



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 23, 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/Comunicaciones

4. Approval of the Minutes of the City Council Meeting on September 9, 2019
Aprobación del acta de la reunión General del Concejal del 9 de septiembre de 2019
5. City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. Jr. Police Academy Presentation of Certificates
Presentación de Certificados para la Academia de Policía Jr.
7. Presentation by William Walker regarding the 400 year recognition of the first documented slaves in Virginia since 1619
Presentación por William Walker reconociendo 400 años de los primeros esclavos documentados en Virginia desde 1619
8. Consolidated Plan/FY2020 Annual Action Plan Public Hearing
Presentation and then public hearing to regarding the 2020-2024 Consolidated Plan; the FY2020 Annual Action Plan; the Citizens Participation Plan; and the Language Access Plan for the Community Development Block Grant Program.

Presentación y audiencia pública con respecto al Plan Consolidado; Plan de Acción Anual para el Año Fiscal 2020; el Plan de Participación Ciudadana; y el Plan de Acceso de Lenguaje para el Programa de Subvención de Bloques de Desarrollo Comunitario.

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

9. Resolution No. 230-2019 - PIN#8761.91 Liberty Street Streetscape and Sidewalk Improvements Master Federal Aid Local Project Agreement

Resolution authorizing the City Manager to execute a Master Federal-Aid Local Project Agreement with the New York State Department of Transportation to fund in the first instance 100% of the Federal-aid and Non-Federal aid eligible costs for the construction of the Liberty Street Streetscape and Sidewalk Improvements. (Jason Morris)

Resolución autorizando al Gerente de la Ciudad a ejecutar un Acuerdo de Proyecto Local de Ayuda Federal Maestra con el Departamento de Transporte del Estado de Nueva York para financiar en primera instancia el 100% de los costos elegibles de ayuda federal y no federal para la construcción de la Mejoras en el paisaje urbano y la acera de Liberty Street. (Jason Morris)

10. Resolution No. 231-2019 - Water Department Budget Transfer

Resolution amending Resolution No: 364-2018, the 2019 Budget for the City of Newburgh, New York to transfer \$32,536.67 from Water Fund Contingency to Water Distribution – Other Services to fund a water main repair at Washington Lake

Una Resolución que enmienda la Resolución No: 364-2018, el Presupuesto del 2019 de la Ciudad de Newburgh, Nueva York para transferir \$32,536.67 del Fondo del Agua de Emergencia para la Distribución de Agua - Otros Servicios para financiar una reparación en la cañería principal del Lago Washington

11. Resolution No. 232-2019 - Purchase of 74 Henry Avenue

Resolution to authorize the conveyance of real property known as 74 Henry Avenue (Section 48, Block 12, Lot 17) at private sale to Vladimir Bilenky for the amount of \$75,000.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 74 de la Avenida Henry (Sección 48, Bloque 12, Lote 17) en una venta privada a Vlademir Bilenky por el monto de \$75,000.00. (Ali Church)

12. Resolution No. 233-2019 - Purchase of 39 Avoca Street

Resolution to authorize the conveyance of real property known as 39 Avoca Street (Section 44, Block 3, Lot 34) at private sale to James Michael for the amount of \$19,750.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 39 de la Calle Avoca (Sección 44, Bloque 3, Lote 34) en una venta privada a James Michael por el monto de \$19,750.00. (Ali Church)

13. Resolution No. 234-2019 - 199 South Street - extension of time to rehabilitate
Resolution authorizing a twelve month extension of time to rehabilitate the premises known as 199 South Street (Section 18, Block 1, Lot 3) in the City of Newburgh. (Michelle Kelson)

Una resolución autorizando una extensión de tiempo de doce meses para rehabilitar las instalaciones conocidas como la 199 de la Calle South (Sección 18, Bloque 1, Lote 3) en la Ciudad de Newburgh. (Michelle Kelson)

14. Resolution No. 235-2019 - Colby Kennels -- animal shelter services contract
Resolution authorizing the City Manager to enter into an agreement with Colby Kennels to provide for boarding services for dogs in the custody of the City of Newburgh. (Michelle Kelson)

Resolución autorizando al Gerente de la Ciudad a concretar un acuerdo con Colby Kennels para proporcionar servicios de alojamiento para perros bajo la custodia de la ciudad de Newburgh. (Michelle Kelson)

15. Resolution No. 236-2019 - Donation of Engineering Services from CPL - Clark Patterson Lee Engineering
Resolution accepting a donation of professional engineering services from Clark Patterson Lee supporting the City match for a New York State Office of Parks, Recreation and Historic Preservation Environmental Protection Fund grant through the Consolidated Funding Application for the Delano-Hitch Recreation Park Improvements Project. (Derrick Stanton)

Una resolución aceptando una donación de servicios de ingeniería profesional de Clark Patterson Lee apoyando el monto igualado por la ciudad para una Subvención del Fondo de Protección Ambiental de la Oficina de Parques, Recreación y Preservación Histórica del Estado de Nueva York a través de la Solicitud de Financiamiento Consolidado para el proyecto de mejoras del Parque Recreativo Delano-Hitch. (Derrick Stanton)

16. Resolution No. 237-2019 - Intermunicipal Police Tactical Team Agreement Town of Woodbury
Resolution authorizing the City Manager to enter into an intermunicipal agreement between the Town of Woodbury and the City of Newburgh for Police Department Tactical Team Cooperation. (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad a concretar un acuerdo intermunicipal entre la Ciudad de Woodbury y la Ciudad de Newburgh para la Cooperación del Equipo Táctico del Departamento de Policía. (Chief Douglas Solomon)

17. Resolution No. 238-2019 - Fire Department Surplus
Resolution declaring a 2004 Jeep Cherokee designated VIN No.

1J4GW48S94C429369 to be surplus equipment

Resolución declarando un Jeep Cherokee 2004 designado VIN No. 1J4GW48S94C429369 como equipo excedente

18. Resolution No. 239-2019 - Authorizing Settlement of a Water Bill for the Amount of \$8,400.00

A resolution authorizing settlement of a water bill with an out-of-city account for the amount of \$8,400.00

Una resolución autorizando el pago de una factura de agua con una cuenta fuera de la ciudad por el monto de \$8,400.00

19. Resolution No. 240-2019 - Release of Restrictive Covenants for 56 Benkard Avenue

A resolution authorizing the City Manager to execute a release of restrictive covenants in connection with the premises located at 56 Benkard Avenue (Section 45, Block 3, Lot 18)

Una resolución autorizando al Gerente de la Ciudad a ejecutar la liberación de cláusulas restrictivas en conexión con las instalaciones ubicadas en la 56 de la Avenida Benkard (Sección 45, Bloque 3 Lote 18)

20. Resolution No. 241-2019 - Authorizing the payment of a claim with Beatriz Aguilar

A resolution authorizing the City Manager to execute a payment of claim with Beatriz Aguilar in the amount of \$4,422.72

Una resolución autorizando al Gerente de la Ciudad a ejecutar un pago de reclamo con Beatriz Aguilar por el monto de \$4,422.72

21. Resolution No. 242-2019 - Authorizing the conveyance of 206 North Street

A resolution authorizing the conveyance of 206 North Miller Street (Section 11, Block 2, Lot 29) to Roy and Glenda Francis

Una resolución autorizando el traspaso de bienes raíces de la 206 de la Calle North Miller (Sección 11, Bloque 2, Lote 29) a Roy y Glenda Francis

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 222 - 2019

OF

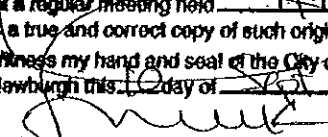
SEPTEMBER 9, 2019

A RESOLUTION SCHEDULING A SECOND PUBLIC HEARING
FOR SEPTEMBER 23, 2019 TO HEAR PUBLIC COMMENT REGARDING
THE HOUSING AND COMMUNITY DEVELOPMENT NEEDS OF
THE CITY OF NEWBURGH AND TO HEAR PUBLIC COMMENT ON
THE CITY OF NEWBURGH'S PROPOSED ACTIONS CONCERNING
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR THE 2020-2024 FIVE YEAR CONSOLIDATED PLAN
AND FISCAL YEAR 2020 ANNUAL ACTION PLAN

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a second public hearing to receive comments regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's proposed actions concerning the Community Development Block Grant Program for the 2020-2024 Five Year Consolidated Plan and the FY 2020 Annual Action Plan; 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 23rd day of September, 2019, in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York.

I, Lorena Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 11/19/19
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of Sept, 2019

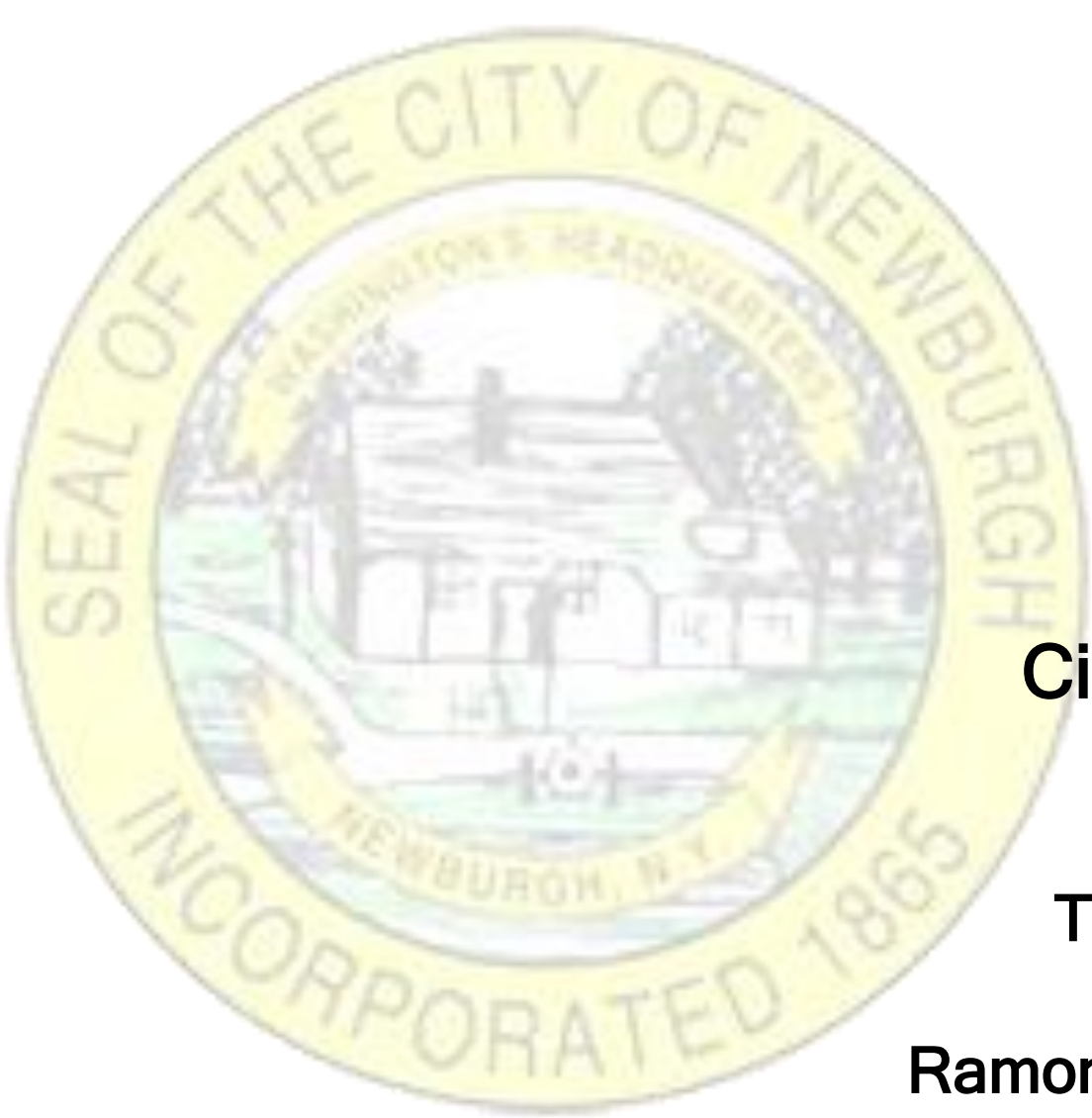

City Clerk

The seal of the City of Newburgh is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH" in black. Inside this is a blue ring with "INCORPORATED 1784" in white. The center features a detailed illustration of a cityscape with a large building, a bridge, and a river, with the text "WASHINGTON'S HEADQUARTERS" above it.

