUST STREET (SECTION 25, BLOCK 5, LOT 18)

WHEREAS, on February 26, 2018, the City of Newburgh conveyed property located at 7 Locust Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 25, Block 5, Lot 18, to Jimmy R. Mera; and

WHEREAS, Mr. Mera has requested a partial release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the partial release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

PARTIAL RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 7 Locust Street, Section 25, Block 5, Lot 18 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated February 26, 2018, from THE CITY OF NEWBURGH to JIMMY R. MERA, recorded in the Orange County Clerk's Office on March 22, 2018, in Liber 14378 of Deeds at Page 824 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh with respect to restrictive covenants numbered 1, 2, 3, 4, and 5 in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2019

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550
(845) 569-7400/Fax (845) 569-0096
www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

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

DATE: November 7, 2019

SUBJECT: 7 Locust Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 7 Locust Street owned by Jimmy R. Mera, I conducted an inspection of the property on 11/7/2019 and reviewed the building file in the office. Below are my findings:

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

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

There are no open permits.

A Rental License is not required as the property is owner occupied.

There is a valid Certificate of Occupancy on file from 3/20/1968 for a Single Family Dwelling.

Thank you.

7
7
Castle
WINDOWS
800.360.4406

RESOLUTION NO.: __295__-2019

OF

NOVEMBER 21, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO AAMIR MUMTAZ TO THE PREMISES KNOWN AS 100 COURTNEY AVENUE (SECTION 48, BLOCK 1, LOT 27)

WHEREAS, on April 10, 2017, the City of Newburgh conveyed property located at 100 Courtney Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 48, Block 1, Lot 27, to Aamir Mumtaz; and

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

WHEREAS, it has been determined that such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 100 Courtney Avenue, (Section 48, Block 1, Lot 27) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated April 10, 2017 from THE CITY OF NEWBURGH to Aamir Mumtaz, recorded in the Orange County Clerk's Office on May 3, 2017, in Liber 14266 of Deeds at Page 1602 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2019

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RECORD & RETURN TO:

CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550
(845) 569-7400/Fax (845) 569-0096
www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

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

DATE: September 30, 2019

SUBJECT: 100 Courtney Avenue, Release of Restrictive Covenants

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With regard to the request related to the release of the restrictive covenants for 100 Courtney Avenue owned by Aamir Mumtaz, I conducted an inspection of the property on 9/27/2019 and reviewed the building file in the office. Below are my findings:

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

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

The two violations from the September 11, 2019 inspection have been corrected.

Currently there are no open permits.

There is a valid Certificate of Occupancy on file from 6/23/1988 for a Three Family Residential Building.

Thank you.

234-1040

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

LICENSE NUMBER
00187-19R

RENTAL LICENSE

Date of Issue
October 04, 2019

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

PROPERTY: 48-1-27, 100 Courtney Ave

RENTAL UNITS/OCCUPANTS: First Floor Four Occupants
Second Floor Four Occupants
Third Floor Four Occupants

RECEIPT #/ FEE: 59989 /240.00

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

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

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

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

OWNER MAILING ADDRESS
Aamir Mumtaz
PO BOX 12
Pleasantville, NY 10570

THIS LICENSE MUST BE
DISPLAYED

AUTHORIZED SIGNATURE

RESOLUTION NO.: ___296__-2019

OF

NOVEMBER 21, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO 120 JOHNSTON, LLC TO THE PREMISES KNOWN AS 120 JOHNSTON STREET (SECTION 18, BLOCK 10, LOT 1.2)

WHEREAS, on June 12, 2015, the City of Newburgh conveyed property located at 120 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 10, Lot 1.2, to 120 Johnston, LLC; and

WHEREAS, a member of 120 Johnston, LLC has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 120 Johnston Street, Section 18, Block 10, Lot 1.2 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 12, 2015, from THE CITY OF NEWBURGH to 120 JOHNSTON, LLC, recorded in the Orange County Clerk's Office on July 1, 2015, in Liber 13914 of Deeds at Page 1311 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2019

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550
(845) 569-7400/Fax (845) 569-0096
www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

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

DATE: November 12, 2019

SUBJECT: 120 Johnston Street, Release of Restrictive Covenants

---

With regard to the request related to the release of the restrictive covenants for 120 Johnston Street owned by 120 Johnston LLC, I conducted an inspection of the property on 7/25/2019 and reviewed the building file in the office. Below are my findings:

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

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

There are no open permits.

The property is compliant with the Rental Registry and has a valid Rental License.

There is a valid Certificate of Occupancy on file from 7/25/2019 for Eight Dwelling units.

Thank you.

120
ONE WAY

RESOLUTION NO.: ___297_-2019

OF

NOVEMBER 21, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A PARTIAL RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO RAMON SOLIS AND TELMA BARILLAS TO THE PREMISES KNOWN AS 45 ROBINSON AVENUE (SECTION 28, BLOCK 2, LOT 7)

WHEREAS, on November 21, 2016, the City of Newburgh conveyed property located at 45 Robinson Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 28, Block 2, Lot 7, to Telma Barillas and Ramon Solis; and

WHEREAS, Mr. Solis and Ms. Barillas have requested a partial release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the partial release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

PARTIAL RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 45 Robinson Avenue, Section 28, Block 2, Lot 7 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 21, 2016, from THE CITY OF NEWBURGH to TELMA BARILLAS AND RAMON SOLIS, recorded in the Orange County Clerk's Office on February 22, 2017, in Liber 14185 of Deeds at Page 1558 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh with respect to restrictive covenants numbered 1, 2, 3, 4, and 5 in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2019

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550
(845) 569-7400/Fax (845) 569-0096
www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

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

DATE: November 12, 2019

SUBJECT: 45 Robinson Avenue, Release of Restrictive Covenants

---

With regard to the request related to the release of the restrictive covenants for 45 Robinson Avenue owned by Barillas Telma and Solis Ramon, I conducted an inspection of the property on 11/4/2019 and reviewed the building file in the office. Below are my findings:

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

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

There are no open permits.

A Rental License is not required as the property is owner occupied.

There is a valid Certificate of Occupancy on file from 1/9/1986 for a Single Family Dwelling.

Thank you.

45

RESOLUTION NO.: __298__-2019

OF

NOVEMBER 21, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO JUAN GALAVIZ (A/K/A JUAN G. GALAVIZ) TO THE PREMISES KNOWN AS 110 JOHNSTON STREET (SECTION 18, BLOCK 10, LOT 11)

WHEREAS, on February 1, 2018, the City of Newburgh conveyed property located at 110 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 10, Lot 11, to Juan Galaviz (a/k/a Juan G. Galaviz); and

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

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 110 Johnston Street, Section 18, Block 10, Lot 11 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated February 1, 2018, from THE CITY OF NEWBURGH to JUAN GALAVIZ (a/k/a JUAN G. GALAVIZ), recorded in the Orange County Clerk's Office on February 14, 2018, in Liber 14362 of Deeds at Page 775 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2019

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550
(845) 569-7400/Fax (845) 569-0096
www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

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

DATE: November 8, 2019

SUBJECT: 110 Johnston Street, Release of Restrictive Covenants

---

With regard to the request related to the release of the restrictive covenants for 110 Johnston Street owned by Juan Galaviz, I conducted an inspection of the property on 11/4/2019 and reviewed the building file in the office. Below are my findings:

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

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

There are no open permits.

The property has a valid Rental License.

There is a valid Certificate of Occupancy on file from 11/7/2019 for a Four Family Dwelling.

Thank you.

7 B 3

RESOLUTION NO.: _____299_____ - 2019

OF

NOVEMBER 21, 2019

A RESOLUTION AUTHORIZING APPROVAL OF A GENERAL LIABILITY INSURANCE POLICY FOR CITY-OWNED TAX FORECLOSED PROPERTIES FOR THE PERIOD OF NOVEMBER 27, 2019 TO NOVEMBER 26, 2020

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

WHEREAS, Arthur J. Gallagher of New York, Inc. has recommended a renewal of liability insurance coverage for Fiscal Year 2019-2020;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning November 27, 2019 through November 26, 2020 with all liability insurance to be provided by Scottsdale Insurance Company; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. to provide for insurance coverage for the City-owned tax foreclosed properties for the period of November 27, 2019 to November 26, 2020.

Proposal of Insurance

City of Newburgh

83 Broadway
Newburgh, NY 12550

Presented: November 13, 2019
Effective: November 27, 2019

Kevin Barry
Area Vice President
Arthur J. Gallagher Risk Management Services, Inc.
2 Westchester Park Drive, 3rd Floor
White Plains, NY 10604
(914) 696-3700
Kevin_Barry@ajg.com

Gallagher

Insurance | Risk Management | Consulting

ajg.com

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Service Team

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

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Kevin Barry Area Vice President	(914) 697-6033 (914) 696-3700	Kevin_Barry@ajg.com	Producer
Nicole Anstett Client Service Manager Senior	(914) 697-6066	Nicole_Anstett@ajg.com	Client Service Manager
Nick Fulciniti Client Service Associate	(914) 697-6004	Nick_Fulciniti@ajg.com	Client Service Associate

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

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Named Insured

Named Insured Schedule:

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

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

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Market Review

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

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Scottsdale Insurance Company	General Liability	Quoted	$24,316.00

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Location Schedule

LINE OF COVERAGE	LOCATION ADDRESS
General Liability	All on File with the Carrier

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Program Details

Coverage: General Liability

Carrier: Scottsdale Insurance Company

Policy Period: 11/27/2019 to 11/27/2020

Form Type:

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

Coverage:

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

Deductibles / Self Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	BI/PD/PI/AI	$1,000

Endorsements include, but are not limited to:

DESCRIPTION
IL 00 17 11-98 Common Policy Conditions IL 00 21 9-08 Nuclear Energy Liability Exclusion Endorsement NOTX0178CW 3-16 Claim Reporting
NOTX0423CW 2-19 Policyholder Disclosure Notice of Terrorism Insurance Coverage
OPS-D-1 1-17 Common Policy Declarations UTS-119g 6-14 Minimum Earned Cancellation Premium UST-9g 5-96 Service of Suit Clause
UTS-COVPG 1-16 Cover Page
UTS-SP-2 12-95 Schedule of Forms and Endorsements UTS-SP-3 8-96 Schedule of Locations
CG 00 14 4-13 Commercial General Liability Coverage form
CG 02 61 7-11 NY Changes – GL Coverage form
CG 21 04 11-85 Exclusion Products-Completed Operations Hazard

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Endorsements include, but are not limited to:

DESCRIPTION
CG 21 05 5-14 Exclusion Access or Disclosure of Confidential or Personal Information and Data Related Liability-with Limited BI Exception
CG 21 44 4-17 Limitation of Coverage to Designated Premises or project
CG 21 47 12-07 Employment Related Practices Exclusion
CG 21 67 12-04 Fungi or Bacteria Exclusion
CG 21 63 1-15 Exclusion of Certified Acts of Terrorism
CLS-SD-L 8-01 Commercial GL Coverage Part Supplemental Dec
CLS-SP-1L 10-93 Commercial GL Coverage Part Extension of Supplemental Dec
GLS-152s 8-16 Amendment to other Insurance Conditions
GLS-298s 11-07 Known Injury or Damage Exclusion-Personal and Advertising Injury
GLS-341s 8-12 Hydraulic Fracturing Exclusion
GLS-457s 10-14 Aircraft Exclusion
GLS-47s 10-07 Minimum and Advanced Premium Endorsement
GLS94s 5-16 BI PD Personal and Advertising Injury Liability Deductible Endorsement
UTS-266g 5-98 Asbestos Exclusion
UTS-267g 5-98 Lead Contamination Exclusion
UTS-365s 2-09 Amendment of Nonpayment Cancellation Condition
UTS-428g 11-12 Premium Audit Endorsement
UTS85g 2-98 Animal Exclusion
UTS-74g 8-95 Punitive or Exemplary Damage Exclusion
GLS-100s 6-13 Exclusion-Contractors and Subcontractors
GLS-328s 1-19 Multi-unit Habitational Conversion Exclusion
GLS-328s 5-11 Absolute Employee and Workers Injury and Liability Exclusion
CG 21 16 4-13 Exclusion Designated Professional Services
GLS-106s 12-13 Total Liquor Liability Exclusion
GLS-455s 10-18 Marijuana/Cannabis Liability Exclusion

Exclusions include, but are not limited to:

DESCRIPTION
Exclusion Products-Completed Operations Hazard
Exclusion Access or Disclosure of Confidential or Personal Information and Data Related Liability-with Limited BI Exception
Employment Related Practices Exclusion
Fungi or Bacteria Exclusion
Exclusion of Certified Acts of Terrorism
Known Injury or Damage Exclusion-Personal and Advertising Injury
Hydraulic Fracturing Exclusion

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Exclusions include, but are not limited to:

DESCRIPTION
Aircraft Exclusion
Lead Contamination Exclusion
Animal Exclusion
Punitive or Exemplary Damage Exclusion
Exclusion-Contractors and Subcontractors
Multi-unit Habitational Conversion Exclusion
Absolute Employee and Workers Injury and Liability Exclusion
Exclusion Designated Professional Services
Total Liquor Liability Exclusion
Marijuana/Cannabis Liability Exclusion

Premium	**$24,316.00**
Terrorism	$1,216.00
Taxes	
Surplus Lines Tax	$919.15
Surplus Lines Stamping Fee	$43.40
Total Taxes	**$962.55**
Fees	
Policy Fee	$150.00
Inspection Fee	$400.00
Total Fees	**$550.00**
ESTIMATED PROGRAM COST	**$27,044.55**
Minimum Premium -	**25.00%**

Auditable Exposures:

CLASS CODE	DESCRIPTION	EXPOSURE	RATE
63010	Dwellings--One-Family (Lessor's Risk Only) - Loc#/Bldg# 73/1	1 - Unit - Per Unit	
63010	Dwellings--One-Family (Lessor's Risk Only) - Loc#/Bldg# 74/1	1 - Unit - Per Unit	
63010	Dwellings One Family (Lessors risk only)	22	327
63011	Dwellings Two Family (Lessors risk only)	5	399
63012	Dwellings Three Family (Lessors risk only)	4	730
68606	Vacant Buildings	60,768 sq Ft	168.56
61217	Buildings or Premises/Bank or Office/Mercantile or Manufacturing (Lessors risk only)	4,935 sq ft	499

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Premium Summary

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

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
General Liability	Premium with TRIA	Scottsdale Insurance Company (Nationwide Mutual Insurance Company)	$40,658.00	Scottsdale Insurance Company (Nationwide Mutual Insurance Company)	$25,532.00
	Taxes		$1,532.81		$962.55
	Total Fees		$550.00		$550.00
	Estimated Cost		$42,740.81		**$27,044.55**
Total Estimated Program Cost			**$42,740.81**		**$27,044.55**

Quote from **Scottsdale Insurance Company (Nationwide Mutual Insurance Company)** is valid until **11/27/2019**

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

General Liability

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

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Premium Financing

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

What is Premium Financing?

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

Why Premium Financing May be Good for Your Business?

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

Want to Learn More?

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

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Payment Plans

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

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Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Scottsdale Insurance Company	A+XV	Non-Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at http://www.ambest.com/ratings.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

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Proposal Disclosures

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

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

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

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

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

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

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

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

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

NOTICE OF EXCESS LINE PLACEMENT
Date: 11/27/19

City of Newburgh
83 Broadway
Newburgh, NY 12550

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

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

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

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

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

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

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

Policy Premium	**$25,532.00**
Insurer Imposed Charges:	
Policy Fees (1)	**$**
Inspection Fees (1)	**$_____**
Total Taxable Charges	**$**
Service Fee Charges:	
Excess Line Tax (3.60%)	**$919.15**
Stamping Fee	**$43.40**
Broker Fee (1)	**$**
Inspection Fee (1)	**$400.00**
Other Expenses (specify) (1)_____	**$ 150**
Total Policy Cost	**$ 27,044.55**

_____
(Signature of Insured)

(1) = Fully earned

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/13/2019, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
☐**Accept** ☐ **Reject**	**General Liability** - Scottsdale Insurance Company
☐*Accept* ☐*Reject*	*TRIA*

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

_____

Producer/ Insured Coverage Amendments and Notes:

_____

_____

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed $20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____

Print Name (Specify Title)

_____

Company

_____

Signature

Date: _____

Gallagher
Insurance | Risk Management | Consulting

Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Newburgh

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME[1]	EST. ANNUAL PREMIUM[2]	COMM.% OR FEE[3]	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
General Liability TRIA	Scottsdale Insurance Company (Nationwide Mutual Insurance Company)	Risk Placement Services	$24,316.00 $1,216	10 %	10 %

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Gallagher
Insurance | Risk Management | Consulting

Claims Reporting By Policy

Reporting Options:

- Email: NortheastRegion.BSD.ClaimsReporting@ajg.com
- Phone: 800.770.0001
- Phone: 856.675.1301 (Direct & International)
- Fax: 856.675.1302
- After hours emergency report service: 877.458.0288

Mailing Address:

Attn: Claims Service Manager
Arthur J. Gallagher
4000 Midlantic Drive
Suite 200
Mt. Laurel, NJ 08054

For all claims reported directly to Gallagher the following services will be provided:

- Preparation of loss notice and delivery to insurance carrier(s).
- Promptly provide claim acknowledgement including claim number and adjuster contact information once the claim is assigned.
- Initiate assignment to Gallagher Claims Advocate when required for continued customer service and management of claims.