Community Development Block Grant (“CDBG”) 5-Year Consolidated Plan (including FY2020 Annual Action Plan)

**Department of Planning &
Development
July, 2019**





City of Newburgh City Council:

Torrance Harvey, Mayor

Karen Mejia, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Hillary Rayford, At-Large

Anthony Grice, At-Large

City of Newburgh Community Development Goals - Refresher

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

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



“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: **FY2020-FY2024**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan

The Consolidated Plan, or the “Con Plan” or “Five-Year Plan,” is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan

The Consolidated Plan
Goals are Identified
from the Priority Needs
in the City of Newburgh.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan

Priority Needs Identified through (examples):

- City of Newburgh “Visioning Plan” Community Meetings
- City of Newburgh “Visioning Plan” Community Survey
- Community Feedback from previous CDBG Annual Action Plans
- Seven (7) Community Outreach Meetings
- Two (2) Public Hearings
- Two (2) 30-Day Public Comment Periods



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan

*Comment from the 2018 City of Newburgh
Vision Plan Public Workshop #1*

*“What’s missing from the current vision is
‘how’ to do these things. There is no
shortage of plans for Newburgh. The issue
is implementation and financing” –*



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan

The “How” to do, or the implementation and financing of, these things:

*The FY2020 -2024 Consolidated Plan will provide the City of Newburgh with **five years** of funding to support priority needs projects.*



City of Newburgh FY2020-2024 Consolidated Plan Priority Needs:

- Infrastructure Improvements
- Economic Development
- Quality of Life
- Housing



City of Newburgh FY2020-2024 Consolidated Plan:

Priority Need: Infrastructure Improvements

Project Examples:

- “Complete Streets” Safe Access Upgrades (ex. Bikes, Pedestrians, Motorists)
- Drinking Water Protections
- Sewer Upgrades



City of Newburgh FY2020-2024 Consolidated Plan:

Priority Need: Economic Development

Project Examples:

- Business Sign/Façade Program
- Workforce Development Assistance



City of Newburgh FY2020-2024 Consolidated Plan:

Priority Need: Quality of Life Improvements

Project Examples:

- Park Improvements
- Summer Children's Film Festival



City of Newburgh FY2020-2024 Consolidated Plan Goals:

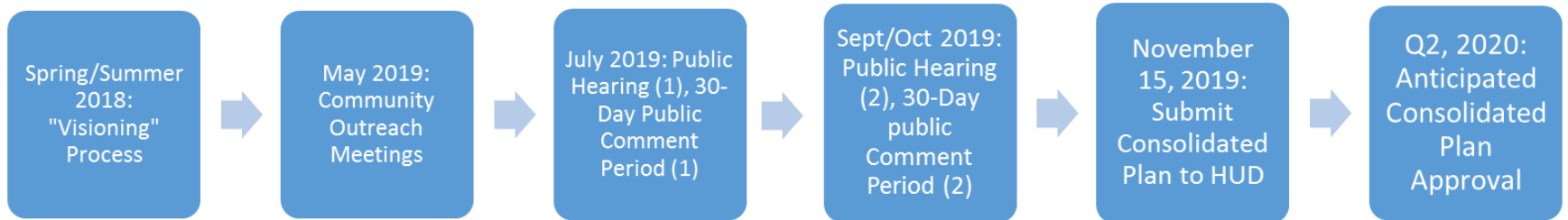
Priority Need: Housing

Project Example:

- In Rem Property Program
- Homeowner Assistance Program, Coordinated through a City of Newburgh Housing Partner



City of Newburgh FY2020-2024 Consolidated Plan Timeline



FY2020-2024 Consolidated Plan Timeline

The seal of the City of Newburg is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURG" at the top and "INCORPORATED 1866" at the bottom. The inner circle features a landscape with a river, a bridge, and a building. The text "WASHINGTON'S HEADQUARTERS" is written in a smaller circle above the building.

Community Development Block Grant ("CDBG") Proposed FY2020 Annual Action Plan*

**Department of Planning &
Development
July, 2019**



*Pending federal budget approval

City of Newburgh FY2020 Annual Action Plan (AAP)

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.



Proposed FY2020 CDBG Projects/Funding

					% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Priority Need Addressed	Project Name	Proposed Activities	Project Funding			
Projects Funded through Entitlement Grant						
Housing	Housing	Salaries for 3 full-time employees, In Rem Property Supplies, In Rem Training,	\$220,000.00		26%	No Change
		Homeowner Assistance Program	\$50,000.00		6%	No Change
Infrastructure Improvements	Infrastructure Improvements	Complete Streets Project (ex. ADA Curb-Cut Upgrades)	\$225,000.00		32%	10%
Economic Development	Economic Development	Funding to support business requiring workforce development training, Business Signage/Façade Improvements	\$25,000.00		10%	No Change
Quality of Life Improvements	Park Improvements	Park Improvements, including playground equipment upgrades	\$175,000.00		14%	10%
Quality of Life Improvements	Community Policing/Neighborhood	2020 Children's Summer Film Festival	\$20,000.00		2%	No Change
Administration	Administration	Program Administration, Staff Salar and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00		10%	10%
Proposed Total FY2020 Allocation			\$845,000.00			

Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

Housing	Salaries for 3 full-time employees, In Rem Property		
	Supplies, In Rem Training, Homeowner Assistance Program	\$220,000.00 \$50,000.00	26% 6%
Infrastructure Improvements	Complete Streets Project (ex. ADA Curb-Cut Upgrades)	\$225,000.00	32%
Economic Development	Funding to support business requiring workforce development training, Business Signage/Façade Improvements	\$25,000.00	10%
Park Improvements	Park Improvements, including playground equipment upgrades	\$175,000.00	14%
Community Policing/Neighborhood	2020 Children's Summer Film Festival	\$20,000.00	2%
Administration	Program Administration, Staff Salar and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00	10%

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

Housing	Salaries for 3 full-time employees, In Rem Property Supplies, In Rem Training,	\$220,000.00	No Change
	Homeowner Assistance Program	\$50,000.00	No Change
Infrastructure Improvements	Complete Streets Project (ex. ADA Curb-Cut Upgrades)	\$225,000.00	10%
Economic Development	Funding to support business requiring workforce development training, Business Signage/Façade Improvements	\$25,000.00	No Change
Park Improvements	Park Improvements, including playground equipment upgrades	\$175,000.00	10%
Community Policing/Neighborhood Services	2020 Children's Summer Film Festival	\$20,000.00	No Change
Administration	Program Administration, Staff Salar and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00	10%

Project:	Housing	
Activities:	In Rem Property Project	(\$220,000.00)
	Homeowner Assistance	(\$50,000.00)

Summary

- Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.
- Funding to support City of Newburgh Housing Partner Homeowner Assistance Program.

In Rem Property Program Highlights

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

The Housing and Community Development Act of 1992 authorizes activities necessary to make essential repairs and payment of operating expenses needed to maintain the habitability of housing units acquired through tax foreclosure proceedings in order to prevent abandonment and deterioration of such housing in primarily low- and moderate-income neighborhoods.

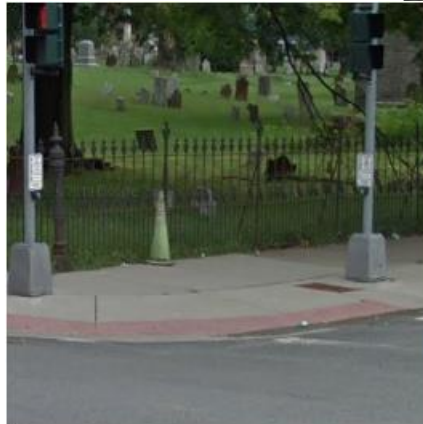


Project: Infrastructure Improvements
Budget: \$225,000.00

Summary

Examples of projects may include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements

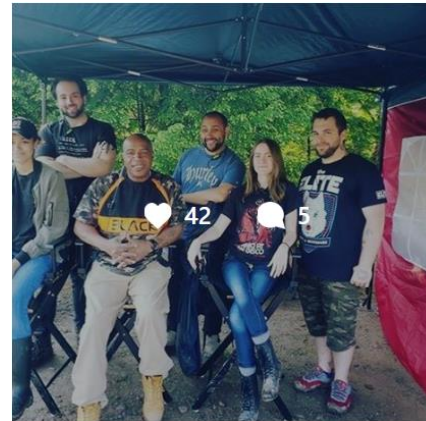


Project: Economic Development
Budget: \$25,000.00

Summary

Examples of projects may include:

- Business Signage/Façade Improvements
- Funding to Support Business Workforce Development Training.