CORE360™ Loss Control Portal

Gallagher

Insurance | Risk Management | Consulting

Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention and minimizing your total cost of risk now and in the future.

Gallagher's **CORE360™ Loss Control Portal** is our proprietary Learning Management System (LMS) that supports your safety program, provides real time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key benefits of CORE360™ Loss Control Portal:

- **Access** up to 10 modules of your choice from a library of over 100 training and safety shorts. In addition, monthly bulletins are available covering topics such as General and Environmental Safety, Human Resources, and Health and Wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard** and train an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit
ajg.com/LossControlPortal to learn more.

Most Popular Training Modules:

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication

Gallagher CORE360™

Gallagher CORE360™ is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of your total cost of risk.

Gallagher | eRiskHub®

To access the Gallagher | eRiskHub® now:

1. Navigate to https://eriskhub.com/gallagher
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is 447597.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, Inc. (License No. 0D69293) and/or its affiliate Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 0726293).

eRiskHub® Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360™ — our comprehensive approach of evaluating our client's risk management program — leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability.

Additionally, our data-driven CORE360™ approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

Key Features of the Gallagher | eRiskHub®

- Gallagher Cyber Risk Due Diligence — A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- Risk Manager Tools — A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- News Center — Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center — An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. (Looking for something specific? Try the search box at the top right of the page to search the entire Gallagher | eRiskHub®).
- Security & Privacy Training — An overview of best practices for creating an effective security training program for employees.
- Strategic Third-Party Relationships and Partner Resources — Information on third-party vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.

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CITY OF NEWBURGH - 2019 PROJECTED SCHEDULE OF LOCATIONS (AS OF 9/12/19)

LOC #	STREET ADDRESS	CITY	ZIP CODE	CLASS CODE	DESCRIPTION	PREMIUM BASIS	ADD/DELETE EFF:	VACANT BLDGS	1 FAMILY	2 FAMILY	3 FAMILY	4 FAMILY	JK NOTES
1	96 Carter Street	Newburgh	12550	68606	Vacant Building	840 SQ FT		840					
2	140 Third Street	Newburgh	12550	68606	Vacant Building	2,448 SQ FT		2448					
3	61 Campbell Street	Newburgh	12550	68706	Warehouse - Private	300 SQ FT							
4	7 Gidney Avenue	Newburgh	12550	63012	3 Family Dwelling	1 UNIT					1		
5	360 Liberty Street	Newburgh	12550	68706	Warehouse - Private	22,721 SQ FT							
6	22 Bay View Terrace	Newburgh	12550	63011	2 Family Dwelling	1 UNIT				3			
7	234 First Street	Newburgh	12550	68606	Vacant Building	1,200 SQ FT		1200					
8	134 Carson Avenue	Newburgh	12550	63010	1 Family Dwelling	1 UNIT			9				
9	115 Johnston Street	Newburgh	12550	63010	1 Family Dwelling	1 UNIT			21				
10	120 Grand Street	Newburgh	12550	68606	Vacant Building	3,304 SQ FT		3304					
11	140 Carson Avenue	Newburgh	12550	63010	1 Family Dwelling	1 UNIT			25				
12	236 First Street	Newburgh	12550	63010	1 Family Dwelling	1 UNIT			28				
13	68 Grove Street	Newburgh	12550	63010	1 Family Dwelling	1 UNIT			47				
14	182 Broadway	Newburgh	12550	68606	Vacant Building	1,848 SQ FT		1848					
15	6 Locust Street	Newburgh	12550	63010	1 Family Dwelling	1 UNIT			50				
16	185 Broadway	Newburgh	12550	63012	3 Family Dwelling	1 UNIT					6		
17	40 William Street	Newburgh	12550	63010	1 Family Dwelling	1 UNIT			52				
18	36 Hasbrouck Street	Newburgh	12550	63010	1 Family Dwelling	1 UNIT			53				
19	129-131 S. Robinson Avenue	Newburgh	12550	68606	Vacant Building	14,270 SQ FT		14270					
20	74 Henry Avenue	Newburgh	12550	63011	2 Family Dwelling	1 UNIT				24			
21	82 Clinton Street	Newburgh	12550		1 Family Dwelling	1 UNIT							
22	394 Liberty Street	Newburgh	12550		1 Family Dwelling	1 UNIT							
23	412 Liberty Street	Newburgh	12550		2 Family Dwelling	1 UNIT							
24	357 Liberty Street	Newburgh	12550		Detached Row Building	3,440 SQ FT							
25	50 Thompson Street	Newburgh	12550		1 Family Dwelling	1 UNIT							
27	352 Third Street	Newburgh	12550		1 Family Dwelling	1 UNIT							
28	16 Maple Street	Newburgh	12550		2 Family Dwelling	1 UNIT							
30	53 S. Robinson Avenue	Newburgh	12550		1 Family Dwelling	1 UNIT							
31	39 Avoca Street	Newburgh	12550		2 Family Dwelling	1 UNIT							
32	25 Bridge Street	Newburgh	12550		1 Use Small Building	4,600 SQ FT							
33	39 Edward Street	Newburgh	12550		3 Family Dwelling	1 UNIT							
34	410 Robinson Avenue	Newburgh	12550		1 Family Dwelling	1 UNIT							
35	318 Montgomery Street	Newburgh	12550		Funeral Home	3,935 SQ FT							
36	257 Gidney Avenue	Newburgh	12550		1 Family Dwelling	1 UNIT							
37	312 Grand Street	Newburgh	12550		1 Family Dwelling	1 UNIT							
38	206 N. Miller Street	Newburgh	12550		1 Family Dwelling	1 UNIT							
39	169 Johnston Street	Newburgh	12550		Res Shell Building	2,511 SQ FT							
41	113 Johnston Street	Newburgh	12550		1 Family Dwelling	1 UNIT							
42	229 Third Street	Newburgh	12550		Apartment	1 UNIT							
45	394 Washington Street	Newburgh	12550		Attached Row Building	3,412 SQ FT							
46	253 Ann Street	Newburgh	12550		1 Family Dwelling	1 UNIT							
47	103 Washington Street	Newburgh	12550		1 Family Dwelling	1 UNIT							
48	98 Benkard Avenue	Newburgh	12550		Commercial Shell Building	2,406 SQ FT							
49	162 South Street	Newburgh	12550		3 Family Dwelling	1 UNIT							
50	58 William Street	Newburgh	12550		Res Shell Building	880 SQ FT							

RESOLUTION NO.: 300 - 2019

OF

NOVEMBER 21, 2019

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DASNY STATE AND MUNICIPAL FACILITIES PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $950,000.00 TO PURCHASE A LADDER TRUCK FOR THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, the City of Newburgh was awarded a 2019 State and Municipal Facilities Program Grant administered through the Dormitory Authority of the State of New York State to purchase a ladder truck for the City of Newburgh Fire Department; and

WHEREAS, the City Council find it to be in the best interests of the City of Newburgh and its citizens to accept such grant;

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 State and Municipal Facilities Program Grant administered by the Dormitory Authority of the State of New York (Project ID: 19385) in the amount of $950,000.00 to purchase a ladder truck for the City of Newburgh Fire Department; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
Chair

November 7, 2019

VIA EMAIL

Ms. Helen Reilly
Grants Administrator
City of Newburgh
83 Broadway, City Hall
Newburgh, NY 12550

Re: State and Municipal Facilities Program ("SAM")
Purchase of a Ladder Truck
Project ID: #19385

Dear Ms. Reilly:

As you know, the State has awarded the City of Newburgh ("Grantee") a State and Municipal Facilities Program ("SAM") grant for the above-referenced project in the amount of $950,000 (the "Grant").

DASNY will be undertaking a number of reviews as outlined in the attached Frequently Asked Questions (FAQs). ***Please read the FAQs. They provide information you will need throughout the grant administration process.***

This letter explains the documentation you will need to complete and return to DASNY. ***Please return the completed documentation described below within thirty days or send an email to*** grants@dasny.org ***to let us know when you anticipate being able to return the information.***

To initiate the review process and as part of the legal review of your Grant, DASNY will need you to complete and return the following documents. The documents and their purposes are summarized below.

Note: **An Authorized Officer is someone who can bind the Grantee to a contract. Please contact the Grantee's attorney if there are any questions as to who can sign on behalf of the Grantee. By signing these documents, the person signing is certifying that they are authorized to bind the Grantee to the terms of the documents.**

Grantee Certification

- Certain laws prohibit the use of public funds to finance religious programs or programs that may favor one religion over another. As the issuer of the bonds that will finance the project to be funded with Grant funds, DASNY must verify that it is in compliance with all applicable Federal and State laws and regulations.

  Accordingly, please review the attached Grantee Certification (at the end of this letter) to ensure it accurately states the purposes for which the Grant funds will be used. Please arrange for two Authorized Officers of your organization to sign the Grantee Certification.

Project Certification

- As the issuer of the bonds that will finance the project to be funded with Grant funds, DASNY must verify that it is in compliance with all applicable Federal and State laws and regulations. This includes verifying that Grant funds will not be used for a project that was previously funded with Grant proceeds, administered by DASNY, for substantially the same project at the same location as described in a Preliminary Application or Project Information Sheet DASNY processed within the last six (6) years.

  Accordingly, please review the attached Project Certification (at the end of this letter) and arrange for an Authorized Officer of your organization to sign the Project Certification.

W-9 Form

- This form is utilized to set up the Grantee as a vendor in the DASNY's financial system. The Grantee's Federal Employer Identification Number (FEIN) or Taxpay Identification Number (TIN) is required to make payment. Please be sure that the FEIN number and Legal Organization name (as well as any d/b/a) is accurately reflected on the W-9. The Legal Organization name and FEIN should match the Legal Organization name and FEIN that the Internal Revenue Service has on file for the Grantee which should also correspond with the Grantee's Incorporation Papers.

Grantee Questionnaire (GQ)

- As the trustee of public funds, DASNY needs to be certain that bond proceeds are paid only to organizations that are deemed to be responsible entities. Full and accurate responses on the GQ will help to achieve this goal. The GQ must be completed, signed by an Authorized Officer of the Grantee, Chair of the Board (or other Authorized Officer) and each signature must be notarized by a New York State Notary Public before DASNY can process the grant. Please be advised that the GQ will be incorporated into the Grant Disbursement Agreement (the contract between DASNY and the Grantee) and that the submission of false information on the GQ could be a violation of Federal and State Penal Laws.

Evidence of Site Control

- Site control is required to evidence that the Grantee has sufficient authorization and control to undertake the project at the project location. In order to verify the Grantee owns, leases, or otherwise has control over the site where the project will be located, please provide a copy of the deed, lease, or other document evidencing site control by the Grantee. In the case of a vehicle purchase, title and registration will be needed at the time that requisitions for Grant funds are submitted. DASNY will also need to know the location for where the vehicle will be kept.

Financial Documentation

- Please send a copy of quotes, proposals, cost estimates or any other document that will justify the overall project value. As part of DASNY's financial review of the project, we must receive an estimate setting forth the projects costs necessary to complete the project. If the cost estimate is higher than the value of the grant, DASNY will need to see evidence of the other source(s) of funding for the project. Please see the attached checklist as a reference for what is needed for the financial review.

In addition to the above, an Environmental Manager from DASNY's Office of Environmental Affairs (OEA) will be contacting you regarding the environmental review required pursuant to the State Environmental Quality Review Act (SEQRA). If another agency, such as a municipality, has previously undertaken an environmental review for this project, you will be asked to set forth the lead agency for the review and provide a copy of its SEQR determination. If DASNY is the lead agency for the review, or the project to be funded with the grant is a Type II project, OEA will work with you to complete the required documentation.

For your convenience, we have enclosed a form cover letter for you to use when you return the completed documents to DASNY. Emailing your documents to Grants Administration staff will not expedite the process, so please send the package as directed to the address noted in the template cover letter. **Incomplete documents will delay the processing of your Grant application.** You will be contacted during the review process if additional information is needed.

In the meantime, please review the enclosed list of **Frequently Asked Questions**. This list was designed to answer many of the questions that you may have about the Grant process. **Please keep this document to use as a reference during the administration of the Grant.**

Should you have any questions concerning the enclosed documentation, please either call (518) 257-3177 or email grants@dasny.org and someone from Grants Administration will contact you.

Sincerely,

Vincent Blond
Grant Program Assistant

PLEASE PRINT ON ORGANIZATIONAL (“GRANTEE”) LETTERHEAD

Grants Administration
DASNY
515 Broadway
Albany, NY 12207

SUBJECT: *State and Municipal Facilities Program (“SAM”)*
Purchase of a Ladder Truck
Project ID: #19385

Dear Grants Administration:

Enclosed please find the following documents in connection with the SAM Grant awarded to our organization:

1. Completed Grantee Certification signed by two (2) authorized officers;
2. Completed Project Certification signed by an authorized officer;
3. Completed and signed W-9 with correct Legal Organization name and Tax ID Number filled in;
4. Completed Grantee Questionnaire signed by two (2) authorized officers and notarized;
5. Evidence of Site Control;
6. Financial documentation; and
7. SEQRA documentation

If any further information is needed or if you have any questions, please give [Grantee Contact Person] a call at (___)_____.

_____
Signature

_____
Print Name

_____
Title

Enclosures

GRANTEE CERTIFICATION
City of Newburgh
Purchase of a Ladder Truck
Project ID: #19385

WE HEREBY WARRANT, REPRESENT AND CERTIFY TO DASNY that:

- The City of Newburgh has applied for a State and Municipal Facilities Program ("SAM") Grant in the amount of $950,000. This Grant will be used for the purchase of a ladder Truck. We understand that the Grant funds may be used only for certain community improvement purposes as set forth in the enabling legislation and that the Grant Disbursement Agreement to be executed in connection with this Grant contains a provision that states that Grant funds may not be used to finance a program or project that will in any way promote or facilitate religious worship, instruction or proselytizing. We have been informed that this provision exists to ensure compliance with Federal and State law. Therefore, as Authorized Officers of the City of Newburgh, we hereby certify the following in connection with the project to be financed by the Grant:
    - no religious purpose shall be advanced or promoted by the project or program funded by the Grant;
    - the project or program will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way by public funds;
    - the project or program shall be open to all without regard to religion; and
    - the Grantee shall take affirmative steps to ensure that information is widely disseminated with respect to the following aspects of the project or program:
        - the project or program is publicly funded;
        - the project or program is open to all, regardless of religious affiliation; and
        - the project or program beneficiaries are not limited to any particular sect or group.
    - the Grantee shall exercise care to make sure the facilities and/or services to be supported in whole or in part by grant proceeds are available and accessible to all members of the public by ensuring project location(s) and/or service areas are in proximity to public transportation; sufficient parking; and by choosing project location(s) and/or service areas that do not restrict use to a certain subset of the population defined by religion;
- We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above information in making the determination whether to award a SAM Grant to the City of Newburgh.
- We have the authority to submit this certification on behalf of the City of Newburgh.
- By signing these documents, I certify that I am an authorized officer for the Grantee.

Authorized Officer Signature	Authorized Officer Signature
Printed Name	Printed Name
Date	Date
Title	Title

PROJECT CERTIFICATE OF THE
City of Newburgh
State and Municipal Facilities Program (the "SAM")
For the Purchase of a Ladder Truck
(Project ID: 19385)

I, the undersigned, an Authorized Officer of City of Newburgh (the "Grantee"), DO HEREBY CERTIFY that:

- All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.

- To the extent that SAM Grant proceeds are used to reimburse the Grantee for the cost of any portion of the Project noted above, the Grantee certifies that no other external funding source, including but not limited to, State or Federal restructuring loans, State or Federal grants, or grants, loans, or other funding from any other public or private source (currently or within the last six (6) years), will be used for substantially the same project costs at the same location as described in the Application or Project Information Sheet provided to DASNY.

- If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.

- The Grantee acknowledges that Grant proceeds cannot be utilized to pay for:
  - Deposits advance payments, or progress payments until work is completed, or goods received by grantee;
  - to pay down long term debt;
  - internal labor costs;
  - rental or leased equipment;
  - stockpiled materials;
  - materials and/or services provided by another entity other than a licensed contractor or vendor.

- The Grantee will maintain accurate books and records through project completion/payout of the Grant as well as for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during the Grantee's business hours upon reasonable request.

IN WITNESS WHEREOF, I have hereunto set my hand this_____day of _____, 20____.

By signing these documents, I certify that I am an authorized officer for the Grantee.

City of Newburgh

By:_____

Name:_____

Title_____

RESOLUTION NO.: ___301___ - 2019

OF

NOVEMBER 21, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED ENTRANCE INTO THE NEW YORK STATE ANTI-DISPLACEMENT LEARNING NETWORK PHASE I FROM ENTERPRISE COMMUNITY PARTNERS AND THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL

WHEREAS, Resident displacement is a significant contributor to destabilizing communities, occurs in strong and weak housing markets, can be caused by a variety of triggers, including gentrification, limited supply of quality rental housing, and tax foreclosures, can be exacerbated by local code enforcement and housing policies and disproportionately harms low-income communities, under-resourced, marginalized, and communities of color, causing lasting impacts on poverty and economic mobility and overall community well-being, and when low-income people of color are displaced from communities, research shows emerging patterns of re-segregation perpetuating racial and economic inequity; and

WHEREAS, Enterprise Community Partners, Inc. and the New York State Attorney General seek to support efforts of local government that wish to reduce or prevent the displacement of low-income communities through peer learning and funding of targeted strategies and welcomes applications from municipalities that have identified displacement triggers that push low income people, people of color, and other vulnerable populations out of their homes or neighborhoods; and

WHEREAS, Enterprise Community Partners, Inc., will provide technical assistance and peer-to-peer learning on anti-displacement strategies for up to 10 applicants in which each participant will join a peer learning exchange on a bi-weekly basis for 3 months, receive one-on-one technical support, and provide the opportunity to apply for grant funding of up to $1million to implement a strategy that will have significant positive impact; and

WHEREAS, the City of Newburgh wishes to apply for and accept entrance into the New York State Anti-Displacement Learning Network Phase 1 from the Office of the New York State Attorney General and Enterprise Community Partners, Inc.;

WHEREAS, this Council has determined that making such application and accepting entrance into such program if awarded is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept entrance into the New York State Anti-Displacement Learning Network Phase 1 from the Office of the New York State Attorney General and Enterprise Community Partners, Inc.; 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 entrance and administer the programs funded thereby.

RESOLUTION NO.: _____302___ - 2019

OF

NOVEMBER 21, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION 2019 URBAN AND COMMUNITY FORESTRY PROGRAM GRANT IN THE AMOUNT OF $40,000.00 WITH A 25% MATCH FOR TREE MAINTENANCE

WHEREAS, the Conservation Advisory Council ("CAC") has requested that the City of Newburgh apply for and accept if awarded a New York State Department of Environmental Conservation 2019 Urban and Community Forestry ("UCF") Program Grant to be located within the territorial jurisdiction of the City Council of the City of Newburgh for tree maintenance projects in the amount of $40,000.00; and

WHEREAS, such grant funds will be used to engage an arborist company to implement high risk tree removal, trimming and other maintenance activities for one year and match will be derived from in-kind services of the Department of Public Works, Grants Administrator and City equipment and CAC volunteers; and

WHEREAS, as a requirement of the UCF program, the CAC must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located;" and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby does approve and endorse the application of City of Newburgh and City of Newburgh Conservation Advisory Council for a grant under the Urban and Community Forestry Program for a project known as Tree Maintenance and located within this community; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of Environmental Conservation 2019 Urban and Community Forestry Program Grant in the amount of $40,000.00 with a 25% match to be derived from in-kind services for tree maintenance, with thanks to the Conservation Advisory Council; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

APPENDIX 4 - Sample Municipal Endorsement

The Municipal Endorsement is for non-municipal projects located on municipal property and must accompany the completed application. (Acceptable municipal endorsement for use when applicant is not a municipality.)

Resolution No. _____

WHEREAS, the (applicant name) is applying to the New York State Department of Environmental Conservation for a reimbursement project grant under the Urban and Community Forestry (UCF) Program to be located (insert location), a site located within the territorial jurisdiction of this (Board, Council or Legislature); and

WHEREAS, as a requirement of the UCF program, said (type of applicant) must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located,"

NOW, THEREFORE, be it resolved that the (Board, Council or Legislature) of (municipality) hereby does approve and endorse the application of (applicant name) for a grant under the Urban and Community Forestry Program for a project known as (project title) and located within this community.

(Date of Adoption and Certification of Clerk)

REQUEST FOR APPLICATIONS

2019 Urban and Community Forestry Grants Program

(Round 15)

Application Deadline: 2:00pm, Wednesday, December 4, 2019

NYS Grants Gateway Opportunity IDs

- UCF1-2019: Tree Inventory, Community Forest Management Plan
- UCF2-2019: Tree Planting & Tree Maintenance
- UCF3-2019: Education Programming

Available NYS Grants Gateway Training Webinar Information:

Topic: NYS DEC Urban Forestry 2019 Application Webinar
Date: Thursday, October 10, 2019
Time: 10:00 AM, estimated 2 hours
Meeting Number: 647 120 320 Meeting Password: GG2019

To join the online meeting (Now from mobile devices!)
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3. If a password is required, enter the meeting password:

4. Click "Join".
5. After you join the webinar, you will see a button to join the audio conference from your phone.

NOTE: The phone conference may be muted when you join, and you may not hear any sounds until the presenter begins at 10:00am.
For assistance: please contact the Grants Gateway help desk at grantsgateway@its.ny.gov or 518-474-5595

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I. Introduction

Welcome to Round 15 of the Urban & Community Forestry Grants Program!

The New York State Department of Environmental Conservation (DEC) is pleased to announce available Environmental Protection Fund (EPF) funding for qualifying government entities and not-for-profit (NFP) organizations. Grant projects must implement successful tree inventory, community forest management planning, tree planting, tree maintenance, or educational programming projects in New York State.

DEC is committed to implementing a successful Urban and Community Forestry (UCF) Program and is dedicated to providing support and assistance to communities in the development of comprehensive projects to create healthy urban and community forests while enhancing the quality of life for urban residents. This is a reimbursement grant program for communities, based on partnerships, volunteers, community groups and professionals.

1. Timetable of Key Events

Event	Date
Grants Gateway Training Webinar and Program Informational Session (details on front page)	Thursday, October 10, 2019
Application Period Begins	Thursday, October 3, 2019
Question & Answer Period Ends	Thursday, October 31, 2019
Applications Deadline	Wednesday, December 4, 2019
Award(s) Announced by (anticipated)	May 2020

2. Inquiries and Designated Contact Information

Instructions on how to submit an application in the NYS Grants Gateway are available online. (https://grantsmanagement.ny.gov/system/files/documents/2019/03/grantsgatewayvendorusermanual03-13-2019.pdf)

For general information on completing this application and for clarification of application requirements, contractual terms and procedures, contact:

Gloria VanDuyne, Program Coordinator, Urban Forestry,
DEC Albany Contact Information: Gloria.VanDuyne@dec.ny.gov

Include **"Urban Forestry Grants Round 15" in the subject line of the email**. Questions regarding this grant opportunity will be accepted by the Department until C.O.B. **Thursday, October 31, 2020**. All questions, and answers, will be uploaded in the Grants Gateway application area for all applicants to view.

For information about pre-qualification, registration and additional assistance with Grants Gateway, contact: Grants Reform Team: Phone: (518) 474-5595, Email: GrantsReform@its.ny.gov

3. Application Submission

Applications must be submitted through the NYS Grants Gateway (https://grantsgateway.ny.gov). Paper applications will NOT be accepted. Applicants are strongly encouraged to submit their applications well in advance of the application deadline. Late applications will not be accepted. Applicants will be unable to click "submit" or make changes to the application after the deadline has passed. Applicants are encouraged to finish the online application at least one-week prior to the deadline, allowing time to double check that all mandatory requirements have been completed and to correct any technical errors.

A note on grantee roles: Those logged in as Grantee may work on the application only. Those logged in as a **Grantee Contract Signatory or a Grantee System Administrator can submit the application to the State**. The Grantee role is designed for a grant writer, municipal or NFP staff or another third party, and allows a 'sign off' by the responsible person, elected official or municipal officer having the Grantee Contract Signatory or Grantee System Administrator roles. When the application is ready for submission, click the Status Changes tab, then click the "Apply Status" button under "Application Submitted."

All applicants must be registered with Grants Gateway to submit an application. In addition to registration, not-for-profits must also be prequalified at the time and date that the application is due. If you are not prequalified at that time and date, your application will not be considered. For more information about Grants Gateway and prequalification, please visit Grants Gateway online (https://grantsgateway.ny.gov)or contact Grants Management at: grantsgateway@its.ny.gov. The Grants Management help desk/hotline can be reached at (518) 474-5595.

Please do not delay in beginning and completing the prequalification process. The state reserves 5 business days to review submitted prequalification applications. Applicants should not assume that their prequalification will be reviewed if they do not adhere to this timeframe.

II. Applicant Eligibility

For the purposes of this grant program, the following entities are considered eligible applicants:

1. New York State government entities, municipalities, and quasi-governmental entities including, but not limited to, counties, cities, towns, villages, or Indian nation or tribe recognized by the State or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof, public benefit corporations, public authorities, municipal corporations, soil and water conservation districts, school districts, and community colleges.
2. 501(c)(3) not-for-profit corporations whose projects are located within the eligible geographic boundaries defined in this Request for Applications (RFA).

Individuals and unincorporated groups may not apply, but an eligible not-for-profit organization, known as a fiscal sponsor, may apply on behalf of an individual or unincorporated group.

1. Not-For-Profit Eligibility

An eligible applicant must be a not-for-profit corporation (NFP) community-based organization, or a community-based organization may partner with an NFP that will serve as their fiscal sponsor. Please read the full details from Grants Gateway.
(https://grantsmanagement.ny.gov/system/files/documents/2019/03/grantsgatewayvendorusermanual03-13-2019.pdf)

Applicants must possess the knowledge, skills, and /or track record to successfully implement the project.

2. Partnerships

Partnership projects are encouraged. If a proposed project involves a cooperative agreement or unpaid partners, only one eligible, designated lead applicant can submit the application for grant funding. The lead applicant must assume the responsibility for the project application, performance of work consistent with this RFA, and the State of New York Master Contract for Grants. Letters substantiating the collaboration from each unpaid partner are required. These letters are to be uploaded to the Grants Gateway in a single PDF under the appropriate Program Question for the application.

3. Sexual Harassment Prevention Certification

State Finance Law §139-l requires all applicants of grant funding to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees. Where applying for grant funding is required pursuant to statute, rule or regulation, every application submitted to the state or any public department or agency of the state must contain the following statement: "By submission of this application, each applicant and each person signing on behalf of the applicant certifies, and in the case of a partnering application each party thereto certifies as to its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law." Applications that do not contain the certification will not be considered for award; provided however, that if the applicant cannot make the certification, the applicant may provide a signed statement with their application detailing the reasons why the certification cannot be made. Applicants are required to sign and upload the Sexual Harassment Prevention Certification form or upload a signed statement with their application detailing the reasons why the certification cannot be made into the pre-submission uploads folder.

III. Applicant Prequalification – Not-For-Profits

New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process in order for applications to be evaluated. Information on these initiatives can be found on the Grants Management Website (https://grantsmanagement.ny.gov/grantee-documents).

All applicants must be Prequalified in the Grants Gateway at the time and date that the application is due. Applications received from not-for-profit Applicants that have not registered and are not Prequalified in the Grants Gateway by the application due date and time listed at the beginning of this document cannot be evaluated. If you are not Prequalified at that time and date, your application will not be considered. Such applications will be disqualified from further consideration.

The Grants Management website details the requirements and an online tutorial is available to further explain the process. Follow the instructions under the "Get Started" menu to register your organization and get pre-qualified. **Contact the Grants Reform Team for additional assistance: Phone: (518) 474-5595 or by Email: GrantsReform@its.ny.gov**

Once you are Prequalified, please check the status of your document vault on a regular basis to ensure that none of your documents expire prior to the application due date. **Expired documents will lead to the loss of Prequalification status.**

IV. Grant Opportunity General Information and Conditions

Grant projects must implement successful tree inventory, community forest management planning, tree planting, tree maintenance, or education programing projects in New York State to create healthy urban and community forests, while enhancing the quality of life for urban residents. Projects must be implemented on non-state-owned properties in a location where they provide a public benefit.

1. Funding

Up to $1,240,000 is available for Urban and Community Forestry Grants Program (Round 15). Should newly-appropriated funding become available, the Department may make additional awards to fund applications received in this grant round. Funding for this grant opportunity is provided from New York State Environmental Protection Fund.

2. Proposed Project Timeframes

All projects must have defined objectives, tasks, and deliverables accounted for in performance measures that can be completed and invoiced within a two-year contract term. Applicants should not begin their projects or incur costs until a Master Contract for Grants (MCG) has been fully approved by DEC, and if applicable approved by the Attorney General and the State Comptroller.

Prior to the MCG completion, awardees will be asked to submit insurance certificates appropriate for the project, including Workers Compensation and Disability (or exemptions), plus Liability with endorsements for tree maintenance and planting.

Awardees must submit quarterly progress reports and may seek partial expense reimbursement for work already completed.

The possibility of a one year, no cost time extension (NCTE) beyond the MCG contract term end date will be determined by the Department based upon written justification from the Grantee. Applicants should not apply if they do not anticipate their project can be completed within the specified contract term.

The activity for the request must fall within the contract term which is projected to begin on May 1, 2020 and end on April 30, 2022. Project expenditures prior to MCG start date and after the MCG end date are not eligible for reimbursement or match.

3. Minimum and Maximum Award Amounts

Applicants are encouraged to request the amount of funding they deem appropriate and reasonable for their project.

- **"Large Community Grants"**: Applicants may request a minimum grant amount of $11,000, up to a maximum amount of $75,000.
- **"Small Community Grants"**: Applicants may request a minimum grant amount of $11,000, up to a maximum amount of $50,000.

Refer to Appendix 1 of this RFA to see if the project will be completed in a Large Community.

4. Application Limit

Applicants may submit up to two applications. Multiple applications may not be for the same project or project location.

If an applicant has a project in UCF Round 14, only one (1) application may be submitted for Round 15. If more than one application is submitted by a Round 14 awardee, the Department will only review the first application submitted.

5. Eligible Project Locations

Projects must be implemented on non-state-owned properties (municipal public property, i.e. street and park trees), privately owned parkland and open to the public (e.g. cemeteries) or alongside a state-owned roadway in a city, town, or village in a location where they provide a public benefit. Projects may be implemented further from a public roadway if within 10 feet either side of a paved or maintained multiple use trail. These guidelines apply to most grant opportunities; tree inventory, management plans, tree maintenance and tree planting. Applicants are required to upload a map of the project area in Grants Gateway. No hand-drawn maps will be accepted.

Any work conducted by a municipality on private property, other than parklands providing public access, must be no more than ten feet beyond the municipal right-of-way. Beyond the municipal right-of-way refers to privately-owned lands that are adjacent to public lands. State law authorizes the use of public resources on private property if a public benefit is primarily served by that expenditure. Work may occur on property beyond the right-of-way to benefit the general public even though private parties would receive an incidental benefit. The local municipality must enact a local law authorizing work beyond the right-of-way. Such laws typically identify specific types of work that can be conducted beyond the right-of-way and establish ground rules to govern such work.

6. Match Requirement and Expenditures

Match is the portion of project expenditures not paid for with grant funds. Match funds are not required for Tree Inventory and Community Forestry Management Plan projects.

Applicants must match twenty-five percent (25%) of the requested amount of grant funding. For example, a $50,000 grant would require $12,500 in match for a total project cost of $62,500; with $50,000 funded by grant. Eligible sources of match funds cannot come from other NYS or federal funding sources. Applicants will be required to provide the sources of all matching funds using the Match Worksheet in the Grants Gateway.

Match can be from local and/or in-kind contributions. Local sources can include funding from other non-state and/or non-federal grant sources or from project partners. In-kind contributions are non-cash donations provided by non-state and/or non-federal third parties which can include equipment, supplies, services, and other expendable property. Matching share contributions must support the objectives outlined in the work plan.

Match in excess of 25% may be added for the applicant’s own budget planning but it does not need to be accounted for or reported on for reimbursement. Applicants will be required to provide the sources of all matching funds using the Match Worksheet in the Grants Gateway.