Project: Park Improvements
Budget: \$175,000.00

Summary

Examples of projects may include:

- Playground equipment improvements/upgrades
- Fencing



Project: Community Policing/Neighborhood Services
Budget: \$20,000.00

Summary

Examples of Projects may include:

- 2020 Children's Summer Film Festival



Project: Administration
Project Funding: \$130,000.00



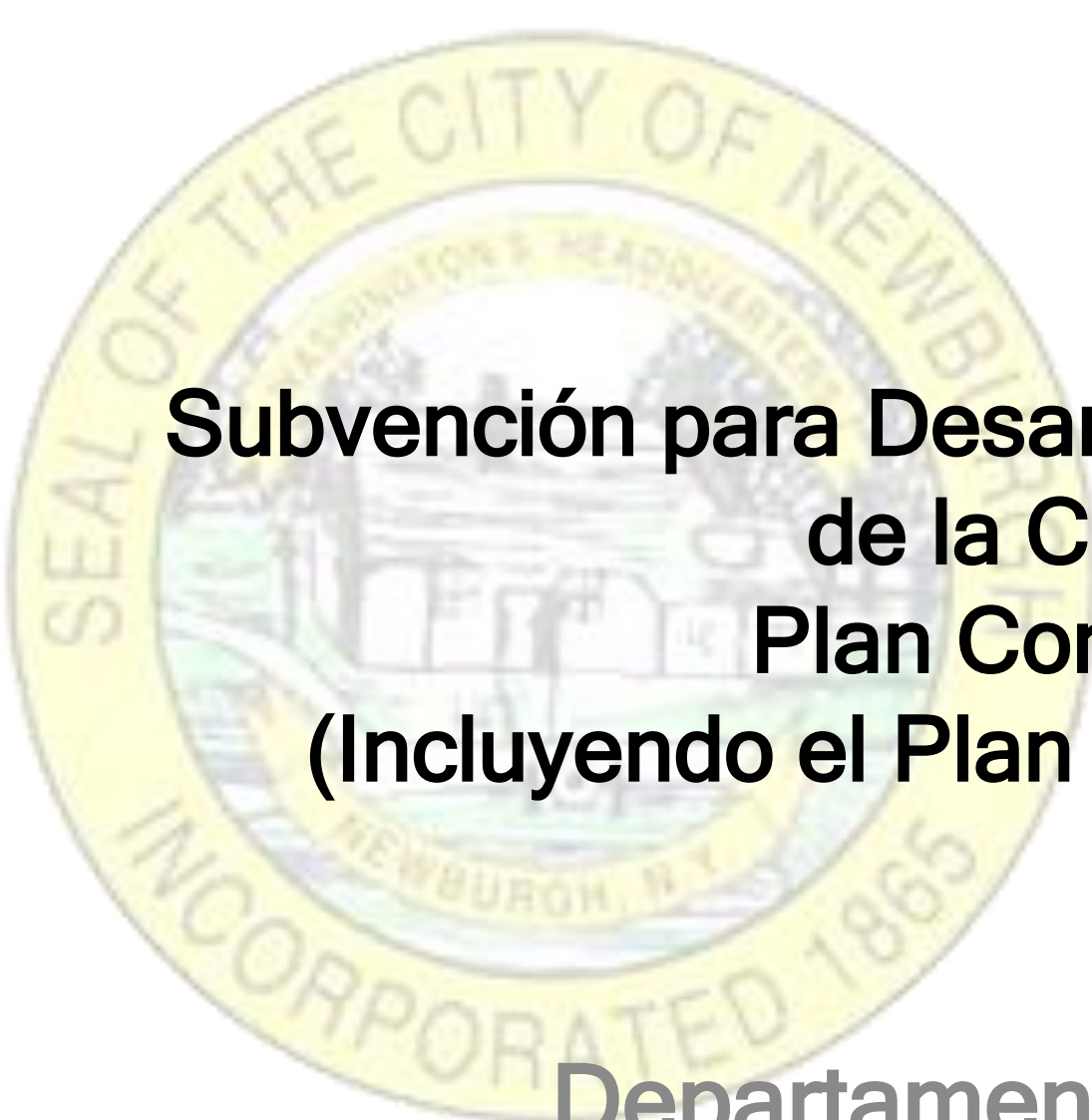
Summary

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

FY2020 CDBG AAP Timeline

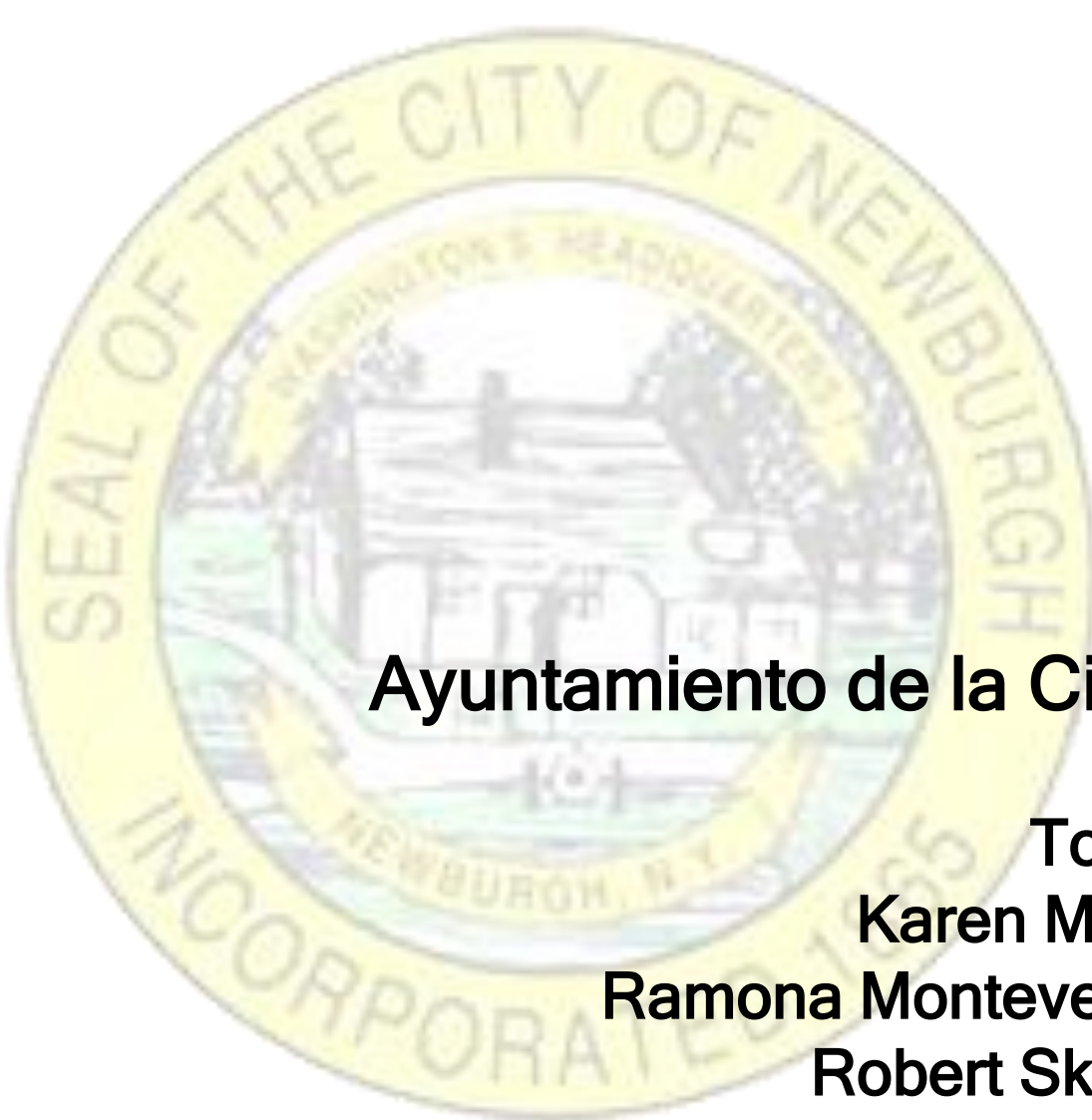


**FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROJECTS TIMELINE**

The seal of the City of Newburgh, New York, is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH, N.Y." in black. Inside this ring is a blue and white illustration of a cityscape with a large building, likely a government or historical structure. Below the illustration, the text "INCORPORATED 1865" is visible.

Subvención para Desarrollo de los Bloques de la Comunidad (“CDBG”) Plan Consolidado de 5-Años (Incluyendo el Plan de Acción Anual del Año Fiscal 2020)

**Departamento de Planificación
y Desarrollo
julio, 2019**

The seal of the City of Newburgh is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH" in black. Inside this is a blue ring with "INCORPORATED 1655" in white. The center features a detailed illustration of a cityscape with a large building, a river, and a bridge. Above the cityscape, the text "WASHINGTON'S HEADQUARTERS" is written in a semi-circle.

Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde

Karen Mejia, Distrito Electoral 1

Ramona Monteverde, Distrito Electoral 2

Robert Sklarz, Distrito Electoral 3

Patty Sofokles, Distrito Electoral 4

Hillary Rayford, En General

Anthony Grice, En General

Objetivos del Desarrollo Comunitario de la Ciudad de Newburgh

- Desarrollo Económico sin desplazamiento.
- Mejorar el alcance y comunicaciones con la comunidad.
- Apoyar un clima que valora la diversidad, recompensa la independencia, alimenta la creatividad y nos una a todos.

Una edificación comunitaria exitosa requiere el restablecimiento de la confianza, el cual toma tiempo, paciencia, participación y comunicación.



“CDBG”

Ilustración Inicial



- Subvención para Desarrollo de los Bloques de la Comunidad (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD)
- Asignados a los gobiernos locales y estatales sobre la base de una fórmula
- La ciudad de Newburgh está bajo el Consorcio del Condado de Orange (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown)
- La Ciudad de Newburgh está obligada a preparar y presentar un **Plan Consolidado** que establece metas para el uso de los fondos CDBG. El nuevo Plan Consolidado de la Ciudad de Newburgh: **AÑO FISCAL 2020-2024**
- Los proyectos DEBEN ser consistente con las prioridades nacionales de CDBG:
 - Actividades que benefician a personas de ingresos bajos y moderados;
 - La prevención o eliminación de suburbios o deterioro; o
 - Actividades de desarrollo comunitario para hacer frente a una amenaza urgente a la salud o la seguridad.



Ciudad de Newburgh CDBG

Plan Consolidado del Año Fiscal 2020-2024

El Plan Consolidado, o el "Plan Con" o "Plan Quinquenal", está diseñado para ayudar a los estados y jurisdicciones locales a evaluar sus necesidades de vivienda asequible y desarrollo comunitario y las condiciones del mercado, y para tomar decisiones de inversión basadas en datos y basadas en el lugar.



Ciudad de Newburgh CDBG Plan Consolidado del Año Fiscal 2020-2024

Los Objetivos del Plan Consolidado se identifican por las Necesidades Prioritarias en la Ciudad de Newburgh.



Ciudad de Newburgh CDBG

Plan Consolidado del Año Fiscal 2020-2024

Necesidades prioritarias identificadas por medio de (ejemplos):

- “Plan de Visión” Reuniones de la Comunidad
- “Plan de Visión” Encuesta de la Comunidad
- Comentarios de la Comunidad sobre los Planes de Acción Anuales anteriores de CDBG
- Siete (7) Reuniones de participación comunitaria
- Dos (2) Audiencias Publicas
- Dos (2) Periodos de Comentarios Públicos de 30-Dias



Ciudad de Newburgh CDBG

Plan Consolidado del Año Fiscal 2020-2024

Comentarios del Taller Publico #1de Plan de Vision de la Ciudad de Newburgh del 2018

"Lo que falta en la visión actual es" cómo "hacer estas cosas. No hay escasez de planes para Newburgh. La cuestión es la aplicación y la financiación" –



Ciudad de Newburgh CDBG Plan Consolidado del Año Fiscal 2020-2024

El "Cómo" hacer, o la implementación y financiación de estas cosas:

El Plan Consolidado del Año Fiscal 2020-2024 proporcionara a la Ciudad de Newburgh con cinco años de financiamiento para apoyar proyectos de necesidades prioritarias.



Ciudad de Newburgh Año Fiscal 2020-2024

Necesidades Prioritarias del Plan Consolidado:

- Mejoras de Infraestructura
- Desarrollo Económico
- Calidad de Vida
- Vivienda

Ciudad de Newburgh Año Fiscal 2020-2024

Metas del Plan Consolidado:

Necesidad prioritaria: Mejoras en la infraestructura
Ejemplos de Proyectos:

- “Calles completas” mejoras de acceso seguras (ej. Motos, Peatones, Motoristas)
- Protecciones para el agua potable
- Mejoras al Alcantarillado



Ciudad de Newburgh Año Fiscal 2020-2024

Plan Consolidado:

Necesidad prioritaria: Desarrollo Económico

Ejemplos de Proyectos:

- Letrero de negocio/Programa de fachada
- Asistencia para el Desarrollo Laboral



Ciudad de Newburgh Año Fiscal 2020-2024

Metas del Plan Consolidado:

Necesidad prioritaria: Mejoras en la Calidad de Vida

Ejemplo de Proyectos:

- Mejoras en los Parques
- Festival de Cine Infantil de Verano



Ciudad de Newburgh Año Fiscal 2020-2024

Metas del Plan Consolidado:

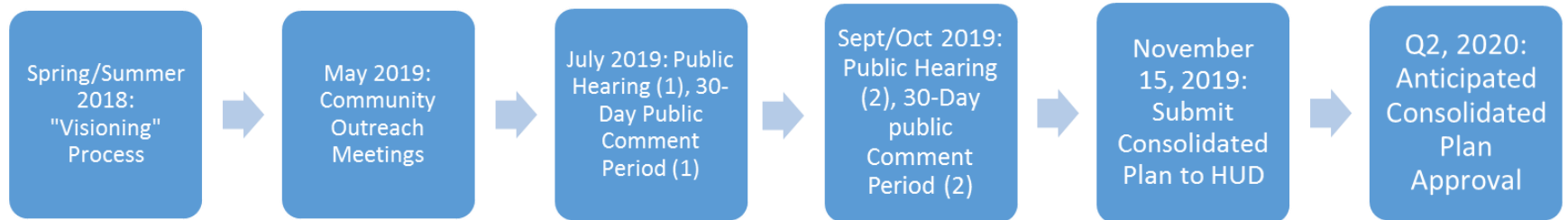
Necesidad Prioritaria: Vivienda

Ejemplo de Proyectos:

- Programa de Propiedades In Rem
- Programa de Asistencia al Propietario,
Coordinado a través de un Socio de Vivienda de
la Ciudad de Newburgh

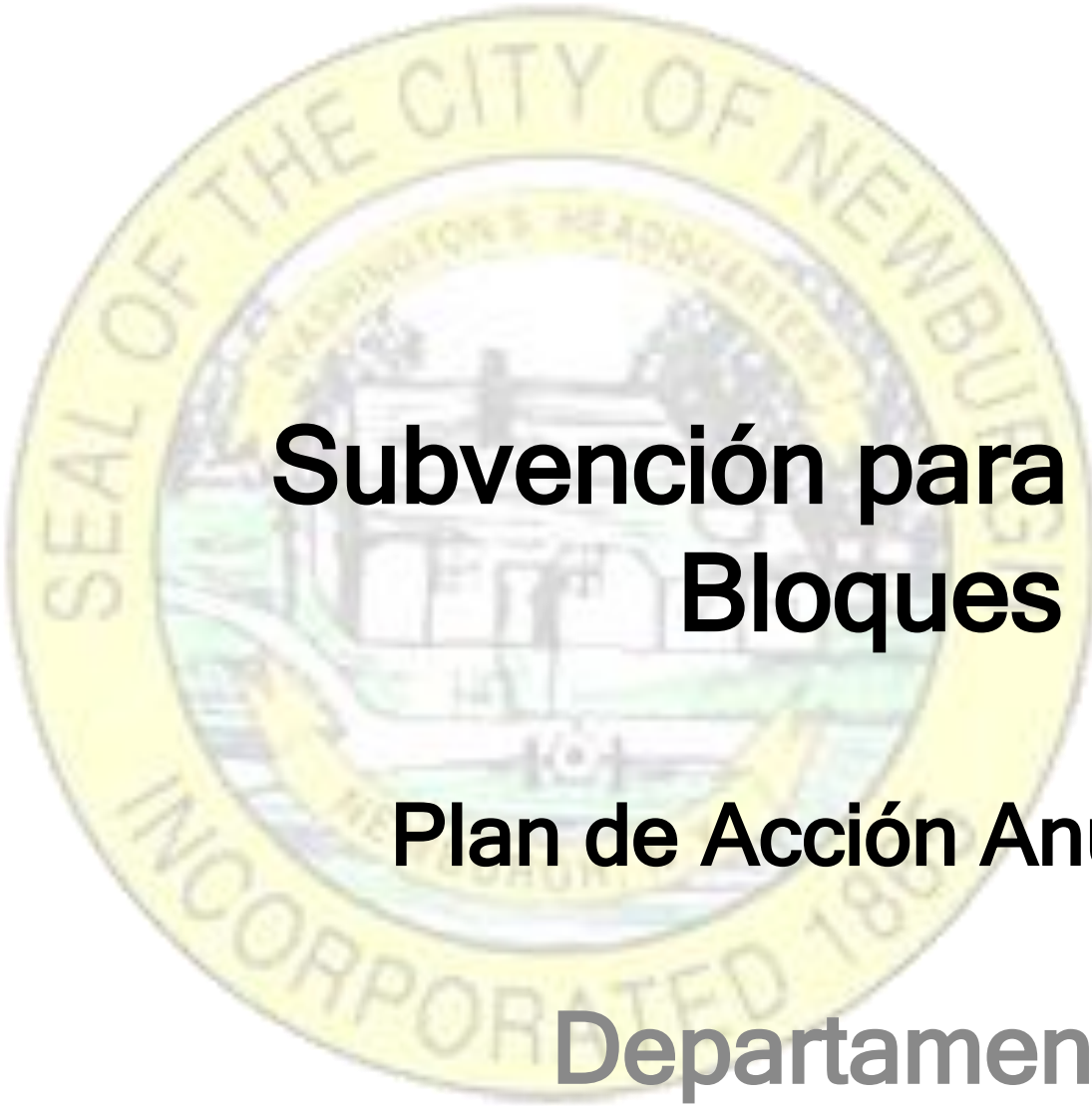
Ciudad de Newburgh Año Fiscal 2020-2024

Linea Cronologica del Plan Consolidado



FY2020-2024 Consolidated Plan Timeline



The seal of the City of Newburgh is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH" at the top and "INCORPORATED 1808" at the bottom. The inner circle features a landscape with a river, a bridge, and a building, with the text "WASHINGTON'S HEADQUARTERS" above the building.

Subvención para Desarrollo de los Bloques de la Comunidad ("CDBG")

Plan de Acción Anual Propuesto para el Año Fiscal 2020*

Departamento de Planificación y Desarrollo julio, 2019



*Aprobación del presupuesto federal pendiente

Ciudad de Newburgh Año Fiscal 2020

Plan de Accion Annual (AAP)

El Plan Consolidado se lleva a cabo a través de Planes de Acción Anuales, que proporcionan un resumen conciso de las acciones, actividades y los recursos federales y no federales específicos que se utilizarán cada año para abordar las necesidades prioritarias y metas específicas identificadas por el Plan Consolidado.



Proyectos/Financiamiento Propuestos para el Año Fiscal 2020 de CDBG

					% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Priority Need Addressed	Project Name	Proposed Activities	Project Funding			
Projects Funded through Entitlement Grant						
Housing	Housing	Salaries for 3 full-time employees, In Rem Property Supplies, In Rem Training,	\$220,000.00	26%	No Change	
		Homeowner Assistance Program	\$50,000.00	6%	No Change	
Infrastructure Improvements	Infrastructure Improvements	Complete Streets Project (ex. ADA Curb-Cut Upgrades)	\$225,000.00	32%	10%	
Economic Development	Economic Development	Funding to support business requiring workforce development training, Business Signage/Façade Improvements	\$25,000.00	10%	No Change	
Quality of Life Improvements	Park Improvements	Park Improvements, including playground equipment upgrades	\$175,000.00	14%	10%	
Quality of Life Improvements	Community Policing/Neighborhood	2020 Children's Summer Film Festival	\$20,000.00	2%	No Change	
Administration	Administration	Program Administration, Staff Salar and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00	10%	10%	
Proposed Total FY2020 Allocation			\$845,000.00			

Fondos de Emergencia

Si la cantidad de asignación anual actual excede la estimación propuesta, los presupuestos del proyecto aumentarán por:

Alojamiento	Sueldos para 3 empleados a tiempo completo, provisiones para propiedades En rem, Capacitación En Rem	\$220,000.00	26%
	Programa de asistencia para propietarios de viviendas	\$50,000.00	6%
Mejoras de infraestructura	Aceras, Mejoras de Fachadas de Negocios, Infraestructura	\$225,000.00	32%
Desarrollo economico	Financiación para apoyar a las empresas que requieren capacitación para el desarrollo de la fuerza laboral, Mejoras en la señalización comercial / fachada	\$25,000.00	10%
Mejoras del parque	Mejoras de Parques	\$175,000.00	14%
Policía comunitaria / Servicios vecinales	Festival de Cine Infantil de Verano 2020	\$20,000.00	2%
Administración	Administración del Programa, salario y beneficios del personal, costos de operación del programa (incluyendo correspondencia), capacitación/conferencia	\$130,000.00	10%

Fondos de Emergencia

Si la cantidad de asignación anual actual es menos que la estimación propuesta, los presupuestos del proyecto disminuirán por:

Alojamiento	Sueldos para 3 empleados a tiempo completo, provisiones para propiedades En rem, Capacitación En Rem	\$220,000.00	Ningún cambio
	Programa de asistencia para propietarios de viviendas	\$50,000.00	Ningún cambio
Mejoras de infraestructura	Aceras, Mejoras de Fachadas de Negocios, Infraestructura	\$225,000.00	10%
Desarrollo economico	Financiación para apoyar a las empresas que requieren capacitación para el desarrollo de la fuerza laboral, Mejoras en la señalización comercial / fachada	\$25,000.00	Ningún cambio
Mejoras del parque	Mejoras de Parques	\$175,000.00	10%
Policía comunitaria / Servicios vecinales	Festival de Cine Infantil de Verano 2020	\$20,000.00	Ningún cambio
Administración	Administración del Programa, salario y beneficios del personal, costos de operación del programa (incluyendo correspondencia), capacitación/conferencia	\$130,000.00	10%

Proyecto: Vivienda
Actividades: Proyecto de Propiedad In Rem
Asistencia a Propietario de Vivienda (\$50,000.00)

Resumen

- Financiación continua para el programa In Rem, incluyendo los salarios de 3 empleados a tiempo completo (2 empleados de DPW y el Especialista en Desarrollo Económico), suministros del programa de propiedades In Rem, tales como pintura, madera contrachapada, Capacitación In Rem.
- Financiación para apoyar el Programa de Asistencia Socios Propietarios de Vivienda de la Ciudad de Newburgh.