7. Debriefing Request

In accordance with section 163 of the State Finance Law, the Department must, upon request, provide a debriefing to any unsuccessful offeror that responded to the RFA, regarding the reasons that the proposal or

bid submitted by the unsuccessful offeror was not selected for an award. An unsuccessful offeror wanting a debriefing must request a debriefing in writing, within fifteen calendar days of receipt of the notice that their proposal did not result in an award to Gloria VanDuyne, Program Coordinator, Urban Forestry, DEC Albany: Gloria.VanDuyne@dec.ny.gov.

8. Department of Environmental Conservation Oversight

The Department of Environmental Conservation reserves the right to:

- Award additional and available funding for scored and ranked projects consistent with these grant opportunities.
- Make an award, in whole or in part, in accordance with the method of award, or withdraw the RFA at any time at the DEC's sole discretion.
- Award a portion of a grant request based on the proposed work plan included in the application and ineligible project-related costs.
- Award the next highest scoring application in the event a grantee fails to negotiate a grant contract with the DEC within 60 - 90 days of a grant award.
- Monitor the progress of all grant awards and withdraw grant funding if the grantee fails to make significant and timely progress on the project or fails to receive the necessary permissions and permits for the project.
- Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
- Seek clarification from an applicant to effectively evaluate a project proposal.
- Reject any or all applications in response to the RFA at the DEC's sole discretion.
- Withhold funding from projects that do not receive a minimum score of 75 percent of the total points.
- Disqualify any applicant who has demonstrated poor past conduct and performance with DEC, including but not limited to incomplete Urban Forestry Grants, lack of quarterly progress reports, multiple contract extensions, or failure to implement all promised deliverables.

V. Scoring Criteria

Knowledge of the scoring criteria is valuable for designing and proposing a relevant and quality project. The Department's use of the following scoring criteria to select grant awards is described in Section X Application Evaluation and Method of Award.

The grant application includes an opportunity to directly address the following scoring criteria. A unique "program specific question" corresponds with each of the criteria. A list of instructions and further information related to each of these questions is in Section VIII Grant Application Components and Requirements/Project Specific Questions.

1. List of Scoring Criteria – Evaluated by Reviewer

Project Location, Description, and Map

Did applicant adequately describe the location of the project site(s), upload a clear map with boundaries and photos identifying the site? When uploading more than one document, please include in a single .pdf file.

(A) Applicant thoroughly described the project location, and the uploaded map(s) and photos were clearly labeled and showed all pertinent boundaries and site conditions.	5 pts.
(B) Applicant adequately described the project location, and the uploaded map(s) and photos were clearly labeled.	3 pts.
(C) Applicant did not adequately describe the project location and/or map(s) or photos were not uploaded or clearly labeled.	1 pt.
(D) Applicant did not adequately describe the project location or include map(s) and photos.	0 pts.

Work Plan

Did the applicant include a strong, detailed overview of the project, including scope of work, overall goal and desired outcomes?

(A) Applicant included exceptional details and scope of work, project objectives, tasks and performance measures for all deliverables and budget costs. Any deliverables discussed in program specific questions or elsewhere in the application are listed in the work plan along with related performance measures.	10 pts.
(B) Applicant included comprehensive details and scope of work, project objectives, tasks and performance measures for all deliverables.	7 pts.
(C) Applicant included a good level of detail and scope of work but did not include project objectives, tasks and performance measures for all deliverables.	4 pts.
(D) Applicant included either details or scope of work but insufficient information overall.	2 pts.

Past Performance

Has the applicant demonstrated an organizational commitment to develop and enhance its urban forestry capacity in partnership with DEC, and/ or have a positive history of working with DEC's Urban Forestry Program?

(A) Applicant has demonstrated organizational commitment to develop and enhance its urban forestry capacity in partnership with DEC and has a positive history of working with DEC's Urban Forestry Program.	5 pts.
(B) Applicant has demonstrated organizational commitment to develop and enhance its urban forestry capacity but has no known history of working with DEC's Urban Forestry Program.	3 pts.
(C) Applicant did not adequately describe their organizational commitment and/or has a poor past performance working with DEC's Urban Forestry Program.	0 pts.

First Time Awardee

Has the applicant indicated they are a potential first-time awardee, or have they given details regarding awards received since Round 10 (2009-2010)?

Applicant has never been awarded a DEC Urban Forestry Grant or has not received an award since and including Round 10 (2009-2010).	2 pts.
Applicant has received a DEC Urban Forestry Grant award since and including Round 10 (2009-2010)	0 pts.

Partnerships

Would the proposed project build and sustain partnerships and/or encourage volunteerism, and do the uploaded letters from volunteer groups state their role in this particular project? When uploading more than one document, please include in a single .pdf file.

(A) Applicant included an adequate description of how partners or volunteers will play a role in this project and supporting letter/s detailing the role have been uploaded and details of which are listed as work plan performance measures.	8 pts.
(B) Applicant included an adequate description of how partners or volunteers will play a role in this project but supporting letter/s detailing the role have not been uploaded.	4 pts.
(C) Applicant did not adequately describe how partners or volunteers will play a role.	0 pts.

Local Needs

Does the application adequately address specific local environmental, social, and/or economic needs, such as the quality of the forest in parks and/or open spaces, habitat creation, air and water quality, increased property values, revitalization, public health, improved quality of life for residents, and others as described?

(A) The application addresses at least three environmental and/or economic needs.	5 pts.
(B) The application addresses one or two environmental and/or economic needs.	3 pts.
(C) The application does not adequately address any environmental and/or economic needs.	0 pts.

Local Support

Has the applicant uploaded any letters of support from local, external stakeholders who will not serve as partners, such as community and/or business leaders or members of the public? When uploading more than one document, please include in a single .pdf file.

(A) The applicant has uploaded 3 or more letters of support from local external stakeholders showing support for this project.	5 pts.
(B) The applicant has uploaded 2 letters of support from local external stakeholders showing support for this project.	3 pts.
(C) No letters of support were uploaded.	0 pts.

Environmental Justice

Would the proposed project provide specific social benefits in an Environmental Justice Area (http://www.dec.ny.gov/public/911.html) or has an under-served population area been identified? When uploading more than one document, please include in a single .pdf file.

(A) The proposed project would benefit an Environmental Justice Area.	8 pts.
(B) The proposed project would benefit an under-served population or area.	4 pts.
(C) The proposed project is not in an Environmental Justice or other under-served population area and/or the applicant did not adequately describe the location or benefits.	0 pts.

Outreach and Education

Does the proposed project include providing outreach and education events, activities and information to the public about tree management related to urban and community forestry?

(A) Three or more public outreach and/or education efforts described including at least one event to which the media is invited, all of which are listed as work plan performance measures.	8 pts.
(B) Two public outreach and/or education efforts described which includes at least one event to which the media is invited.	5 pts.
(C) At least one public outreach and/or education effort described, but no media press events are included.	3 pts.
(D) No public outreach and/or education efforts described.	0 pts.

Professional Guidance – Pre-Application

Has the applicant obtained and uploaded appropriate professional guidance on the proposed project? When uploading more than one document, please include in a single .pdf file.

(A) Professional guidance from a DEC forester who is an ISA certified arborist, or a professional ISA certified arborist was uploaded.	5 pts.
(B) Professional guidance from a DEC Forester or an experienced urban forestry natural resource professional who is not a certified arborist was uploaded.	3 pts.
(C) No appropriate professional guidance was uploaded.	0 pts.

Professional Service/Qualification – Post Award

Has the applicant described their intent to use professional services for tree inventory, community forest management plan projects, and education programming, or use professional arborist services for planting or maintenance projects? Applicant must have included a description of their intent to use professional services.

(A) A description of intent to use professional services and list of qualifications of professional was included.	3 pts.
(B) An adequate description of intent to use professional services from an appropriate professional was not included.	0 pts.

Long-Term Support and Benefits	
Will the proposed project receive long-term support **AND** promote future benefits for the community?	
(A) Applicant has adequately described both the long-term benefits and how the project will be supported following its completion and details of which are listed as work plan performance measures.	8 pts.
(B) Applicant has adequately described either the long-term benefits of the project or how the project will be supported following its completion.	4 pts.
(C) Applicant did not adequately describe either the long-term benefits or support for the project.	0 pts.
Tree City USA	
Will the project take place within a Tree City USA community?	
(A) Applicant answered "Yes" and the project takes place within a Tree City USA Community.	2 pts.
(B) Applicant answered “Yes” and the Tree City USA application has been submitted to the Arbor Day Foundation and is in process.	2 pts.
(C) Applicant answered "No" or the project does not take place within a Tree City USA Community.	0 pts.
Community Forest Management Plan	
Does the project community have a community forest or tree management plan that was created or updated within the last 8 years?	
(A) Applicant answered "Yes" and uploaded a copy of the community's forest or tree management plan, which was created or updated within the last 8 years.	5 pts.
(B) Applicant answered "No" but is applying for a Community Forest Management Plan grant.	5 pts.
(C) Applicant answered "No" or did not upload a community forest or tree management plan, or the management plan was not created or updated within the last 8 years.	0 pts.
DEC Work Plan Review	
Has the applicant discussed the completed Work Plan for the project with a DEC forester and is the name of the forester included in the answer? And is the email requesting review and the reply uploaded?	
(A) Applicant has discussed the Work Plan for the project with a DEC forester and the email response from the DEC forester is uploaded.	5 pts.
(B) Applicant has discussed the Work Plan with a DEC forester and has included the name of the forester but has not uploaded the forester’s email response.	2 pts.
(C) Applicant has not discussed the Work Plan of the project with a DEC forester.	0 pts.
Cost Effectiveness 1 – Budget Level of Detail	
Does the budget contain an adequate level of detail to assess the cost-effectiveness of the project?	
(A) The budget contains an exceptional level of detail to assess cost-effectiveness.	8 pts.
(B) The budget contains sufficient detail to assess cost-effectiveness.	5 pts.
(C) An inadequate level of detail to assess cost-effectiveness was provided in the budget.	0 pts.

Cost Effectiveness 2- Reasonableness of Expenses	
Does the budget contain reasonable expenses for implementing the project? This includes proper tree selection for Planting projects.	
(A) Only reasonable implementation expenses are included in the budget.	8 pts.
(B) Mostly reasonable implementation expenses are included in the budget.	5 pts.
(C) Many unreasonable expenses are included and/or applicant did not provide adequate detail.	3 pts.
(D) Many unreasonable expenses are included and/or applicant did not describe need for items in Work Plan.	0 pts.
Cost Effectiveness 3 – Eligible Costs	
(A) Budget includes only eligible costs.	8 pts.
(B) Budget includes one ineligible cost.	5 pts.
(C) Budget includes two or more ineligible costs, or an inadequate level of detail was provided.	3 pts.
(D) Budget was substandard, or costs were outside scope of work, or costs were not substantiated in Work Plan.	0 pts.
Cost Effectiveness 4 – Deliverable Costs	
Are the individual budgeted costs broken down to clearly correspond with tasks and performance measures in the Work Plan, covering all project deliverables?	
(A) Budgeted costs clearly correspond with Tasks and Performance Measures in the applicant Work Plan, covering all deliverables.	5 pts.
(B) Budgeted costs basically correspond with Tasks and Performance Measures in the applicant Work Plan, covering most of the deliverables.	3 pts.
(C) Budgeted costs do not clearly correspond with Tasks and Performance Measures in the applicant Work Plan and do not cover all deliverables.	0 pts.
Target Audience (for UCF-3 Education programming only)	
Has the applicant described knowledge and understanding of the program's target audience?	
(A) Applicant has described the target audience in detail as per the RFA	5 pts
(B) Applicant has described basic details of the target audience	3 pts
(C) Applicant has not described the target audience as per the RFA	0 pts

Regional Collaboration (for UCF-3 Education programming only)	
Has the applicant described the potential regional collaboration needed to ensure the success of this project?	
(A) Applicant has described the potential regional collaboration needed to ensure the success of this project	5 pts
(B) Applicant has described basic regional collaboration	3 pts
(C) Applicant has not described the potential regional collaboration needed to ensure the success of this project	0 pts
Past Products (for UCF-3 Education programming only)	
Has the applicant demonstrated past programs and uploaded materials or examples?	
(A) Applicant has summarized past programs and successful projects and has uploaded materials	3 pts
(B) Applicant has not summarized past programs and successful projects nor uploaded materials	0 pts

VI. Eligible Projects

UCF projects must be one of the following five project types detailed below. Each project type has different program objectives and requirements. **We encourage combining Tree Inventory and Community Forest Management Plan projects.** Applicants should carefully review the project type information below, the pass/fail eligibility and the evaluation criteria contained in this RFA to avoid disqualification and to score high enough to be awarded grant funding. Applicants should address how their project will promote the quality of the forest in parks and/or open spaces; habitat creation; air and water quality; increased property values; economic revitalization; public health; and/or improved quality of life for residents.

1. Tree Inventory

(*Use Grants Gateway Opportunity ID No. DEC01-**UCF1**-2019 to apply for Tree Inventory Projects*)

Upload two estimates to be eligible for this project.

DEC recommends an applicant work with an ISA Certified Arborist to conduct an inventory of existing trees, stumps and potential planting spaces prior to developing a management plan or implementing a planting or maintenance project. Inventory projects are encouraged to get a picture of the size, species, health, and geographic distribution of the urban forest. A complete inventory (on public property, i.e. street and park trees) provides specific information for individualized tree care, including risk tree identification. Risk tree identification is recommended, but not required if implementing a tree inventory without a management plan. Discuss the levels of risk tree assessment with the certified arborist/contractor. Level II risk tree assessment is included in most tree inventories unless the priority is high volume; Level III risk tree assessment may be ascertained during the basic inventory as trees needing further inspection. Describe how the tree inventory will be updated an supported, and who will be responsible (DPW staff, Tree Board) in both Long Term Support and Work Plan.

Applicants are encouraged to describe environmental issues (including storm water capture, water quality, air quality, urban heat island effects, structural heating/cooling, environmental justice issues or brown fields) that are presently impacted by existing trees or could be impacted with planting on strategic sites. Applications should also include a description of the presumed effects on social and economic conditions by the presence of trees where they currently exist and in the selection of future planting sites.

Communities are required to collect data in a computerized software program that will allow for an environmental benefits analysis, i.e. the quantification of the benefits of trees (carbon sequestration and other air quality); storm water capture; energy savings; particulate matter capture; and property value. Check local listings for certified arborist tree companies in your area for quotes. All tree inventories must be ground truthed. Aerial assessment may be used in conjunction with ground truthing.

Upon completion of the project, an electronic copy of the final tree inventory must be submitted in a format compatible with Microsoft Office Excel or Access to the DEC grant administrator via email and should be listed as one of the tasks and related performance measures in the application work plan.

Completed tree inventories <u>must</u> include the following information:

- Column headings and description of column content
- Measurement of tree DBH (diameter at breast height) in inches
- Tree species – genus/species AND common names needed
- Street address location
- GPS coordinates
- Location and size of empty and/or potential tree planting sites/stumps appropriate to applicant's current planting and removal patterns
- Crown condition and/or percentage of crown dieback (excellent to dead rating)
- Maintenance recommendation (prune, train, remove, etc.)
- I-Tree ECO Summary report of environmental benefits

Optional:

- Level II risk tree assessment – identification of risk trees 6" DBH or larger (certified arborist required on crew)
- Level III risk tree assessment* – evaluation / further inspection of risk trees 6" DBH or larger

  * To be eligible for a Level III risk assessment, the community must also apply for Level II risk assessment OR must have completed a tree inventory within the past five years that included Level I or II risk assessment. Also, for Level III risk assessment, a Tree Risk Assessment Qualified (TRAQ) certified arborist must be contracted and on the crew. For more information on tree risk assessment certification read the ISA website (https://www.isa-arbor.com/Credentials/ISA-Tree-Risk-Assessment-Qualification):

- Consultant re-inspect – in the year following the tree inventory, preferably during the contract period or the year following, the certified arborist can return to the applicant and assist in tree inventory updates, training staff and provide field work for the volunteer partners.
- Asset Management System – applicants need a way of updating tree inventories that best fits the needs and capabilities of the field staff. Consider equipment needs; ascertain if there is local asset management software available that can add trees as a layer, or if software will need to be leased as part of the contractor's tree inventory package. State how the inventory will be maintained when leased software is no longer funded by the grant. Small inventories may comfortably be handled on an Excel spreadsheet while others will need a GIS-based system.

2. Community Forest Management Plan

(*Use Grants Gateway Opportunity ID No. DEC01-**UCF1**-2019 to apply for Community Forest Management Plan Projects*)

While the maximum grant amount is $50,000 for Small Communities and $75,000 for Large Communities, the average standard community forest management plan (CFMP) is $3,000-$15,000. The CFMP should be applied for in conjunction with the Tree Inventory where possible.

Upload two estimates to be eligible for this project.