Aspectos destacados del programa de propiedades In Rem

- Compuesta por 2 empleados de tiempo completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planificación y Desarrollo dedicado al programa In Rem.
- Proporciona mantenimiento y seguridad de propiedades vacantes. Mantiene las propiedades habitables, vecindarios que se encuentran bien, mantiene/aumenta los valores de propiedad

La Ley de Vivienda y Desarrollo Comunitario de 1992 autoriza las actividades necesarias para realizar reparaciones y pagos esenciales de los gastos ecesarios para mantener la habitabilidad de las viviendas adquiridas mediante procedimientos de ejecución hipotecaria fiscal con el fin de abandono y deterioro de esas viviendas en barrios de ingresos bajos y moderados.

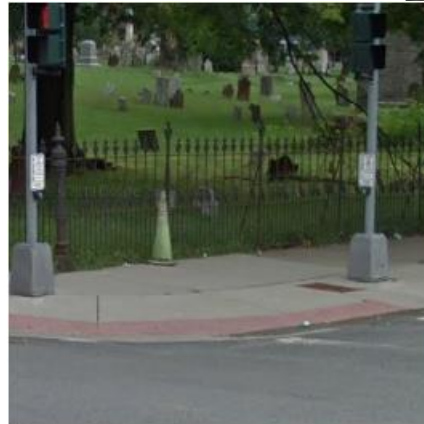


Proyecto: Mejoras de Infraestructura
Presupuesto: \$225,000.00

Resumen

Ejemplos de Proyectos Pueden Incluir:

- Actualizaciones de acceso seguro "Calles completas"
- Mejoras a la Acera

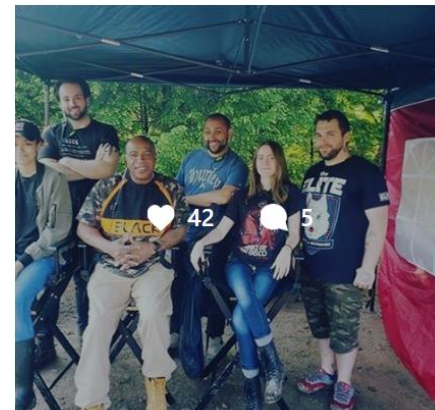


Proyecto: Desarrollo Economico
Presupuesto: \$25,000.00

Resumen

Ejemplos de Proyectos Pueden Incluir :

- Letreros de Negocios/Mejoras de Fachadas
- Financiación para apoyar la capacitación en el Desarrollo de la Fuerza Laboral Empresarial.



Proyecto: Mejoras de Parques
Presupuesto: \$175,000.00

Resumen

Ejemplos de Proyectos Pueden Incluir:

- Mejoras/mejoras en los equipos de juegos infantiles equipment improvements/upgrades
- Cercas



Proyectos: Vigilancia comunitaria/servicios de Vecindarios
Presupuesto: \$20,000.00

Resumen

Ejemplos de Proyectos Pueden Incluir

- Festival de Cine de Verano Infantil
2020



Proyecto: Administracion
Financiamiento de Proyecto: \$130,000.00



Resumen

Financiamiento para incluir sueldo y beneficios para el director de desarrollo comunitario, envios postales de negocios, suministros y administración de programas/capacitación/Conferencia.

Tiempo Cronologico del Año Fiscal 2020 del CDBG y AAP



Subvención para Desarrollo de los Bloques de la Comunidad (CDBG) del Año Fiscal 2020 CRONOLOGIA DE PROYECTOS

City of Newburgh

Department of Planning and Development

Community Development Block Grant Program

CDBG

Citizen Participation Plan



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SECTION 1 INTRODUCTION

The City of Newburgh has designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in the Community Development Block Grant (“CDBG”) program. This Plan is an essential element of the City of Newburgh’s present and future community development process and has been developed to comply with the regulations and requirements of the CDBG program as administered by the United States Department of Housing and Urban Development (“HUD”). This Plan supersedes all other Citizen Participation Plans which may have been adopted by the City of Newburgh.

The primary goal of this Citizen Participation Plan is to provide all citizens of the City of Newburgh with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the City of Newburgh’s CDBG program. The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

Citizens are encouraged to participate in all phases of the CDBG program and will be provided full access to program information. However, final responsibility and authority for the development and implementation of CDBG program will lie with the City of Newburgh.

The Citizen Participation Plan, available in English and Spanish, will be posted on the City of Newburgh website, with limited paper copies available, upon request.

SECTION 2 SCOPE OF PARTICIPATION

The City of Newburgh will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation and assessment of the CDBG program undertaken by the City of Newburgh. Local officials will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

- Identification and assessment of housing and community development needs; and determination of CDBG project(s).
- Changes and/or amendments to approved CDBG projects; and,
- Assessment of CDBG program performance.

All phases of the community development process will be conducted by local officials in an open manner. Citizens of the City of Newburgh are encouraged to participate at all levels and will be given access to program information during each phase of any CDBG program as outlined herein.

2.1 Availability of Materials

The Consolidated Plan (proposed and final), Annual Action Plan, Substantial Amendments and the Consolidated Annual Performance and Evaluation Report (CAPER) will be made available on the City of Newburgh website, as well as in the Newburgh Free Library, the City of Newburgh Clerk's Office and the City of Newburgh Department of Planning and Development. A limited amount of paper copies will be made available, with reasonable notice. Materials will be made available to persons with disabilities, upon request.

2.2 Citizen Participation

All citizens of the City of Newburgh, especially those of low and moderate income, are encouraged to participate in the CDBG program process. 73% of City of Newburgh residents are considered Low and Moderate Income Persons (2011-2015 American Community Survey [ACS]), with poverty concentrated mostly in the East End.

Meeting and document review notices will be placed in the four (4) local newspapers:

- Orange County Post
- Hudson Valley Press
- Mid Hudson Times
- Times Herald Record

As approximately 50% of the residents in the City of Newburgh are Spanish speaking, meeting and document review notices will be available in Spanish, as well as English. Meeting and document review notices will include a request to notify the City of Newburgh if translation services are required. In addition, the City of Newburgh works with many of the local social service organizations to assess whether additional communication channels may be needed to reach City of Newburgh residents.

Spanish translation service for public meetings can be made available, with reasonable notice.

Upon request, the City of Newburgh will provide the Citizen Participation Plan in a format accessible to persons with disabilities.

Local and regional social service agencies and community services as well as faith-based organizations are provided with notice of CDBG meetings and document review.

The local Public Housing Authority (PHA), the Newburgh Housing Authority (NHA) is provided with notice of CDBG meetings and document review. The City of Newburgh makes the NHA aware of this information, so the NHA can include in their required PHA Plans.

SECTION 3 CITIZEN PARTICIPATION CONTACT

The Director of Community Development will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the Director of Community Development, with respect to citizen participation shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and, monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

The Director of Community Development may be contacted at:

City of Newburgh
Department of Planning and Development
83 Broadway
Newburgh, NY 12550
(845) 569-9400
(Office located at 123 Grand St. Newburgh, NY 12550)

All questions concerning citizen participation in the community development process, as well as complaints related to the Consolidated Plan, amendments and the CAPER, should be addressed to the Director of Community Development. A response will be provided within 15 business days, where practicable.

SECTION 4 TECHNICAL ASSISTANCE

The staff of the City of Newburgh shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, as may be required to adequately provide for citizen participation in the planning, implementation and assessment of the CDBG program.

Such technical assistance is intended to increase citizen participation in the community development decision making process and to ensure that such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of CDBG program requirements.

Technical assistance shall be provided on request and may include, but not necessarily be limited to: interpreting the CDBG program and its rules, regulations, procedures and/or requirements; providing

information and/or materials concerning the CDBG program; and, assisting low and moderate income citizens, and residents of blighted neighborhoods to develop statements of views, identify their needs, and to develop activities and proposals for projects which, when implemented, will resolve those needs.

Technical assistance requests may be obtained by contacting the Director of Community Development of the City of Newburgh.

SECTION 5 PUBLIC HEARINGS

Citizen participation in the City of Newburgh community development process will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low and moderate income persons and residents of areas where CDBG activities are proposed or on-going. Public Hearings may address housing and community needs, as well as proposed activities and review of program year performance. At least two public hearings per year will be conducted.

Public hearings will be held during all phases of the community development process, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG programs. Local officials will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific CDBG project to the governing body at any regularly scheduled meeting.

5.1 Public Hearing Times and Locations

All public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and CDBG project areas.

Public hearings will be scheduled for convenient times as determined by the City of Newburgh. Public hearings may be held at any site which, in the opinion of the City of Newburgh, provides adequate access for citizen participation.

Hearings will normally be held at the City of Newburgh City Hall. This site is centrally located and generally accessible to all citizens. This building is also accessible to persons with disabilities. Hearings may, however, at the option of the City of Newburgh, be held at an alternate location to be specified in the public hearing notice(s).

5.2 Application Public Hearing

At least one public hearing shall be held during any CDBG program fiscal year prior to the submission of an application to HUD for CDBG assistance. The primary purposes of the public hearing shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed

by the CDBG program; and also to present for public comment and review the program activities which have been selected by the City of Newburgh to resolve the identified needs.

5.3 Amendment Public Hearings

The City of Newburgh will assure the opportunity for citizen participation during the implementation of the CDBG program when changes to the project are under consideration by the City of Newburgh. Citizen participation shall be obtained and considered in any amendments to a CDBG program which involves changes in dollar amount spent on any activity, changes in program beneficiaries, changes in the location of approved activities, addition to or deletion of project activities, and major budget shifts between approved activities.

To ensure adequate opportunity for citizen participation during CDBG programs, the City of Newburgh shall hold a public hearing on all formal amendments which require HUD approval. For substantial amendments (as defined by HUD) and changes for which HUD approval is not required, input from citizens concerning changes or amendments will be received at regularly scheduled CDBG Advisory Committee meetings where such changes or amendments are considered.

5.4 Assessment of Performance Public Hearings

Citizens of the City of Newburgh will be provided with the opportunity to comment on the performance of local elected officials, the Community Development staff, consultants, engineers, and contractors, and the actual use of CDBG funds during the implementation of a CDBG program. Citizens will also be requested to assess the performance of the City of Newburgh in resolving identified community development and housing needs, and in achieving its community development goals and objectives. On-going community assessment of the effectiveness of the community development process is considered essential to the success of the CDBG program.

5.5 Additional Hearings

Other public hearings may be held as deemed necessary by the City of Newburgh in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings shall comply with the requirements set forth in this Plan.

A public hearing will be held before the Consolidated Plan is published for comment.

5.6 Limited English Proficiency Residents

The City of Newburgh has followed the guidance provided in HUD's Language Access Plan to determine the need to undertake reasonable actions to facilitate the participation of persons with Limited English Proficiency. Local officials will undertake all reasonable actions necessary to allow such persons to participate in the community development process. Such actions may include the provision of an

interpreter and/or the provision of materials in the appropriate language or format for persons with Limited English Proficiency.

5.7 Public Hearing Notice

Notice of public hearings will be published in the four (4) local newspapers at least seven (7) days prior to the hearing date. The City of Newburgh may waive hearing notice requirements in cases where unusual circumstances justify alternative means of notifying the general public. In such situations, shorter notice may be given, and public notices posted in public places may be used in place of a notice published in the newspaper. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed. Notices for public hearings may be run or posted, separately or together, as may be deemed necessary by the City Manager of the City of Newburgh.

5.8 Accessibility to Low and Moderate Income Persons

The public hearing procedures outlined herein are designed to promote participation by low and moderate income citizens, as well as residents of blighted neighborhoods and CDBG project areas in any public hearing(s). Local officials may take additional steps to further promote participation by such groups, or to target program information to these persons should officials feel that such persons may otherwise be excluded or should additional action be deemed necessary. Activities to promote additional participation may include: posting of notices in blighted neighborhoods and in places frequented by low and moderate income persons, and holding public hearings in low and moderate income neighborhoods or areas of existing or proposed CDBG project activities.

5.9 Accessibility to Persons with Disabilities

The locations of all public hearings as described herein shall be made accessible to persons with disabilities. The City of Newburgh shall provide a sign language interpreter whenever the Director of Community Development is notified in advance that one or more deaf persons will be in attendance. The City of Newburgh shall provide a qualified reader whenever the Director of Community Development is notified in advance that one or more visually impaired persons will be in attendance. Additionally, the City of Newburgh shall provide reasonable accommodations whenever the Director of Community Development is notified in advance that one or more persons with mobility or developmental disabilities will be in attendance.

SECTION 6 PROGRAM INFORMATION

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. Local officials of the City of Newburgh shall make reasonable effort to assure that CDBG program information is available to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or CDBG project areas.

To facilitate citizen access to CDBG program information, the Director of Community Development will keep all documents related to a CDBG program on file in the City of Newburgh. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. CDBG program information and materials, concerning specific CDBG projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this Plan.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearing; mailings and promotional materials; prior CDBG program applications; letters of approval; grant agreements; the environmental review record; financial and procurement records; project design and construction specifications; labor standards materials; performance and evaluation reports; other reports required by HUD; proposed and approved CDBG program application(s) for the current year or project; written comments or complaints received concerning the community development program, and written responses from the City of Newburgh; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

In no case shall the City of Newburgh disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the City of Newburgh shall not disclose any information which may, in the opinion of the City Manager, be deemed of a confidential nature.

SECTION 7 PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to submit their views and proposals on all aspects of a community development program at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments to the City of Newburgh.

Any citizen or citizen's group desiring to comment or object to any phase of the planning, development or approval of the application for CDBG funds, or to the implementation of any CDBG program, should submit such comments or objections in writing to the Director of Community Development. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by Director of Community Development, then the aggrieved may appeal his/her case to the City of Newburgh.

Local elected officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where practicable. Should the City of Newburgh be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to HUD.

Citizens may, at any time, contact HUD directly to register comments, objections or complaints concerning the City of Newburgh's CDBG program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting HUD.

All comments or complaints submitted to HUD shall be addressed in writing to:

U.S. Department of Housing and Urban Development
Attn: Community Planning and Development Division
26 Federal Plaza
New York, New York, 10278

Records of all comments, objections and/or complaints by citizens concerning the City of Newburgh's CDBG program and subsequent action taken in response to those comments shall be maintained on file at the City of Newburgh and shall be made available for public inspection upon request.

SECTION 8 AMENDMENTS

8.1 Amendments to the Citizen Participation Plan

The City of Newburgh may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan. It shall be the policy of the City of Newburgh to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of the City of Newburgh. To this end, the effectiveness of the Plan will be discussed at public hearings held in conjunction with the community development program as discussed herein, and potential amendments to the Plan will be reviewed at this time.

Amendments to the Citizen Participation Plan will be made as necessary. All amendments shall be approved by resolution of the City of Newburgh and shall be incorporated into this Plan.

8.2 Amendments to the CDBG Consolidated Plan

The City of Newburgh will solicit and provide for citizen participation in all instances where a substantial amendment to the Consolidated Plan is necessary.

The following changes define a substantial amendment:

- Substantial changes in the CDBG plan that directly affects the City of Newburgh Consolidated Plan. For the Annual Action Plan, a substantial change would constitute a change of more than 25 % of the total grant award funding the activity.

- To carry out an activity, using funds from any program covered by the Consolidated Plan (including program income) not previously identified in the Plan.
- To change the purpose, scope, location, and beneficiaries from one eligible activity to another by more than 25% of the total funds previously authorized.

Changes that are not considered substantial amendments:

- Changes to the CDBG budget for a project by an amount that is less than 25%;
- Consolidated Plan data updates: Consolidated Plan data updates such as census data, income limits, and fair market rents, HOME high and low market rents, Home subsidy limits, and similar types of data shall not be considered a substantial amendment;
- Minor change in project location: A minor change in location on a specific property is not considered a substantial change as long as the purpose, scope, and intended beneficiaries remain essentially the same;
- Project Budget Line Item change: The transfer of some (but not all) funds within a project from one approved budget line item to another approved budget line.

SECTION 9 ADDITIONAL INFORMATION - DEVELOPMENT OF THE CONSOLIDATED PLAN

Before the City of Newburgh adopts a Consolidated Plan, the City of Newburgh will make available to citizens, public agencies, and other interested parties information that includes:

- The amount of assistance the City of Newburgh expects to receive (including grant funds and program income);
- The range of activities that may be undertaken;
- The estimated amount of funding that will benefit persons of low- and moderate-income;
- The City of Newburgh's plans to minimize displacement of persons and to assist any persons displaced, specifying the types and levels of assistance the City of Newburgh will make available (or require others to make available) to persons displaced, even if the City of Newburgh expects no displacement to occur;
- When and how the City of Newburgh will make this information available.

A summary of the proposed Consolidated Plan will be published in the four (4) local newspapers:

- Orange County Post
- Hudson Valley Press
- Mid Hudson Times
- Times Herald Record

The summary shall include:

- A description of the contents and purpose of the Consolidated Plan; and

- A list of the locations where copies of the entire proposed Consolidated Plan may be examined.

The City of Newburgh will provide a reasonable number of free copies of the Consolidated Plan to residents of the City of Newburgh and groups who request a copy.

As noted in Section 5.5, at least one public hearing during the development of the Consolidated Plan will be held.

The City of Newburgh will consider any comments and views of City of Newburgh residents received in writing or presented orally at the public hearing(s) in preparing the final Consolidated Plan.

SECTION 10 AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the City of Newburgh in the development, implementation and execution of the Community Development Block Grant program.

Ciudad de Newburgh
Departamento de Planeamiento y Desarrollo
Programa de Subvención en Bloque para el Desarrollo de la Comunidad

CDBG

Plan de participación ciudadana



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SECCIÓN 1 INTRODUCCIÓN

La Ciudad de Newburgh ha designado este amplio-y-comunitario Plan de Participación Ciudadana para alentar y posibilitar la participación de los ciudadanos en el programa de Subvención en Bloque para el Desarrollo de la Comunidad (llamado en adelante **CDBG** por sus siglas en inglés).

Este plan es un elemento esencial para el proceso de desarrollo comunitario presente y futuro de la Ciudad de Newburgh; y ha sido desarrollado para cumplir con las normas y requerimientos del programa CDGB, según es administrado por el Departamento de Desarrollo Urbano y Vivienda de Estados Unidos (HUD por sus siglas en inglés). Este Plan sustituye a todos los otros Planes de Participación Ciudadana que pudieran haber sido adoptados por la Ciudad de Newburg.

La meta primordial de este Plan de Participación Ciudadana es proveer la oportunidad de participar a todos los ciudadanos de la Ciudad de Newburgh, de manera que cumplan un papel de asesoría y consulta en el planeamiento, implementación y evaluación del programa CDGB de la Ciudad de Newburg.

El Plan enuncia políticas y procedimientos para la participación de los ciudadanos, que están diseñados para maximizar las oportunidades de participación ciudadana en el proceso de desarrollo de la comunidad. Se ha puesto un énfasis especial en alentar la participación de personas de ingresos moderados o bajos, residentes de barrios deteriorados, y residentes de áreas donde se utilizan fondos de desarrollo comunitario.

Se alienta a todos los ciudadanos a participar en todas las fases del programa CDBG y se proveerá un acceso completo a la información. Sin embargo, la última responsabilidad y autoridad para el desarrollo y la implementación del programa CDBG corresponderá a la Ciudad de Newburgh.

El Plan de Participación Ciudadana, disponible en inglés y español, será publicado en el sitio web de la Ciudad de Newburgh; y habrá una limitada cantidad de copias disponibles a petición de los interesados.

SECCIÓN 2 ALCANCE DE LA PARTICIPACIÓN

La Ciudad de Newburgh hará todos los esfuerzos razonables para apoyar la participación ciudadana durante el proceso de desarrollo comunitario y a través del planeamiento, implementación y evaluación del programa CDBG llevado a cabo por la Ciudad de Newburgh.

Los funcionarios locales harán todo lo posible para involucrar a los ciudadanos en todas las fases del desarrollo, implementación y evaluación de los programas de desarrollo comunitario incluidas, pero sin limitarse a ellas, las siguientes fases:

- Identificación y evaluación de las necesidades de desarrollo comunitario y de vivienda; y la determinación de los proyectos de CDBG;
- Cambios y/o enmiendas a proyectos CDBG ya aprobados;
- Evaluación del desempeño del programa CDBG.

Todas las fases del proceso de desarrollo comunitario serán llevadas a cabo por funcionarios locales de manera abierta. Se alienta a los ciudadanos de la Ciudad de Newburgh a participar en todos los niveles y se les dará acceso a la información del programa durante cada fase de cualquier programa CDBG como se describe en la presente.

2.1 Disponibilidad de los materiales

El Plan General (propuesto y final), el Plan de Acción Anual, las Enmiendas Sustanciales y el Informe General del Desempeño Anual y Evaluación (CAPER por sus siglas en inglés) estarán disponibles en el sitio web de la Ciudad de Newburgh, así como en la Biblioteca Newburgh Free, la Secretaría (Clerk's Office) de la Ciudad de Newburgh y el Departamento de Desarrollo y Planeamiento de la Ciudad de Newburgh. Estarán disponibles una limitada cantidad de copias de papel, con un preaviso razonable. Los materiales estarán a disposición de las personas con discapacidades, a petición de los interesados.