The CFMP will be based on tree inventory data to address environmental issues and risk management. The CFMP documents the steps necessary to elevate the community forest to a sustainable level that will expand its benefits and assure they are available to all residents over a period of time. This CFMP will provide a record and understanding of what currently exists while managing the future goals of the community. Communities are eligible to apply for a first time CFMP, or if an existing CFMP is at least 8 years old.

Applicants are encouraged to describe environmental issues (including storm water capture, water quality, air quality, urban heat island effects, structural heating/cooling, environmental justice issues or brown fields) that are presently impacted by existing trees or could be impacted with planting on strategic sites. What is special about your specific trees and your community? Applications should also include a description of the presumed effects on social and economic conditions by the presence of trees where they currently exist and in the selection of future planting sites.

Applications should include an explanation of how this plan will be incorporated in all aspects of future planning in the community, such as infrastructure, development, revitalization, recreation, transportation and storm preparedness.

The CFMP should be itemized separately from the inventory in the budget, and as one of the tasks and performance measures in the application work plan. Upon completion of the project, an electronic copy of the completed management plan must be submitted to the DEC grant administrator via email.

Completed Management Plans must be supervised by an ISA Certified Arborist and include the following information customized to each community:

- A vision for the long-term community forest and a strategy for how to care for the community trees.
- The use of the tree inventory which identifies management needs i.e. pruning rotations, removal implementation, and prioritization of work load.
- The development of budgets and work plans, including timelines and tasks, to meet that vision.
- Urban forest environmental benefit analysis of environmental issues such as: water quality, air quality, reduce urban heat island effect, energy efficiencies, storm water management, and health.
- Recommended: creation and/or use of a community tree board that includes volunteers and designate their activities.
- Basic in-house training/meeting of responsible staff by the contracted consultant that will provide guidance to all those involved with ongoing maintenance of the Tree Inventory, and implementation of the Management Plan. Follow up by consultant in the second or third year is also available to ensure positive long-term support.

Optional

Must be individualized to the project geographic area:

- Storm preparedness and response planning
- Invasive species preparedness and response planning – how will the community plan and address threats specific to each species
- Planting plan to address the unique characteristics of the project location, such as: species diversity, understory plantings, erosion control, and brownfields that could be impacted with planting and would address local needs
- Tree ordinance preparation or revision – capped at $10,000. The municipality and tree board should work in conjunction with an attorney and the consultant. While there is no match for this grant category, we would like to see the municipality contribute 50% of the cost in funds or in-kind service.
- Waste wood utilization plan to reduce costs

3. Tree Planting

(*Use Grants Gateway Opportunity ID No: DEC01-**UCF2**-2019 to apply for Tree Planting Projects*)

Tree planting applications should address how the project will promote the quality of the urban forest in parks and/or open spaces; habitat creation; air and water quality; energy savings; increased property values; revitalization; public health; and/or improved quality of life for residents. Tree planting projects may not be located on state-owned property except for designated state-owned roadways within cities, villages and towns. Applications should include a brief 5-year planting and maintenance plan to ensure trees are planted correctly and that the plantings will be successful in the long-term (e.g. inspection on receipt, quality of roots and trees, planting depth, regular inspections, watering, pruning, stake removal, etc.). See Appendix 2 for Recommended Minimum Standards for NYS DEC Tree Planting Projects.

Applications from communities with a Community Forest Management Plan will receive more points (5) in the evaluation of an application. Applicants must use only non-invasive species, (view the invasive species list, http://www.dec.ny.gov/docs/lands_forests_pdf/islist.pdf) and should give appropriate consideration to Environmental Justice or under-served neighborhoods (all potential neighborhoods whose demographic, geographic, or economic characteristics impede or prevent their access to adequate canopy cover and other benefits of trees). Points are available in the evaluation of an application if the project is located in an under-served neighborhood.

Applicants are encouraged to describe environmental issues (including storm water capture, water quality, air quality, urban heat island effects, structural heating/cooling, environmental justice issues or brown fields) that are presently impacted by existing trees or could be impacted with planting on strategic sites. Applications should also include a description of the presumed effects of this project on social and economic conditions.

Tree planting project applications must include the following information:

- Project location
- Number of trees to be planted
- Details of materials to be purchased such as soil, structural soil, mulch, stakes, ties, guards and related tree-friendly materials. Pervious paving if deemed necessary for tree survival.
- An approved list of tree species. You may use the following links when building your tree list:
    - Native flowers for gardening and landscaping from DEC (http://www.dec.ny.gov/docs/lands_forests_pdf/factnatives.pdf)
    - Recommended urban trees from Urban Horticulture Institute at Cornell University (http://www.hort.cornell.edu/uhi/outreach/recurbtree/index.htm)
    - Best Tree Finder: Tree Wizard from Arbor Day Foundation (https://www.arborday.org/shopping/trees/treewizard/intro.cfm)
- Photos of potential tree planting sites

Applications that do not include the required information listed above in the Eligibility section will be disqualified from further review or funding. Applications for tree planting need to have a goal of 95% survival rate for project final inspection. A 1-year warranty for the trees/plantings is recommended.

Any questions regarding tree planting standards or appropriate professionals for tree list approval should be directed to the urban forester in your DEC Regional Office. For regional contact information, see DEC's Lands and Forests Offices webpage (http://www.dec.ny.gov/about/27790.html).

Applicants are strongly advised to seek advice from a professional arborist prior to submitting applications.

Two estimates must be uploaded to be eligible for this project.

4. Tree Maintenance

(*Use Grants Gateway Opportunity ID No. DEC01-**UCF2**-2019 to apply for Tree Maintenance Projects*)

For a tree maintenance grant application to be considered, the complete tree inventory or the portion of the inventory where the project is located is required to be uploaded with the application, except in cases of storm-damaged tree remediation where a state of emergency was declared. Inventories must be actively managed and less than 8 years old. Tree maintenance projects should include documentation of intent to use professional, certified arborist services, or municipal staff trained in best management practices according to the International Society of Arboriculture for tree maintenance. Priority should be given to risk trees identified in the tree inventory and management plan.

Examples of maintenance projects:

- Tree removal or pruning, including stump removal
    - Invasive plant control, including removing and chipping, may be a portion but not the majority of the project.
- Young tree care, including pruning, staking, watering, adding tree guards, etc.

Tree maintenance project applications must include the following information:

- A copy of your complete tree inventory or the portion of your inventory where the project is located
- Project location (park or street names and map)
- Documentation of professional arborist consultation or equivalent
- Photos of potential project location demonstrating need

Applications that do not include the required information listed above in the Eligibility section will be disqualified from further review or funding.

5. Education Programming – Non-profit organizations and quasi-governmental entities only

(*Use Grants gateway opportunity DEC01-**UCF3**-2019*)

The goal of this category is to train municipal staff and volunteer groups who assist in maintaining the urban forest.

Applicants are required to:

- develop curriculum
- create a field manual
- produce and host workshops that provide Continuing Education Credits from at least one of the following groups:
    - International Society of Arboriculture
    - Nursery and Landscape Professionals
    - Planners
    - DEC (pesticide credits)
- align end result with goals for target audience
- use partnerships where appropriate
- guarantee a minimum attendance of 12 participants per class
- provide at least 35 hours of class/field work (not including preparation time)
- include a description of a previously administered program describing past successes

Cost effectiveness points will be assessed on detail-focused budgets and budget explanations reflecting necessary expenses only, e.g. affordability. (Admission costs can be used to fund additional eligible project expenses which can be used as a match.) One Large Community application and one Small Community application from this category will be awarded. (Check Appendix 1 to see if the project will be completed in a Large Community.)

Applicants may choose program formats from one of the choices listed below:

A. Professional Development – programming to assist municipal staff and those who partner with municipalities in preparation for certification exams (attendees must meet eligibility requirements). All categories on current exams should be included, which can entail multi-day programming. Applications must specify certifications targeted.
B. Stewardship – Programming may include, benefits of urban trees, understanding tree inventories and how to update them, tree planting, pruning, tree identification, basic risk tree assessment, forest health topics, field appropriate hand-held equipment training, and municipal tree protective ordinance development, etc.

See specific reimbursement eligibility for Education Programming below.

VII. Eligibility of Budget costs

1. UCF Ineligible Costs

The following costs are not eligible for match or for reimbursement for any of the UCF grant opportunities.

Indirect/Overhead: Costs including accounting fees, insurance, interest, legal fees (except ordinances), rent, repairs, telephone bills, space/property, and utilities; contingencies.

Travel: Staff and/or contractor travel between the home location and the project site.

Application preparation: Costs associated with preparing the grant application.

Outside contract term: Costs incurred prior to an award or prior to a contract start date or after the contract end date. A contract term start and end date will be determined by DEC at the time of an official award. Anticipate a contract start date to be approximately 60 – 90 days from the date of an official award.

Other state or federal funding: Costs paid from other state or federal funding sources are not eligible for reimbursement.

Equipment: For the purposes of this grant round, drones will not be funded.

Other state or federal funding: Costs paid from other state or federal funding sources are not eligible for reimbursement.

2. UCF-1 and UCF-2 Reimbursable and Match-Eligible Costs

A. Budget Costs Eligible for Reimbursement

Personal Services – Salary: Staff and paid labor costs (excludes overhead) devoted to the project must be itemized according to job title or job assignment. This also includes grant administration costs associated with preparing the project agreement (contract), quarterly reporting, and reimbursement request documentation once the grant is awarded. Grant recipients will be required to document the time worked, tasks, pay ratio and payment. **Personal services – Salary is not eligible for reimbursement for community forest management plans. For UCF-2 combined salary plus fringe must not exceed 30% of the total funded grant amount.**

Personal Services – Fringe: Fringe benefits may include social security, workers' compensation, unemployment, health and disability insurance, or any insurance programs provided by the grantee organization to staff and paid labor for work devoted to the project. Fringe benefits should be budgeted in line with your organization's standard fringe benefit policy and/or negotiated bargaining agreements. Applicants should briefly explain the percentage and composition of the fringe benefit structure and whether the budgeted fringe benefits represent an exception to standard policy. **Personal services – Fringe is not eligible for reimbursement for community forest management plans. For UCF-2 combined salary plus fringe must not exceed 30% of the total funded grant amount for any project**.

Contractual: Costs for services rendered to the project under a written agreement with the grantee.

Travel: Costs for staff travel from normal work location to project site.

Equipment: Includes purchase and/or rental costs and delivery of equipment directly required to implement the project. Two quotes should be uploaded to the application for any equipment more than $2,500. Equipment purchased with grant funding and having a useful life of more than one year and an acquisition cost of $1,000 or more per unit, shall become the property of DEC and shall be transferred to DEC following contract closeout, unless otherwise approved by DEC. Please refer to page 17 of the State of New York Master Contract for Grants for additional detail on "Property." If purchasing any equipment with a single unit value of $20,000 or more, an existing or new municipal agreement or letter of agreement from a partner community must be in place and uploaded showing shared services potential.

Other Expenses: Includes supplies and materials directly required to implement the project, the cost of publicizing the project in newspapers, appropriate construction publications, or informational brochures about the project. Educational resources, such as training, that enables Tree Board members and volunteers to do their work and/or to enhance the spread of knowledge of community trees and the benefits they provide are allowed. Tree Inventory software is only eligible if local/County software and equipment for updating, or GIS capabilities are not available.

B. Budget Costs Eligible for Match, but NOT Eligible for Reimbursement

(Match of at least twenty-five percent (25%) of the requested amount of grant funding is required for Tree Planting and Tree Maintenance projects only, not for Tree Inventory and Community Forest Management Plan.)

Warehoused Supplies and Materials: The value of the trees and planting items, and maintenance items warehoused (pre-purchased and/or not yet installed) calculated at current market prices. These expenses should be listed as match funds in the "Other Expenses" category of the budget.

Donated Labor: Skilled and professional labor must be computed at the job rate within the applicant county. Work performed by professional or skilled labor in an area outside of their expertise must be computed at minimum wage. These expenses should be listed as match funds in the "Personal Services - Salary" category of the budget.

Donated equipment usage: Compute the value according to its local DPW or DOT rate in the project location. These expenses should be listed as match funds in the "Equipment" category of the budget.

Predevelopment (tree planting only): Costs including design fees and other professional fees for the preparation of construction documents may be used for grant match only if incurred during the term of a MCG. These expenses should be listed as match funds in the "Contractual Services" category of the budget if the services are rendered under a written agreement. Otherwise, they should be listed as match funds in the "Other Expenses" category.

3. UCF-3 Reimbursable and Match-Eligible Costs

A. Budget Costs Eligible for Reimbursement

Personal Services – Salary: Staff and paid labor costs devoted to the project must be itemized according to job title or job assignment on project. Overhead is capped at 10% and includes grant administration costs associated with preparing the project agreement (contract), quarterly reporting, and reimbursement request documentation once the grant is awarded. Grant recipients will be required to document the time worked, tasks, pay ratio and costs.

Personal Services – Fringe: Fringe benefits may include social security, workers' compensation, unemployment insurance, health insurance, disability insurance, and any insurance programs provided by the grantee organization to staff and paid labor for work devoted to the project. Fringe benefits should be budgeted in line with your organization's standard fringe benefit policy and/or negotiated bargaining agreements. Applicants should briefly explain the percentage and composition of the fringe benefit structure and whether the budgeted fringe benefits represent an exception to standard policy. **Fringe amounts must not exceed 30% of salary.**

Other Expenses: Supplies and materials, including training facility rental fee and refreshments, delivery costs for items including trees, stakes, soil, fertilizer, tree watering bags, mulch, tree guards, hand tools, planting space engineering materials, and educational resources that enable attendees to complete their course of study and/or certification to enhance the spread of knowledge of community trees and the benefits they provide.

B. Budget Costs Eligible for Match, but NOT Eligible for Reimbursement

(Match of at least twenty-five percent (25%) of the requested amount of grant funding is required for Education Programming projects, i.e., admission costs that are spent on eligible Match expenses.)

Warehoused Supplies and Materials: The value of the trees and planting items, and maintenance items warehoused (pre-purchased and/or not yet installed) calculated at current market prices. These expenses should be listed as match funds in the "Other Expenses" category of the budget.

Donated Labor: Skilled and professional labor must be computed at the job rate within the applicant county. Work performed by professional or skilled labor in an area outside of their expertise must be computed at minimum wage. These expenses should be listed as match funds in the "Personal Services - Salary" category of the budget.

Donated equipment usage: Compute the value according to its local DPW or DOT rate in the project location. These expenses should be listed as match funds in the "Equipment" category of the budget.

VIII. Grant Application Components and Requirements

All applicants must apply through the NYS Grants Gateway. This includes answering program questions and uploading required program documents and forms. Paper applications will NOT be accepted for these grant opportunities.

Please be sure to include with your application, information in accordance with the following guidance and requirements. Wherever uploaded information is required, separate pages, files, documents etc. must be combined into and uploaded in a single pdf document.

1. Grants Gateway Instructions

Go to the Grants Gateway home page (https://grantsgateway.ny.gov) to access the system. The Grants Management help desk/hotline can be reached at (518) 474-5595

A. Finding Urban and Community Forestry Applications

1. Click the Grants Gateway Login button near the top left of the home page, then log in using your credentials. If your organization hasn't registered and received credentials, go to Grants Gateway (https://grantsmanagement.ny.gov) to get started.

2. Click on the "View Opportunities" button under View Available Opportunities

3. Enter search criteria to limit Search Results. To find URBAN & COMMUNITY FORESTRY grant opportunities, Type "URBAN COMMUNITY" in the Search by Grant Opportunity box

4. Click on the correct name of the Grant Opportunity you're looking for in the search results grid. Three separate 2019 Urban and Community Forestry Grants are available. Please be sure to complete the appropriate Urban and Community Forestry Grant opportunity in the Gateway

A. Use Grants Gateway Opportunity **ID No: DEC01-UCF1-2019** to apply for **Tree inventory** and/or **Community Forest Management Plan** projects

B. Use Grants Gateway Opportunity **ID No: DEC01-UCF2-2019** to apply for **Tree Planting** and/or **Tree Maintenance projects**.

C. Use Grants Gateway Opportunity **ID No: DEC01-UCF3-2019** to apply for **Education Programming** projects.

B. Creating an application

1. From the Grants gateway homepage, to start creating your application, click on the **Forms Menu** link near the top of the page.

2. Enter the required information as detailed below into the forms for Contract Information, Program Information, Expenditure Budget, Work Plan, and Pre-Submission Uploads sections. Information may be entered into the forms in any order. You may find it easier and more intuitive to develop a project Work Plan using the Pre-Submission download generic work plan template before answering some of the program specific questions or completing the budget forms. Remember to click **SAVE** near the top of the page. Click **SAVE** often while working on a form and always before exiting a form or the information that was input will be lost!