2.2 Participación ciudadana

Se alienta a participar en el proceso del programa CDBG a todos los ciudadanos de la Ciudad de Newburgh, especialmente aquellos de bajos o moderados ingresos. El 73% de los residentes de la Ciudad de Newburgh están considerados como Personas de Bajos y Moderados Ingresos; la pobreza se concentra mayormente en el East End (según un estudio de 2011-2015 del American Community Survey, ACS por sus siglas en inglés).

Las notificaciones de reuniones y análisis de documentos se publicarán en cuatro (4) periódicos locales:

- Orange County Post
- Hudson Valley Press
- Mid Hudson Times
- Times Herald Record

Las notificaciones de reuniones y análisis de documentos se publicarán en una publicación local en español:

- La Voz (ya sea en su publicación mensual o, en el caso de una noticia urgente, en el sitio web de la revista: lavoiz.bard.edu).

Dado que aproximadamente un 50% de los residentes de la Ciudad de Newburgh hablan español, las notificaciones de reuniones y análisis de documentos estarán disponibles tanto en español como en inglés. Las notificaciones de reuniones y análisis de documentos incluirán el pedido de notificación a la Ciudad de Newburgh cuando el ciudadano requiera servicios de traducción. Además, la Ciudad de Newburgh trabaja con muchas organizaciones locales de servicios sociales para evaluar si se necesitan canales adicionales de comunicación para alcanzar a los residentes de la Ciudad de Newburgh.

Para las reuniones públicas se dispondrá de servicios de intérprete de español.

La Ciudad de Newburgh proveerá el Plan de Participación Ciudadana en un formato accesible para las personas con discapacidad, a pedido de los interesados.

Se proveerán las notificaciones de reuniones de CDBG y análisis de documentos a las agencias de servicios sociales y comunitarios, y a las organizaciones de carácter religioso tanto locales como regionales.

Se proveerán las notificaciones de las reuniones de CDBG y los análisis de los documentos a los siguientes organismos: Autoridad de Vivienda Pública local (PHA por sus siglas en inglés), la Autoridad de Vivienda de Newburgh (NHA por sus siglas en inglés). La Ciudad de Newburgh avisará al NHA de esta información, de manera que la NHA podrá incluirla en los requeridos Planes de PHA.

SECCIÓN 3 CONTACTOS PARA LA PARTICIPACIÓN DE LOS CIUDADANOS

El director de Desarrollo de la Comunidad servirá de contacto personal para todos los asuntos concernientes a las actividades de participación de los ciudadanos. Esta persona será la responsable de controlar la participación ciudadana a través del proceso de desarrollo de la comunidad y también de la implementación de toda participación ciudadana, actividades y funciones, excepto de aquellas que fueran delegadas específicamente a otras partes vinculadas a este Plan.

Los deberes específicos y las responsabilidades del director de Desarrollo de la Comunidad, referidas a la participación ciudadana, deben incluir, aunque no se limiten a ellas: difundir la información concerniente a los proyectos propuestos y el estatus de las actividades vigentes; coordinar varios grupos que pudieran estar participando en el proceso de desarrollo de la comunidad; recibir los comentarios escritos; servir como el vehículo para que esas ideas, comentarios y propuestas de los residentes locales puedan ser transmitidas a los funcionarios locales y/o al personal del programa; y monotorizar el proceso de participación ciudadana y proponer enmiendas, tales como, enmiendas al Plan de Participación Ciudadana si fuera necesario.

El director de Desarrollo de la Comunidad puede ser contactado en los teléfonos y direcciones siguientes:

City of Newburgh
Departamento de Desarrollo y Planeamiento
(Department of Planning and Development)
83 Broadway
Newburgh, NY 12550
(845) 569-9400
Oficina ubicada en: 123 Grand St. Newburgh, NY 12550

Todas las cuestiones concernientes a la participación ciudadana en el proceso de desarrollo comunitario, así como, las quejas relacionadas con el Plan General, enmiendas y el CAPER, deben dirigirse al director de Desarrollo de la Comunidad. Se dará una respuesta dentro de los 15 días hábiles, cuando fuera posible.

SECCIÓN 4 ASISTENCIA TÉCNICA

El personal de la Ciudad de Newburgh debe proveer asistencia técnica, tanto a los ciudadanos individuales como a los grupos de ciudadanos, especialmente a aquellos grupos que representen a personas de ingresos bajos o moderados; lo que tal vez se requiera para proveer una adecuada participación ciudadana en el planeamiento y evaluación del programa CDBG.

La intención de prestar esta asistencia técnica es incrementar la participación ciudadana en el proceso de toma de decisiones para el desarrollo de la comunidad. La asistencia técnica puede ser utilizada para fomentar la comprensión pública de los requerimientos del programa CDBG. Se dará asistencia técnica a pedido del interesado; y la asistencia puede incluir, pero no limitarse a lo siguiente: Interpretación de

las normas, regulaciones, procedimientos y/o requerimientos del programa CDBG; provisión de información y/o materiales concernientes al programa CDBG.

Asistencia a los ciudadanos de bajos o moderados ingresos, y de los residentes de barrios decadentes, para que desarrollen declaraciones de sus puntos de vista y opiniones, identificación de necesidades y desarrollo de actividades, y propuestas de proyectos que, al ser implementados, resolverán esas necesidades.

La solicitud de asistencia técnica puede obtenerse contactando al director de Desarrollo de la Comunidad de la Ciudad de Newburgh.

SECCIÓN 5 AUDIENCIAS PÚBLICAS

La participación ciudadana en el proceso de desarrollo comunitario de la Ciudad de Newburgh se conducirá sobre una amplia base comunitaria e involucrará activamente las opiniones y propuestas de todos los ciudadanos, especialmente de aquellas personas de bajos o moderados ingresos y a los residentes de áreas en donde las actividades de CDBG se hayan propuesto o se estén llevando a cabo. Las Audiencias Públicas abordarán las necesidades comunitarias y de vivienda, así como las actividades propuestas y evaluarán el desempeño del programa anual. Se conducirán, al menos, dos Audiencias Públicas por año.

Las Audiencias Públicas se realizarán durante todas las fases del proceso de desarrollo comunitario, como se han descrito en el presente escrito; para permitir que los ciudadanos expresen sus opiniones y ofrezcan propuestas concernientes al desarrollo y desempeño de los programas CDBG. Los funcionarios locales responderán a las preguntas y propuestas de los ciudadanos en cada audiencia pública. Cualquier pregunta, relacionada con el programa, que los ciudadanos pudieran hacer será respondida y sus comentarios, sugerencias y/o propuestas serán bien recibidos. Los ciudadanos pueden también expresar al cuerpo administrativo sus comentarios y puntos de vista concernientes al proceso de desarrollo comunitario o a cualquier proyecto específico CDGB durante cualquiera de las reuniones programadas.

5.1 Horarios y locaciones de las Audiencias Públicas

Todas las audiencias públicas se llevarán a cabo en horarios y lugares accesibles para todos los ciudadanos, especialmente para aquellos de bajos y moderados ingresos, y para los residentes de barrios decaídos y áreas del proyecto CDBG.

El horario de las audiencias públicas se establecerá según la conveniencia determinada por la Ciudad de Newburgh. Las audiencias públicas pueden llevarse a cabo en cualquier sitio que, según opinión de la Ciudad de Newburgh, provea el acceso adecuado a la participación ciudadana.

Las audiencias se llevarán a cabo, normalmente, en el Ayuntamiento de la Ciudad de Newburgh (City of Newburgh City Hall). Este sitio está en una locación céntrica, generalmente accesible a todos los ciudadanos. Este edificio es accesible a las personas con discapacidades. Las audiencias, pueden, sin embargo, llevarse a cabo en una locación alternativa a elección de la Ciudad de Newburgh, el lugar se especificará en la notificación o notificaciones de las audiencias públicas.

5.2 Solicitud de Audiencia Pública

Durante un año fiscal del programa CDBG, debe llevarse a cabo, por lo menos, una audiencia pública con anterioridad a la solicitud de asistencia CDBG a HUD. El propósito principal de la audiencia pública debe ser evaluar las necesidades y problemas de la comunidad, en un esfuerzo para determinar las necesidades más críticas a las que el programa CDBG debe responder; y también para presentar los comentarios y análisis públicos de las actividades del programa que hayan sido seleccionadas por la Ciudad de Newburgh para resolver las necesidades identificadas.

5.3 Audiencias públicas para tratar enmiendas

La Ciudad de Newburgh asegurará la oportunidad para la participación ciudadana durante la implementación del programa CDBG, cuando la Ciudad de Newburgh esté considerando cambios al proyecto. La participación ciudadana debe ser considerada y obtenerse en cualquier enmienda al programa CDBG que involucre cambios en el monto de dólares a gastar en cualquier actividad, cambios relacionados con los beneficiarios del programa, cambios en la locación de actividades aprobadas, adición o cancelación de actividades del proyecto, y traslados mayores de presupuesto entre actividades aprobadas.

Para asegurar la adecuada participación ciudadana durante los programas CDBG, la Ciudad de Newburgh deberá realizar audiencias públicas sobre todas las enmiendas formales que requieran ser aprobadas por HUD. Para hacer enmiendas sustanciales (como están definidas por HUD) y cambios por los que no se requiere la aprobación de HUD,—concernientes a cambios o enmiendas— la aportación de los ciudadanos será recibida en las audiencias regulares programadas por el Comité Consultivo de CDBG donde se consideran los ya mencionados cambios o enmiendas.

5.4 Audiencias públicas para evaluar el desempeño.

A los ciudadanos de la Ciudad de Newburgh se les dará la oportunidad de comentar sobre el desempeño de los funcionarios electos y locales, el personal de Desarrollo de la Comunidad, consultores, ingenieros y contratistas; así como del verdadero uso que de los fondos hace CDBG durante el programa CDBG. A los ciudadanos se les requerirá que evalúen el desempeño de la Ciudad de Newburgh en cuanto la identificación de las necesidades de desarrollo y vivienda, y en cuanto el logro de las metas y objetivos del desarrollo de la comunidad. Para lograr el éxito del programa CDBG, se considera esencial la continua evaluación que haga la comunidad sobre la efectividad del proceso de desarrollo comunitario.

5.5 Audiencias adicionales

Para informar a los ciudadanos de la comunidad acerca del desarrollo de proyecto(s) y actividades, y para solicitar la opinión y comentarios de los ciudadanos, pudieran llevarse a cabo otras audiencias públicas según la Ciudad de Newburgh las considere necesarias.

Una audiencia pública, para hacer comentarios, se realizará antes de que se publique el Plan General.

5.6 Los residentes y su dominio limitado del lenguaje inglés

La Ciudad de Newburgh ha seguido la orientación provista por el Plan de Acceso al Lenguaje de HUD para determinar la necesidad de realizar acciones razonables que faciliten la participación de personas con Dominio Limitado del Inglés. Los funcionarios locales realizarán todas las acciones razonables necesarias para permitir que las dichas personas participen en el proceso de desarrollo de la comunidad. Estas acciones pudieran incluir la provisión de intérpretes y/o la provisión de materiales traducidos al lenguaje apropiado o en el formato adecuado a las personas con Dominio Limitado del Inglés.