C. Entering a budget

Open and complete budget forms as needed to enter budget information. After entering information for each detailed budget item, you must click the Save button near the top of the page before adding information for each additional budget item.

The Add button will not appear until after you have saved your information. Use the Add button to add additional budget items.

D. Submitting an application

1. Log in to the Grants Gateway with one of the following Grants Gateway roles.

   Grantee Contract Signatory OR

   Grantee System Admin

2. Retrieve the completed application by searching for it under the Applications link on top of the screen. (Try leaving all search fields blank then scroll down to see multiple results).

3. To check your application for errors, click on the CHECK FOR ERRORS link under the Management Tools link. This will provide you with a list of errors that need to be corrected before submission.

4. In order to submit your online application, click on the Status Changes link located top of your application main page.

2. Grants Gateway Components

A. Contract Information

1. Contractor (Applicant) Addresses: Select the appropriate office address(es) in the dropdown menus in the Grants Gateway. This is not the project location, but organization address(es) to be used for contract award and administration.

B. Program Information

2. Project/Site Addresses

Name/Description: Enter the name of the project location. This is not the project name/title that is entered under Program Specific Questions. If the project is to take place in a specific location such as a park, building, tributary stream, or an entire town or county, indicate that here. This can be a home office if applicable, or a project site.

Address: Enter physical address where most of the work will take place

Agency Specific Region: Select the DEC region that most closely aligns with the project address. For more information on DEC regions, visit DEC's Regions web page (http://www.dec.ny.gov/about/50230.html).

C. Program Specific Questions

Project Title: Enter a title to identify the project e.g. City of Albany Tree Inventory and Community Forest Management Plan.

All applications will be reviewed and scored by a review team in accordance with the evaluation and scoring criteria contained in Section X of this RFA. Applicants are strongly encouraged to read and address the Scoring Criteria (Section V) while developing an application. Knowledge of the scoring criteria is valuable for designing and proposing a relevant and quality project. Scoring consists of the following parts.

Eligibility:
Program Specific Questions 1 - 14 will be reviewed for PASS/FAIL eligibility.

Step 1 - Application and Project Eligibility Determination

Applications will be initially reviewed for applicant and project eligibility on a pass/fail basis. Applications that pass all the following eligibility criteria will be further evaluated and scored. Applications that fail one or more of the following eligibility criteria will be disqualified from further review or funding.

1. Project Type: Did the application address an eligible project type (Tree Planting, Tree Maintenance, Tree Inventory, Community Forest Management Plan or Education Programming)? *pass/fail*

2. Project Summary: Is the project summary of tasks and objectives appropriate based on the proposed project type? *pass/fail*

3. Multiple Projects: If the applicant is submitting applications for more than one opportunity (UCF1, UCF2, UCF3) or project type (i.e., tree planting, tree maintenance), each opportunity or project type must be its own separate application, and the applicant must describe how the projects are different from one another. However, Tree Inventory and Community Forest Management Plan should be combined into one application. *pass/fail*

4. Applicant Type: Is the applicant an eligible governmental entity or not-for-profit (NFP) corporation as defined in the RFA, and if the applicant is an NFP, was the NFP prequalified in the Grants Gateway by the due date of the RFA? *pass/fail*

5. Non-State-Owned Property: Projects are not permitted on state-owned land. Is the proposed project located on non-state-owned property, or alongside a state-owned roadway in a city, town, or village? *pass/fail*

6. Other Funding: The proposed project is not already receiving funds from another New York State or federal assistance program for the same activities as those being proposed in this application. *pass/fail*

7. Site Accessibility/Municipal Endorsement: Did the applicant provide proof of landownership (such as the County tax map parcel ID# (this is the number referenced on property tax bills and publicly available in online County tax maps), or a formal written agreement from the landowner, or a municipal endorsement or resolution, allowing the applicant to conduct the project on the landowner's property? No deeds please. When uploading more than one document, please include in a single .pdf file. *pass/fail*

8. Tree List – Tree Planting and Tree Maintenance projects only:

a. ***For Tree Planting projects*****,** did the applicant upload a tree list of the number of trees to be planted and a list of the tree species, approved by an appropriate professional such as a DEC forester or an ISA arborist who is not the applicant? When uploading more than one document, please include in a single .pdf file. *pass/fail*

b. ***For Tree Maintenance projects***, except in cases of storm-damaged tree remediation where a state of emergency was declared, did the applicant upload a tree inventory completed or actively managed within the last 8 years, of the area where the project will be located? When uploading more than one document, please include in a single .pdf file. *pass/fail*

9. Project Location Description, Map and Photos (if required): Did the applicant upload a map (and photos if required) clearly identifying the project area (no hand-drawn maps)? When uploading more than one document, please include in a single .pdf file. *pass/fail*

10. Shared Services – Tree Planting and Tree Maintenance projects only: If the applicant included an equipment item with a value over $20,000 in their budget, did they upload a shared services agreement? When uploading more than one document, please include in a single .pdf file. *pass/fail*

11. Community Forest Management Plan – Community Forest Management Plan projects only: Does the applicant's project community already have a community forest management plan or tree management plan that was created or updated within the last 8 years? If yes, upload a complete copy of the community's management plan. When uploading more than one document, please include in a single .pdf file. *pass/fail*

12. Project Estimates: Has the applicant uploaded two estimates on letterhead with company address and credentials? When uploading more than one document, please include in a single .pdf file. *pass/fail*

13. Project Completion Time Frame: Will the project be completed within a two-year time frame? *pass/fail*

14. Sexual Harassment Prevention Certification: Applicants are required to sign and upload the Sexual Harassment Prevention Certification form, or upload a signed statement with their application detailing the reasons why the certification cannot be made, into the pre-submission uploads folder. Locate the Certification form in Grants Gateway Pre-Submission Uploads. When uploading more than one document, please include in a single .pdf file. *pass/fail*

Step 2 - Project Technical Evaluation, Scoring and Selection

Scoring:
Program Specific Questions 15 – 32 relate to the scoring criteria that are detailed in Section V. Scoring Criteria. Responses to these questions will be considered by reviewers along with other application information.

If your application meets all eligibility pass/fail criteria, it will be further evaluated and scored by a review team in accordance with Section X Application Evaluation and Method of Award contained in this RFA.

All eligible applications will be individually evaluated and scored by at least three technical review team members. (example: technical reviewer scores will be averaged and statewide priority points will be added to the averaged score to determine a final composite score.)

15. Project Location Description and Map

What is the location of the project and overall condition of the site? If the project will take place over a large area, describe the boundaries of the extent of the area where all work will take place and the site conditions of each distinct location. Neighborhood or hamlet references will be accepted. **Applicants must also upload a map and photos** identifying the project site or sites in PDF format. This is in addition to the eligibility question upload. The map should be clearly labeled and/or referenced in a way to make it easy for application reviewers to identify the project site(s) described in your response to this question. No hand-drawn maps will be accepted. Include details about the photos and how they relate to the project. When uploading more than one document, please include in a single.pdf file. (*SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points*)

16. Work Plan

Applicants must complete a robust Work Plan ('tell us your story') for the project, illustrating all conceptual details, scope of work, the overall goal and desired outcomes. Include information such as location, target population, local needs, overall number of persons to be served and service delivery method. Include proposed project objectives, tasks associated with meeting each objective, and the performance measures associated with each task. Performance measures must include the project results or deliverables such as Partnerships, Long Term Support and Outreach & Education and should not need to exceed twelve Performance Measures for the whole project.

The Work Plan may be the total of, or become the basis for, all the individual questions answered in the grant application. Applicants need to connect with the DEC regional urban forester (Appendix 3) and request a general review of the completed Work Plan and a reply by email verifying the review. Upload the email from the DEC urban forester. This should be completed well before the application deadline. Five (5) points are awarded for the DEC urban forester review under Program question 31 in this RFA.

Note: A Work Plan 'worksheet' is available for applicants in the Grants Gateway (under Pre-Submission Uploads). The 'worksheet' can be downloaded and used as a tool to help applicants organize their proposed project objectives, tasks and performance measures. A completed 'worksheet' should NOT be uploaded back into the Grants Gateway but can be used as a simple template for cut-and-paste to the application questions. The intent of the 'worksheet' is to assist applicants in developing their application work plan.

The Work Plan's Objectives, Tasks and Performance Measures become the basis for the contract, awardee progress reporting and project reimbursement (see Appendix 4). *(SCORING VALUE = 10 points. See Section V Scoring Criteria for a detailed assignment of points)*

17. Education Programming Questions

only answer this question if applying for DEC01-UCF3-2019

a. Target Audience - Proposed Education Programming projects must address a target audience for Professional Development and Stewardship that is appropriate for the success of the project chosen. Describe aspects of the project showing knowledge and understanding of the target audience. (*SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points*)

b. Regional Collaboration - Proposed Education Programming projects will need to draw on communities and regional outreach to ensure successful attendance. Describe how a regional collaboration will be facilitated and how it will impact the project. *(SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points)*

c. Past Products - Summarize the scope of previous programs and successful projects. Include an example e.g. training material, class curriculum. When uploading more than one document, please include in a single .pdf file. (*SCORING VALUE = 3 points. See Section V Scoring Criteria for a detailed assignment of points*)

18. Past Performance

Past Performance: Describe the organizational commitment to develop and enhance an urban forestry capacity in partnership with DEC, and any past experience working with DEC's Urban Forestry Program, if applicable. Include any current Urban Forestry Grant projects. (*SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points*)

19. First Time Awardee

Potential first time DEC Urban and Community Forestry awardees will receive extra points. Applicants who have not been awarded funds since Round 10 (2009/2010) are also eligible to receive extra points. (*SCORING VALUE = 2 points. See Section V Scoring Criteria for a detailed assignment of points*)

20. Partnerships

Urban and Community Forestry looks to promote expanded collaboration and partnerships, the cornerstone of this grant opportunity. Projects should include building and/or sustaining partnerships and/or volunteerism, including contribution or participation by appropriate stakeholders and municipal government. Partnerships between towns and villages, tree boards, community and volunteer groups will receive points in the evaluation of their application. Applications should include a letter of support from each unpaid partnering organization which clearly states their role in the proposed project. As a general rule, Tree Inventories and Community Forest Management Plans should be undertaken by a consultant and not by volunteers. The partners often organize the outreach & education, assist with Arbor Day events, coordinate workshops, tree identification hikes, urban forestry park days and town board presentations. When uploading more than one document, please include in a single .pdf file. (*SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points*)

21. Local Needs

Proposed projects that address local environmental, social, and/or economic needs, including the quality of the forest in parks and/or open spaces, energy savings, habitat creation, air and water quality, increased property values, revitalization, public health, improved quality of life for residents, and others, will receive points in the evaluation of their application. (*SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points*)

22. Local Support

Applicants may upload letters of support from local external stakeholders who will not serve as partners, such as community leaders, business owners, elected officials, residents and members of the public. Applicants will receive points in the evaluation of their application. When uploading more than one document, please include in a single .pdf file. (*SCORING VALUE = 5 points. See Section V Application Review & Scoring for a detailed assignment of points*)

23. Environmental Justice

DEC is committed to Environmental Justice (EJ) and remedies for communities that may be burdened by negative environmental consequences. Environmental Justice is defined by DEC as the fair treatment and meaningful involvement of all people, regardless of race, color or income, with respect to the development, implementation and enforcement of environmental laws, regulations and policies. A proposed project that is located in an EJ or under-served community or will directly benefit an EJ community, or a project that gives appropriate consideration to under-served neighborhoods (all potential neighborhoods whose demographic, geographic, environmental or economic characteristics impede or prevent their access to adequate canopy cover and other benefits of trees) will receive points in the evaluation of an application. Maps of EJ areas in New York State are available from DEC's office of Environmental Justice (http://www.dec.ny.gov/public/911.html).

To qualify for EJ or under-served suburban or urban community points, the application must include the following details:

a. To demonstrate location in an EJ area, upload a map from DEC's web page (http://www.dec.ny.gov/public/911.html) or from the resources listed on that page, or refer to other authoritative documentation demonstrating the community's low income population or minority population. The applicant must provide authoritative documentation to support their community demographics in a single pdf upload in the Grants Gateway. In this context, "authoritative documentation" means any map, report or document issued by a local, state or federal government agency. In addition, provide the zip code where the project is to be implemented or where the benefit will be provided with a brief (few sentences) description as context for the map, or

b. To demonstrate location in an under-served suburban or urban community- a brief (few sentences) description of how the project will benefit minority or low-income populations that experience disproportionate adverse environmental impacts such as pollution from multiple industrial facilities, sub-standard water quality, concentrated diesel emissions from bus depots, or other heavy vehicle traffic, adverse health effects related to environmental impacts (high asthma), lack of access to green benefits such as open space, environmental education or parks, or other such impacts.

When uploading more than one document, please include in a single .pdf file.
(SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points)

24. Outreach and Education

Proposed projects should include outreach and education that will raise community awareness of the project and community forestry in general and encourage volunteerism. Outreach and education should occur throughout the contract period. Applicants could consider grant award press release, website and social media presence, Arbor Day events, outreach to local neighborhoods affected, presentation at a town board meeting, description of the project results and benefits included in a newsletter or on social media. Applicants should have a public event or a public information session to which the media is invited, to receive top points (8) in the

evaluation of their application. Outreach and education can be conducted by the volunteer partner group. Be creative! *(SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of point*s)

25. Professional Guidance – Pre-Application

Proposed projects that include an uploaded email or letter describing guidance on the proposed project from a certified arborist, DEC urban forester, or an experienced urban forestry natural resource professional (including ISA number, certifications or degrees), will receive points in the evaluation of their application. Use of an ISA Certified Arborist receives maximum points. Professional Guidance must be dated by the Question and Answer deadline Thursday, October 31, 2019. See Appendix 3 for list of DEC Urban Foresters. When uploading more than one document, please include in a single .pdf file. *(SCORING VALUE = 3 points. See Section V Scoring Criteria for a detailed assignment of points)*

26. Professional Service/Qualifications – Post Award

Consultants hired to perform tree maintenance, tree inventories and management plans must be supervised by an ISA Certified Arborist. Tree planting and education programming projects should use appropriate urban forestry professional services. Describe qualifications of those performing the work. *(SCORING VALUE = 3 points. See Section V Scoring Criteria for a detailed assignment of points)*

27. Long-Term Support and Benefits

Applications should include details about how the project will be supported by the applicant in the long-term (5 years), and what future benefits will be gained in the project area. Full points will be given when applicant shows long-term commitment and stewardship to the project. *(SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points)*

28. Pre-Submission Upload

Ensure that you uploaded the Sexual Harassment Prevention Certification/statement under Pre-Submission Uploads and that the PDF contains a legible signed document. (*Scoring Value = Yes/No)*

Step 3 – Cost Effectiveness Section

29. Tree City USA

Proposed projects that take place within a Tree City USA community will receive points in the evaluation of their application. To find out if your community is a Tree City USA community, go to the Tree City USA Community Lookup web page (https://www.arborday.org/programs/treecityusa/directory.cfm). Applicants who have applied for Tree City USA and are waiting for certification should explain status. *(SCORING VALUE = 2 points. See Section V Scoring Criteria for a detailed assignment of points)*

30. Community Forest Management Plan

DEC supports community forest management plans developed by Certified Arborists as a cornerstone of a good community forestry program. If applicants are applying for a management plan or are applying for tree planting or maintenance and have a management plan completed within the last 8 years, they will receive points. *(SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points)*

31. DEC Work Plan Review

The applicant should connect with their DEC regional urban forester and request a review of the work plan (Work Plan Work Sheet or similar word document is acceptable). This occurs at the completion of the application development and is not to be confused with Professional Guidance. Applicant should upload the email requesting work plan review, and the review received from the DEC urban forester. See Appendix IV for

regional list of foresters. When uploading more than one document, please include in a single .pdf file. (*SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points*)

32. Expenditure Based Budget – Salary, Contractual, Equipment etc.

Applicants must complete the itemized budget in the NYS Grants Gateway that provides details of the proposed project-related expenses. Budget detail must clearly distinguish between expenses to be claimed under the State grant share and expenses comprising the match (if applicable). A project's cost-effectiveness is at least 20 percent of the overall evaluation factor in the scoring; therefore, attention to budget accuracy and detail will increase the project score. Applications that do not provide sufficient information to determine whether costs are eligible and reasonable will lose points and may receive a reduced grant award if funded. Applicants should review the cost-effectiveness Scoring Criteria in Section V.

a. Cost Effectiveness 1 – Itemized Budget Details

Proposed projects should list in detail in the Attachment B-1 Expenditure Based Budget all itemized costs to the best of their ability. The Contractual Narrative section requires expenditures to be explained. The Personal Services Detail requires salaried persons' roles to be explained. Equipment and outreach materials should be itemized in the Summary section. Items more than $2,500 require estimates/quotes to be included. Objectives, Tasks and Performance Measures should include items mentioned in the budget and how, when and why they will be used*. (SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points)*

b. Cost Effectiveness 2 – Reasonableness of Expenses

Proposed projects should have realistic goals and expenses. Substantiation of expenses allows reviewers to correctly evaluate the applicant's story. For instance, the majority of the project should revolve around trees, with secondary interests in construction (sidewalks, tree pits, etc.), equipment over $2,500, legal assistance for ordinances, and costs that may not be considered good use of state funds. *(SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points)*

c. Cost Effectiveness 3 – Eligible Costs

Proposed projects will lose points for including ineligible costs, as detailed in section VI Eligible Project Types. *(SCORING VALUE = 8 points. See Section V Scoring Criteria for a detailed assignment of points)*

d. Cost Effectiveness 4 – Deliverable Costs

The individual budgeted costs must be clearly detailed in Attachment C – Work Plan to correspond with objectives, tasks and performance measures covering all project deliverables and initiatives. Deliverables should be detailed in the Work Plan (e.g. Tree Planting process, Outreach, Partnerships) and explained as a timetable or procedure in the Objectives/Tasks/Performance Measures. See Appendix 4 – Budget and Work Plan Guidance. *(SCORING VALUE = 5 points. See Section V Scoring Criteria for a detailed assignment of points)*

D. Work Plan Overview Form

Work Plan Period: Enter the timeframe for the entire program.

Project Summary: Concisely summarize the program, indicating key activities, any specific locations or programs that will be focused on and expected outcomes. More comprehensive program information should be described in the Program Specific Questions and Objectives and Tasks sections of the application.

Organizational Capacity: Concisely summarize the organization's experience performing tasks similar to those proposed for this program. Specific details about key personnel should also be described in the Program Specific Questions section of the application.

E. Objectives, Tasks, and Performance Measures

Enter objectives, followed by associated tasks, then the associated performance measures for each task. You may add Objectives, Tasks and Performance Measures up to and including the max amount allowed. Every Objective must have one Task and every Task must have one Performance Measure.

Objective: To get started, add your first Objective Name and Description and then click the [SAVE] button at the top of the page.

Task - After hitting Save, a field for the Task Name and Task Description will show under the Objective box. Complete both fields and hit the [SAVE] button at the top of the page. After entering the Task information and clicking Save, you will now see a box for the Performance Measure information and a box to enter a second Task.

Performance Measure - Enter a Performance Measure Name and select the Performance Measure Data Capture Type from the dropdown box.

Remove - A 'Remove' box has been added within each Objective, Task and Performance Measure box. If you have added a row that you would like to delete, put a checkmark in the box next to 'Remove' and hit the [SAVE] button at the top of the page. If you remove an Objective, all associated Tasks and Performance Measures will also be deleted upon hitting [SAVE]. Likewise, if you remove a Task, all associated Performance Measures associated with that Task will be deleted.

Move Up / Move Down - Reordering is easy with the move up/move down feature. For example, if you create an objective set and then realize that there should have been another one listed before it, click the arrow button facing down next to that task (or objective, or performance measure) that you want to reorder. NOTE: Moving an Objective will also move all related Tasks and Performance Measures associated with that Objective. Moving a Task will also move all Performance Measures associated with that Task.

Focus on establishing quality performance measures. **Be sure to create at least one performance measure for each of the essential project deliverables, including Outreach & Education, Partnerships and Long-term Support**. If applicable, performance measures can also include desired project outcomes in addition to deliverables.

F. Pre-Submission Uploads

In the Grants Gateway pre-submission upload section of the application, applicants must download the Sexual Harassment Prevention Certification form. Applicants are required to sign the Sexual Harassment Prevention Certification form or prepare a signed statement detailing the reasons why the certification cannot be made. The signed form or signed statement must then be uploaded back into the pre-submission uploads folder. **NOTE**: The Department cannot accept an upload of an existing policy in lieu of the certification form. Important note: Be sure to check the form after uploading to ensure the correct file is uploaded and is completed as required.

IX. Additional Information

Tree Inventory

Combining the Tree Inventory and the Community Forest Management Plan is encouraged. The standard for contractors' accuracy rate is 95% upon inspection prior to reimbursement. Discuss expectations with your local DEC Forester as they will be inspecting the inventory prior to final reimbursement.

Tree Planting

Applications for tree planting need to meet a standard of 95% survival rate upon inspection prior to reimbursement. A 1-year warranty with contractors is recommended. If volunteers are participating in tree planting, they must be provided training.

Contractors

Applicants should hire contractors who have a proven track record and use a certified arborist, when applicable, to earn top scores and ensure reimbursable results. Most contractors will read this RFA but applicants should make sure they have a copy prior to quoting. Contractors are not required to deliver the Outreach and Education component. However, most contractors will meet with the municipality or non-profit entity to make a presentation to the community, governing body or board throughout the project or at the conclusion of the project. Costs for additional training or presentations are allowed and must be included in the application, work plan, budget and budget narrative. Contractors should supply applicants with references and project examples from similar projects to assist in obtaining the best possible results.

Estimates

Two estimates are required as part of the application process. "Quick quotes" are acceptable but need to be on company letterhead. If the two quotes vary greatly, a third quote is suggested. When soliciting estimates from certified arborists and tree companies, the scope of work should be in line with program guidelines. For secondary or smaller items in the budget (excluding salary and fringe) please upload estimates for any one item or service over $2500. If suggested variables or extras are not in the Budget Costs Eligible for Reimbursement, they are not applicable for this grant.

Applicants

Applicants and Submitters (terms used in Grants Gateway) are requested to keep roles independent. The Applicant and Submitter should be an officer or staff representative of the municipality, NFP or approved entity. A third party, such as a grant writer, can be given the role of Grantee, which enables them to write and save a grant. The Applicant or Submitter needs to take the final responsibility for submitting applications.

Transparency

Bidding – If applicable, it is recommended that the grant writer company is different from the project contractor.

Non-Bidding – At the discretion of the Applicant, a grant writer can become the contractor, but must not sub-contract to third parties. Example: Applicant hires planning firm to take on project from grant writing onwards. Firm writes grant, applicant is awarded grant, firm is hired by Applicant to complete project. Any additional parties should be hired by the Applicant and invoice the Applicant directly. The firm can do all the planning, administration and closure but would not handle the invoicing or vouchering with DEC; and all project responsibility remains with the Applicant.

Letters of Permission/Municipal Endorsement

The applicant must own the property or obtain an applicable access agreement for the proposed project site. To avoid disqualification, applicants must provide proof of property ownership and/or landowner permissions at the time of application. Applicants will be required to provide, in a single PDF file, one of the following:

a) If the property is owned by the applicant
- proof of ownership (County tax map parcel ID#; this is the number referenced on property tax bills and publicly available in online County tax maps.) Please do not include deeds.

b) If the property is not owned by the applicant and the property owner is a municipality:
- a municipal resolution supporting the project; or
- a signed municipal endorsement providing authorization for applicant to conduct the proposed project on municipal property (A sample municipal endorsement is included in Appendix 2 of this RFA and can be downloaded and viewed in the Pre-Submission Uploads section in the Grants Gateway); or
- a letter on municipal letterhead from the municipal chief operating officer providing authorization for the applicant to conduct the proposed project on municipal property

c) If the property is not owned by the applicant and the property owner is not a municipality:
- a formal written agreement between the landowner and the applicant which allows the applicant to access the property and represent the landowner to accomplish the proposed project

Multi-Partner and Inter-Municipal Projects

Partnership projects are encouraged. Proposed projects that build partnerships and/or encourage volunteerism will receive points in the evaluation of an application. For this grant, volunteer partners usually do not include paid contractors or other paid entities.

If a proposed project involves a cooperative agreement or partnership, only one eligible, designated lead applicant can submit the project application for grant funding. The designated lead applicant must assume the responsibility for the project application, the performance of work consistent with the application, and the execution of a Master Contract for Grants in the NYS Grants Gateway, i.e. Any Town is the lead applicant; Any Town Shade Tree Committee is the partner.

Points will be awarded if letters from each partnering organization clearly state their role in the project, the designation of the lead applicant, and are uploaded at the time of application. Partnership letters must be addressed to the lead applicant and uploaded in a single .pdf file in the Grants Gateway.

X. Application Evaluation and Method of Award

All eligible applications submitted by the due date will be reviewed and scored by members of a DEC review team in accordance with Section V Scoring Criteria in this RFA.

All Step 2 technical evaluation reviewers' scores will be averaged for each application. Step 3 reviewers' scores will also be averaged. The Step 2 average score will be added to the Step 3 average score to determine an application's final score. A final score that is 75 percent or greater of total points is required to be considered awardable. See Section VIII for steps.

Applications for all five project types (tree inventory, community forest management plan, education programming, tree planting, and tree maintenance) will be grouped into two lists, "**Large Community Grants**"

and "**Small Community Grants**" as defined in Section IV Grant Opportunity General Information and Conditions in this RFA.

- "**Large Community Grants**" applications will be selected for funding beginning with the highest down to the lowest ranked project until available funding for "Large Community Grants" projects is exhausted or no awardable "Large Community Grants" applications remain.
- "**Small Community Grants**" applications will be selected for funding beginning with the highest scored application down to the lowest ranked project until all available funding for "Small Community Grants" is exhausted or no awardable "Small Community Grants" applications remain.
- **Tie Breaker**: If there is a numerical tie between multiple applications within a funding category, the application that scores the highest in Cost-Effectiveness will determine placement on the ranked list. If a tie remains, the order in which applications were received will determine placement on the ranked list, with the earliest application placing highest.

XI. Grant Program Payment and Reporting

Advance payments of up to 25% of the awarded grant amount may be available to not-for-profit grantees once a Master Contract for Grants (MCG) has been fully approved by all applicable State agencies. Municipalities are not eligible to receive advance payments under State Finance Law.

Quarterly Progress Reports must be submitted in Grants Gateway in narrative form, no later than 30 days from the end of the calendar quarter. The reports will summarize how the project progressed toward meeting project objectives and deliverables during the respective quarter. The following are the calendar quarters for this grant program:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

If the MCG term date falls in the middle of a calendar quarter, the first progress report will not be due in that initial calendar quarter. Instead the first progress report will be due at the end of the following calendar quarter and will incorporate all activity from the MCG term date through the close of the first full calendar quarter.

- Project costs eligible for reimbursement and project match must be incurred between the MCG term start and end dates. Costs incurred prior to the MCG term start date or after the MCG term end date will not be considered eligible for grant reimbursement or match. Copies of supporting cost documentation (paid invoices, receipts, cancelled checks, etc.) must be audited and approved by DEC for costs to be eligible for grant reimbursement.
- Projects already receiving funds from another NYS or Federal assistance grant program are not eligible to receive funding for the same project activities identified in this RFA.
- *Optional* - Quarterly Expenditure Reports, detailed by object of expense as defined in the MCG Attachment B-1 Expenditure Based Budget, may accompany the quarterly progress reports. These reports must correlate to vouchers submitted for payment. Approved project-required permits and permissions must be in place to submit a reimbursement request.
- Any project involving volunteer time as match will be required to report the number of volunteers and the number of volunteer hours in their expense reports. The total number of volunteers and volunteer hours for the entire project must be reported in the final report.
- A DEC inspection will be required to confirm all work was completed in accordance with the approved project work plan.
- A final report must be submitted in Grants Gateway and approved by DEC prior to the release of the final grant payment to the Grantee. The Contractor (Grantee) must submit the final report no later than

60 days after the end of the contract term. The final report should detail all aspects of the program and summarize how the use of grant funds was utilized in achieving the goals set forth in the approved MCG Attachment C Work Plan. Copies of appropriate documents and deliverables (i.e. inventory and/or management plan, photographs, outreach results) must be submitted and approved by DEC.

XII. What to Expect If You Receive an Award

1. Notification of Award

Applicants selected to receive a grant award will be notified by email and in an official DEC award letter.

IMPORTANT NOTE: By accepting an award, applicant agrees to abide by all Master Contract for Grants (MCG) terms and conditions. Any changes to the terms and conditions will not be accepted and may affect applicant's award.

2. State of New York Master Contract for Grants (MCG)

Applicants selected to receive a grant award will be required to execute a MCG within 60 - 90 days from the time of their award notification. Failure to submit timely required MCG documents could cause a grantee to lose their grant award. Applicants should review and be prepared to comply with all MCG terms and conditions should grant funding be awarded. The MCG and attachments can be reviewed and/or downloaded in the Grants Gateway UCF application under the "Forms Menu" screen named 'Contract Document Properties.' The MCG and attachments include:

- MCG Grants Face Page
- Standard Terms and Conditions (NYS standard terms and conditions)
- Attachment A-1 Program Specific Terms and Conditions (Agency and Program Specific Terms and Conditions)
- Attachment A-2 Federally Funded Grant Terms and Conditions (optional)
- Attachment B-1 Expenditure Based Budget (project expense categories and detail)
- Attachment C Work Plan (project objectives, tasks and performance measures)
- Attachment D Payment and Reporting Schedule (claims for reimbursement and grant reporting provisions)

IMPORTANT NOTE: Project-related costs must be incurred within the term of the MCG to be considered eligible for reimbursement or match. Contract payments will not be approved or processed by DEC until a MCG is approved by DEC, and as applicable, the Attorney General and the State Comptroller. All contracts must be approved by the contract term start date of which will be determined at the time of an official award.

Applicants should be prepared to comply with the following Master Contract for Grants Requirements:

a. **Insurance Requirements**
   Contractors (municipality, not-for-profit) will be required to carry appropriate insurance as specified in the MCG, Attachment A-1 Program Specific Terms and Conditions, and agree that each project consultant, project contractor and project subcontractor secures and delivers to the contractor appropriate policies of insurance issued by an insurance company licensed to do business in the State of New York. Policies must name the contractor as an additional insured, with appropriate limits, covering contractor's public liability and property damage insurance, contractor's contingency liability insurance, "all-risk" insurance and workers' compensation/disability benefits coverage for the project.
b. **Permit Requirements (if applicable)**
   Contractors agree to obtain all required permits, including, but not limited to, local, state and federal

permits prior to the commencement of any project-related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

c. **State Environmental Quality Review (SEQR) Documentation**
With respect to the project, the Contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by DEC. The Contractor has notified, and shall continue to notify, DEC of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

d. **Vendor Responsibility Questionnaire**
Not-For-Profit contractors and/or subcontractors are subject to a vendor responsibility review by the State to ensure public dollars are being spent appropriately with responsible contractors. A vendor responsibility review may include a contractor and/or subcontractor to present evidence of its continuing legal authority to do business in NYS, integrity, experience, ability, prior performance, and organizational and financial capacity. To enroll in and use the NYS VendRep System, see the VendRep System instructions (http://www.osc.state.ny.us/vendrep/enroll.htm) or go directly to the VendRep System (https://portal.osc.state.ny.us).

e. **Iran Divestment Act**
As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. By entering into a Contract, the Contractor certifies 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" list ("Prohibited Entities List") posted on the OGS website (http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf) and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additional detail on the Iran Divestment Act can be found in the MCG, Attachment A-1 Program Specific Terms and Conditions.

f. **Procurement of Contractors/Subcontractors**
Municipalities must comply with General Municipal Law Sections 103 (competitive bidding) and 104-b (procurement policies and procedures). Not-for-profit corporations must follow procurement policies that ensure prudent and economical use of public money. Failure to comply with these requirements could jeopardize full reimbursement of your approved eligible project costs.

g. **Americans with Disabilities Act**
In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas (https://www.access-board.gov/guidelines-and-standards).

XIII. Appendices

APPENDIX 1 – Large Community Grants List

Projects within the communities listed below are eligible for grants up to $75,000 in Round 15. These communities have been identified as having populations greater than 65,000.*

Cities

Albany
Buffalo
Mount Vernon
New Rochelle
New York City
Rochester
Schenectady
Syracuse
Yonkers

Towns

Amherst
Babylon
Brookhaven
Cheektowaga
Clarkstown
Colonie
Greece
Greenburgh
Hempstead
Huntington
Islip
North Hempstead
Oyster Bay
Ramapo
Smithtown
Tonawanda

*All other communities with populations below 65,000 qualify for Community grants up to $50,000

APPENDIX 2 - Recommended Minimum Standards for NYS DEC Tree Planting Projects

The following are minimum standards that may be used for tree planting (http://www.dec.ny.gov/lands/5303.html) grant projects. Where local ordinances and guidelines require more stringent standards, use the more stringent standards. All tree planting work should be supervised by a qualified professional.

Planning:

A detailed tree planting and five-year maintenance plan must be developed with input from local agencies to avoid conflicts. Where underground or above ground utilities are present, contact Dig Safely New York (https://www.digsafelynewyork.com). NYS DEC recommends the planting of native species and prohibits or regulates the introduction of invasive species https://www.dec.ny.gov/animals/99141.html.

Tree Species Selection:

1. Species will be selected to fit the planting site, taking into consideration soils, rooting space, overhead space, adjacent utilities and buildings, drainage, and other site conditions.
2. All species need to be appropriate for the hardiness zone in which they are located.
3. All trees used will be true to name. Size and grading standards will conform to the American Standard for Nursery Stock as established by AmericanHort (https://www.americanhort.org/).
4. It is recommended that no species make up more than 10% of the entire urban forest population.

Site Selection:

1. No tree with a mature trunk diameter greater than 12 inches will be planted in a tree lawn less than 3 ft. wide; a planting space of at least 50 sq. ft. is recommended.
2. Trees will not be planted within 30 ft. of an intersection or 15 ft. of driveways and alleys.
3. Trees will not be planted within 10 ft. of utility poles or hydrants.
4. Trees should be spaced an appropriate distance apart. For street trees: large trees (mature height greater than 60 ft.) minimum of 45 ft. apart, medium trees (mature height between 30 ft. and 60 ft.) minimum of 35 ft. apart, small trees (mature height less than 30 ft.) minimum of 25 ft. apart.
5. Only trees with mature heights less than 30 ft. should be planted under or near power lines.

Planting Standards:

1. Holes dug for planting of trees will be a minimum of 12 inches larger than the diameter of the root system or root ball. Preferably, the hole should be two to three times the size of the root ball.
2. Trees will be planted no deeper than previously grown with allowance for settling. The root flair should be at or slightly above ground level.
3. Strings and twine will be removed from trunk of tree. Burlap and wire baskets will be removed or rolled down into hole.
4. Backfill with existing soil when suitable. Avoid using excessive amounts of organic matter.
5. When sensitive species are exposed to direct sun, wrap lower trunk with a tree wrap. Remove wrap after first growing season.
6. Bark mulch will be applied around the tree, up to 3 inches deep, in a circle which extends beyond the planting hole. Mulch should not touch trunk above root flair.

7. Only dead, damaged or poorly located branches will be removed using proper pruning techniques.
8. All bare root trees (and balled and burlapped trees in exposed, windy areas) will be staked or guyed to keep them upright. Use commonly accepted staking techniques. Stakes will be removed approximately one year after planting.
9. Newly planted trees will be watered at the time of planting, and for best results, water, soaking the root zone once per week, barring rain, and more frequently during hot weather until they are established.
10. In caring for and handling trees prior to planting, all precautions customary in good trade practice will be taken.
11. A minimum one-year warranty is recommended.

Five Year Tree Maintenance:

A detailed, written tree maintenance plan must be developed, including the following components:

1. Grantee will need to inspect the trees every six months to evaluate general health, disease and insect problems.
2. Grantee will need to treat disease and insect problems as needed to maintain good tree health.
3. Grantee will need to water during the growing season as needed.
4. Grantees will prune the trees as needed to remove dead, damaged or poorly located limbs using accepted practices of the industry.
5. Grantees will remove planting stakes and guy wires within the first year.

Other sources for Tree Planting Specifications and information:

- Trees are Good from ISA (http://www.treesaregood.org/).
- Urban Horticulture Institute from Cornell University (https://blogs.cornell.edu/urbanhort/)
- Positively the Pits! Successfully strategies for sustainable streetscapes from University of Massachusetts (http://www.umass.edu/urbantree/publications/pits.pdf), November 2003 issue of TCI 7/1/04

APPENDIX 3 – NYS DEC Urban Foresters

The following people can assist with Professional Guidance and DEC Work Plan review questions in a geographic area. A * denotes ISA Certified Arborist.

Contact telephone numbers and regional maps (https://www.dec.ny.gov/lands/5285.html)

DEC Region	Forester Name	Email	Counties/Areas served
Region 1	John Wernet *	john.wernet@dec.ny.gov	Nassau, Suffolk
Region 2	Tim Wenskus	timothy.wenskus@dec.ny.gov	NYC all boroughs
Region 3	George Profous	george.profous@dec.ny.gov	Westchester, Putnam, Rockland, Orange, Sullivan, Ulster, Dutchess
Region 3	Mike Callan	michael.callan@dec.ny.gov	Westchester, Putnam, Rockland, Orange, Sullivan, Ulster, Dutchess
Region 4	Scott Moxham *	scott.moxham@dec.ny.gov	Albany, Schenectady, Schoharie, Montgomery, Rensselaer, Columbia
Region 4	Don Guest	donald.guest@dec.ny.gov	Otsego, Delaware, Greene
Region 5	Seth Thomas	seth.thomas@dec.ny.gov	Hamilton, Fulton
Region 5	Mike Mulligan	michael.mulligan@dec.ny.gov	Hamilton, Fulton
Region 5	Rich McDermott	richard.mcdermott@dec.ny.gov	Clinton, Essex, Franklin, Warren, Washington, Saratoga
Region 5	Jeffrey Speich*	jeffrey.speich@dec.ny.gov	Clinton, Essex, Franklin, Fulton, Hamilton, Saratoga, Warren, Washington
Region 6	Dan Welc	dan.welc@dec.ny.gov	Herkimer, Oneida
Region 6	Mike Giocondo	michael.giocondo@dec.ny.gov	Lewis
Region 6	Glen Roberts	glen.roberts@dec.ny.gov	Jefferson
Region 6	Steve Sherwood	steven.sherwood@dec.ny.gov	St. Lawrence
Region 7	Daniel Sawchuck	dan.sawchuck@dec.ny.gov	Oswego, Onondaga (north)
Region 7	Matt Swayze	matthew.swayze@dec.ny.gov	Cortland, Tioga, Onondaga (south)
Region 7	John Graham	john.graham@dec.ny.gov	Cortland, Cayuga, Tompkins
Region 7	Greg Owens	gregory.owens@dec.ny.gov	Broome, Chenango, Madison
Region 8	Gary Koplun *	garrett.koplun@dec.ny.gov	Wayne, Monroe, Genesee, Orleans
Region 8	Brice June	brice.june@dec.ny.gov	Ontario, Livingston, Seneca
Region 8	Mark Gooding	mark.gooding@dec.ny.gov	Chemung, Genesee, Livingston, Monroe, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Yates
Region 8	Pat Lafler	patrick.lafler@dec.ny.gov	Chemung, Schuyler, Yates
Region 8	Cody Lafler	cody.laflaer@dec.ny.gov	Steuben
Region 9	Pat Marren	patrick.marren@dec.ny.gov	Erie, Niagara, Wyoming, Allegany, Cattaraugus, Chautauqua
Region 9	Nate Morey	nate.morey@dec.ny.gov	Erie, Niagara, Wyoming, Allegany, Cattaraugus, Chautauqua

APPENDIX 4 - Sample Municipal Endorsement

The Municipal Endorsement is for non-municipal projects located on municipal property and must accompany the completed application. (Acceptable municipal endorsement for use when applicant is not a municipality.)

Resolution No. _____

WHEREAS, the (applicant name) is applying to the New York State Department of Environmental Conservation for a reimbursement project grant under the Urban and Community Forestry (UCF) Program to be located (insert location), a site located within the territorial jurisdiction of this (Board, Council or Legislature); and

WHEREAS, as a requirement of the UCF program, said (type of applicant) must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located,"

NOW, THEREFORE, be it resolved that the (Board, Council or Legislature) of (municipality) hereby does approve and endorse the application of (applicant name) for a grant under the Urban and Community Forestry Program for a project known as (project title) and located within this community.

(Date of Adoption and Certification of Clerk)

APPENDIX 5 – Attachment C - Work Plan Sample

ATTACHMENT C - WORK PLAN

Work Plan Screen Shot

PROJECT NAME: Tree Inventory & Community Forest Management Plan

CONTRACTOR SFS PAYEE NAME: Town of Anytown

CONTRACTPERIOD: From: 06/01/2020

To: 05/30/2022

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

The overall goal of the Town of Anytown is to determine the types, quantities, location and health of its community forest, and to develop a management plan that will assist the town in expanding its forest, addressing forest health issues and threats, and to secure community involvement in protecting and enhancing the town's forest resources. The Town of Anytown is approximately 90 square miles in size, and has 42,065 residents. The town consists of these three villages, which are surrounded by rolling hills, lakes, woodlands, hiking trails, apple orchards, wineries and other agricultural operations. Anytown has made a conscious effort to protect its natural resources and farms, and so developing a community forest inventory and management plan meshes well with its environmental goals. The inventory and plan will directly benefit the people that use the town's parks, as well as those properties that are located on the public cul-de-sacs. But there will be overall community benefits to be had by assessing the health of the community's trees and working to increase the tree canopy. Better air quality benefits everyone, as does reducing the heat index, sequestering carbon, reducing noise, filtering storm water, increasing property values, and visually enhancing our streets and parks. The Town proposes to hire a firm that will use ISA-certified arborists to conduct an inventory, which will be a GIS-based tree and planting site inventory, formatted for USDA i-Tree software compatibility.

The inventory shall include trees within the right-of-way of twelve town cul-de-sacs and the parks. The tree inventory will contain the following information:

1. Column headings and description of column content or codes
2. Measurement of tree DBH in inches
3. Tree species – genus AND species common names accepted
4. Street address location
5. GPS coordinates
6. Arborist re-inspect management recommendations (for volunteer or non-professional inventories)
7. Location of empty and/or potential tree planting sites
8. Risk tree assessment
9. Summary report of environmental benefits (see above)

The inventory should take about one month to complete, depending on the number of staff assigned to collect the data. Once the inventory is complete, a final report will be prepared and submitted to the town and NYSDEC in Microsoft Excel or Access on a CD or thumb drive. Preliminary estimates are based on a total of 3,500 trees in both the parks and along the cul-de-sac rights-of-way.

In addition, the Town's tree commission will assist in providing information and gathering suggestions from the public via workshops at the local library, social media and speaking to community organizations.

The forest management plan will contain, at minimum, the following items:

1. The development of budgets and work plans including timelines and tasks to meet that vision
2. The use of the tree inventory which identifies management needs i.e. pruning rotations, removal implementation, prioritization of work load
3. Storm preparedness and response planning
4. Invasive species preparedness and response
5. Planting plan to address the unique characteristics of the project location, such as species diversity; understory plantings; erosion control and brownfields that could be impacted with planting and would address local needs.
6. Urban forest environmental cost-benefit analysis of environmental issues such as water quality, air quality, reduce urban heat island effect, energy efficiencies, storm water management, health
7. Recommend creation and/or use of a community tree board and designate their activities

The final document will be presented to the Town Board at a board meeting by the consultant, and a digital copy will also be sent to the NYSDEC. We expect that the Town will receive a digital copy.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

1. Inventory trees in six town parks & along the rights-of-way and all town parks.

Tasks

1. Conduct tree inventory in parks and along cul-de-sacs - The inventory shall include trees within the right-of-way and all town parks. The tree inventory will contain the following information:
    a. Column headings and description of column content/codes
    b. Diameter at breast height (inches)
    c. Tree species (genus and common names)
    d. GIS/GPS location + street address
    e. Crown width
    f. Tree health and hazard tree identification/emergency storm response
    g. Potential tree planting sites

The timeline for this task is 1-2 months during the growing season.

<u>Performance Measures</u>

1. Final inventory - Compile tree inventory information, format in i-Tree software and provide report on CD or a thumb drive to NYSDEC and the Town of Anytown.

The timeline for this task is 1 month upon completion of the inventory.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

2. Prepare a community forest management plan

Tasks

1. Prepare management plan - Consultant will prepare a forest management plan that will contain, at minimum, the following items:
    a. The development of budgets and work plans including timelines and tasks to meet that vision
    b. The use of the tree inventory which identifies management needs i.e. pruning rotations, removal implementation, prioritization of work load
    c. Storm preparedness and response planning
    d. Invasive species preparedness and response
    e. Planting plan to address the unique characteristics of the project location, such as species diversity; understory plantings; erosion control and brownfields that could be impacted with planting and would address local needs.
    f. Urban forest environmental cost-benefit analysis of environmental issues such as water quality, air quality, reduce urban heat island effect, energy efficiencies, storm water management, health
    g. Recommend creation and/or use of a community tree board and designate their activities. The timeline for this task is 3 months. Performance Measures
2. Management Plan - Consultant to submit hard copies. The Town & NYSDEC will also receive a digital copy of the plan as required in the contract. This will be provided at the end of the three-month inventory & report process.

Objective

3. Partnerships

Tasks

1. Partnerships - A staff person will be assigned to manage the tree inventory and will use the management plan as guidance for the Town's annual planting and maintenance projects.
2. The Tree Commission will use the inventory to help it choose tree locations and species for its Arbor Day plantings in an effort to increase the diversity of tree species in the town.

<u>Performance Measures</u>

1. Partnerships - Report on plans for an event during Arbor Day. Photos, press or narrative.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

4. Outreach & Education

Tasks

Outreach & Education

1. Newspaper press release in the local weekly column Tree Inventory & CFMP about the Town's plans to inventory its trees and develop a management plan
2. A feature story on the company that is doing the inventory, what the inventory includes, why it is important, and where in the town it is occurring, etc.
3. A presentation on the inventory results and an analysis of the benefits of trees to the community by the tree service consultant to the Town Board at a televised meeting.
4. Prior to developing the plan, at least one community forum will be held for ideas and suggestions for maintaining and expanding our community forest, as well as interviews/ discussions with several community groups, the tree commission and town leaders about the specifics of the plan.
5. The tree commission will also promote the inventory information as part of its future Arbor Day activities through press releases, posters, radio and local TV.

<u>Performance Measures</u>

1. Outreach & Education - Send copies of press, links to TV and narrative of media generated by the grant and subsequent work.
2. Photos of Arbor Day and/or narrative.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

5. Long Term Support and Benefits

Tasks

Long Term Support and Benefits for the next five years

1. Share Inventory and CFMP with the Town's Tree Commission for future planting options and locations.
2. Town's volunteer tree commission can incorporate public participation into the annual tasks; for example, establishing tree stewards for the individual cul-de-sacs, setting up a formal memorial tree program, public information sessions on the threat of invasive species, Arbor Day events and tree plantings.
3. Grow our community forest, Town of Anytown Tree Inventory & Community Forest Management Plan increasing the overall environmental benefits that trees provide to our air, water, wildlife, and health.

<u>Performance Measures</u>

1. Long term support - Report on future plans at the end of the project.
2. Inventory – Tree Commission will work with DPW to update the tree inventory on an ongoing basis for the next 5 years.
3. Management Plan – results of the CFMP will be used by the Village to prioritize risk assessment, tree removals and pruning jobs and also vacant planting areas.
4. Arbor Day events and the pursuit of new urban forestry grants will continue.

City of Newburgh

GRANT APPLICATION FORM

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: 2019 DEC Urban & Community Forestry Grant	NAME OF DEPARTMENT REQUESTING GRANT: CAC	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: DPW/CAC
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS DEC	GRANT SUBMITTAL DATE: 12/4/19	AMOUNT OF AWARD: $40,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, In-kind	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: $10,000 In-Kind –provided by DPW, Grants Administrator & CAC Volunteers	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project**:** the City of Newburgh Conservation Advisory Council to apply for and accept if awarded a grant for $40,000 from the New York State Department of Environmental Conservation, with a 25% in-kind match for a Tree Maintenance Grant Project Timeline: (ex. Dates) 5/1/20-4/30/22		

City of Newburgh

GRANT APPLICATION FORM

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

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE:_____ DATE:_____
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: _____

RESOLUTION NO.: 303 -2019

OF

NOVEMBER 21, 2019

A RESOLUTION RE-APPOINTING CHUCK THOMAS TO
THE CONSERVATION ADVISORY COUNCIL FOR A TWO YEAR TERM

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

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

WHEREAS, the two-year term of Chuck Thomas expires on November 30, 2019 and he wishes to continue to serve a new two-year term; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Chuck Thomas be and hereby is re-appointed to the Conservation Advisory Council for a two (2) year term commencing December 1, 2019 and ending on November 30, 2021.

From:	Chuck Thomas - NFL
To:	BalbuenaPalma, OmarE
Subject:	Re: CAC Membership Renewal
Date:	Wednesday, October 23, 2019 9:29:12 AM

Hi Omar
Please accept this as my application to continue my service to our City on the Conservation Council.
Thank you and please let me know if you need a formal application of some form.
Chuck

Chuck Thomas
Director, Newburgh Free Library
124 Grand Street, Newburgh NY 12550
845 563-3605
www.newburghlibrary.org

Newburgh Free Library
Inform ~ Inspire ~ Connect