5.7 Notificación de Audiencia Pública

Las notificaciones de las audiencias públicas se publicarán en cuatro (4) periódicos locales y en la publicación en español (o sitio web) por lo menos con siete (7) días de anticipación a la audiencia pública.

La Ciudad de Newburgh pudiera eximir del requerimiento de notificación de audiencia en caso de que circunstancias inusuales justificaran hacer la notificación al público en general por otros medios. En esas situaciones, se podría notificar con poca anticipación fijando carteles públicos en lugares públicos en lugar de publicar la noticia en un periódico.

Cada notificación de audiencia debe incluir la hora, fecha, lugar, y temas y procedimientos que se discutirán en ella. Las notificaciones de audiencias públicas pueden ser publicadas juntas o por separado, según determine su necesidad el mánager de la Ciudad de Newburgh.

5.8 Accesibilidad para las personas de ingresos bajos y moderados.

Los procedimientos para llevar a cabo las audiencias públicas descritas en el presente escrito han sido designadas para promover la participación, en las audiencias públicas, de ciudadanos de bajos y moderados ingresos, así como para los residentes de barrios decadentes y áreas del proyecto CDBG. Las actividades para promover la participación adicional pudieran incluir: fijar carteles o notificaciones en barrios decadentes y lugares frecuentados por personas de bajos o moderados ingresos; y llevar a cabo audiencias públicas en barrios de bajos o moderados recursos o en áreas donde ya existen o se propongan actividades CDBG.

5.9 Accesibilidad para las personas con discapacidades

Las locaciones de todas las audiencias públicas descritas en este escrito deben ser accesibles a las personas con discapacidades. La Ciudad de Newburgh debe proveer un intérprete de lenguaje de señas cuando el director de Desarrollo de la Comunidad sea notificado, con anticipación, de que asistirán a la sesión una o más personas con discapacidad auditiva.

La Ciudad de Newburgh debe proveer un lector calificado cuando el director de Desarrollo de la Comunidad sea notificado con anticipación, de que asistirán a la audiencia una o más personas ciegas. Adicionalmente, la Ciudad de Newburgh debe proveer acomodaciones razonables cuando el director de Desarrollo de la Comunidad sea notificado con anticipación, de que asistirán a la sesión una o más personas con discapacidades de movilidad o desarrollo.

SECCIÓN 6 INFORMACIÓN DEL PROGRAMA

Se proveerá a los ciudadanos el completo acceso a la información del programa CDBG durante todas las fases del proyecto CDBG. Los funcionarios locales de la Ciudad de Newburgh deben hacer los esfuerzos

razonables para asegurar que la información del programa CDBG esté disponible para todos los ciudadanos, especialmente para aquellos de bajos o moderados ingresos y aquellos que residan en barrios decadentes o en barrios con Dominio Limitado del Inglés, y/o en las áreas del proyecto CDBG. Para facilitar el acceso de los ciudadanos a la información del programa CDBG, el director de Desarrollo de la Comunidad conservará todos los documentos relacionados con el programa CDBG en los archivos de la Ciudad de Newburgh. La información de los documentos archivados estará disponible para exámen o duplicación, a pedido, durante el horario regular de oficina. La información y materiales del programa CDBG, que conciernan a los proyectos del programa CDBG, estarán disponibles y serán distribuidos al público en las audiencias públicas previstas regularmente según lo descrito en este Plan.

Los materiales que estarán disponibles incluyen; pero no se limitan necesariamente a los siguientes: el Plan de Participación Ciudadana; récords de audiencias públicas; correos y materiales promocionales; solicitudes previas al programa CDBG; cartas de aprobación; acuerdos de subvenciones; especificaciones del diseño de proyectos y construcción; materiales estándar de labor; informes de evaluación y desempeño; otros informes requeridos por HUD; solicitud(es) para el corriente año, ya sean propuestas o aprobadas, para proyecto del programa CDBG; comentarios o quejas por escrito, recibidas y concernientes al programa de desarrollo comunitario, y respuestas escritas por la Ciudad de Newburgh; y copias de las normas, políticas, requerimientos, y procedimientos Federales y Estatales aplicables que gobiernen el programa CDBG.

En ningún caso podrá la Ciudad de Newburgh revelar información alguna concerniente al estatus financiero de ningún participante(s) del programa que pudiera requerir documentar su elegibilidad para el programa o beneficio. Además la Ciudad de Newburgh no puede revelar ninguna información que pudiera, en opinión del mánager de la Ciudad, ser considerada de naturaleza confidencial.

SECCIÓN 7 PROCEDIMIENTOS PARA PRESENTAR COMENTARIOS, OBJECIONES Y QUEJAS

Las audiencias públicas programadas, según se ha descrito en este Plan de Participación Ciudadana se han designado para la participación pública en todas las fases del proceso de desarrollo comunitario. Se alienta a los ciudadanos a presentar, en las audiencias públicas, sus ideas y propuestas referidas a todos los aspectos del programa de desarrollo comunitario. Sin embargo, para asegurar que los ciudadanos tengan la oportunidad de evaluar y comentar sobre todos los aspectos del programa de desarrollo comunitario, de manera continua, los ciudadanos podrán en todo momento someter sus comentarios por escrito a la Ciudad de Newburgh.

Cualquier ciudadano o grupo de ciudadanos que deseen comentar u objetar cualquier fase del planeamiento, desarrollo o aprobación o aplicación de los fondos CDBG, o de la implementación de cualquier programa CDBG, debe presentar dichos comentarios u objeciones por escrito al director de Desarrollo Comunitario. Si después de un período razonable la parte creyera que su comentario o queja no ha sido apropiadamente considerada por el director de Desarrollo Comunitario, la parte agraviada podría apelar su caso en la Ciudad de Newburgh.

Cuando sea posible, los funcionarios locales electos deben hacer su mejor esfuerzo para responder por escrito a las propuestas de los ciudadanos o a sus quejas, dentro de los quince (15) días hábiles de recibido dicho comentario o queja. Si la Ciudad de Newburgh no fuera capaz de resolver una objeción o queja, la parte perjudicada podría dirigirla a HUD.

Los ciudadanos, en cualquier momento, pueden contactarse directamente con HUD para registrar sus comentarios, objeciones y quejas concernientes al programa(s) CDBG de la Ciudad de Newburgh. Sin

embargo, se alienta a los ciudadanos a que traten de resolver cualquier queja a nivel local siguiendo los pasos descritos en este escrito, antes de contactarse con HUD.

Todos los comentarios o quejas que se submitan a HUD deben dirigirse por escrito a:

U.S. Department of Housing and Urban Development
Attn: Community Planning and Development Division
26 Federal Plaza
New York, New York, 10278

Los récords de todos los comentarios, objeciones y/o quejas de los ciudadanos, concernientes al programa CDBG de la Ciudad de Newburgh y la subsecuente acción realizada en respuesta a esos comentarios deberán mantenerse en el archivo de la ciudad de Newburgh y estarán disponibles, a pedido, para su inspección pública.

SECCIÓN 8 ENMIENDAS

8.1 Enmiendas al Plan de Participación Ciudadana

La Ciudad de Newburgh pudiera, en distintos momentos, hacer enmiendas a las disposiciones generales enunciadas en este escrito, a través de una enmienda del Plan de Participación Ciudadana.

Revisar y discutir la eficiencia de este Plan de Participación Ciudadana deberá ser parte de las políticas de la Ciudad de Newburgh permitiendo que los ciudadanos participen en el proceso de desarrollo de la comunidad y ayudando a alcanzar las necesidades de desarrollo de la comunidad y las metas identificadas por los ciudadanos de la Ciudad de Newburgh.

Enmiendas al Plan de Participación Ciudadana se realizarán cuando sea necesario. Todas las enmiendas deberán ser aprobadas por una resolución de la Ciudad de Newburgh y deberán ser incorporadas a este Plan.

8.2 Enmiendas al Plan General CDBG

La Ciudad de Newburgh solicitará y dará participación al ciudadano en todas las instancias en que sea necesario realizar una enmienda sustancial al Plan General.

Los siguientes cambios definen qué es una enmienda sustancial:

- Cambios sustanciales en el plan CDBG que afecten directamente al Plan General de la Ciudad de Newburgh. Para el Plan de Acción Anual, un cambio sustancial sería un cambio de más del 25% del total de los fondos otorgados que subsidien la actividad.
- Llevar a cabo una actividad, usando los fondos de cualquier programa cubierto por el Plan General (incluyendo el programa de ingresos) que no se hubieran identificado previamente en el Plan.
- Cambiar el propósito, alcance, locación y beneficiarios desde una actividad elegible a otra actividad, en más del 25% de los fondos totales previamente autorizados.

Cambios que no se consideran enmiendas sustanciales:

- Cambios al presupuesto de un proyecto CDBG en una suma que sea menor al 25%;
- Información actualizada del Plan General: la información actualizada, como, data de censo, límite de ingresos, precio de mercado de alquileres, alquileres altos y bajos de HOME, límites a los subvenciones de HOME y tipos similares de data no se considerarán enmiendas sustanciales;
- Cambios menores en la locación de un proyecto: un cambio menor en la locación de una propiedad específica no se considera un cambio sustancial, siempre y cuando el propósito, alcance y los beneficiarios destinados sigan siendo esencialmente los mismos;
- Cambio de un ítem de la Línea de Presupuesto del Proyecto: la transferencia de algunos fondos (pero no todos) dentro de un proyecto de un ítem de una línea de presupuesto aprobada hacia otra línea aprobada de un presupuesto.

SECTION 9 INFORMACIÓN ADICIONAL - DESARROLLO DEL PLAN GENERAL

Antes de que la Ciudad de Newburgh adopte el Plan General, la Ciudad de Newburgh lo pondrá a disposición de los ciudadanos, agencias públicas y otros organismos interesados, lo que incluye:

- La cantidad de fondos de asistencia que la Ciudad de Newburgh espera recibir (incluyendo fondos de subvención e ingresos para el programa);
- La amplitud de actividades que pudieran llevarse a cabo;
- El monto estimado de fondos que beneficiaría a las personas de bajos-o-moderados-ingresos;
- La Ciudad de Newburgh planea minimizar el desplazamiento de personas y asistir a cualquier persona desplazada, especificando los tipos y niveles de asistencia que la Ciudad de Newburgh pondrá a disposición de las personas desplazadas (o requerirá que otros presten la asistencia), aun cuando la Ciudad de Newburgh espera que estos desplazamientos no ocurran.
- Cómo y cuándo la Ciudad de Newburgh hará que esta información esté disponible.

Un sumario del Plan General propuesto se publicará en los siguientes cuatro (4) periódicos locales:

- Orange County Post
- Hudson Valley Press
- Mid Hudson Times
- Times Herald Record

El sumario debe incluir:

- Una descripción de los contenidos y propósitos del Plan General;
- Y una lista de las locaciones en donde puedan ser examinadas las copias del completo Plan General propuesto.

La Ciudad de Newburgh proveerá un número razonable de copias gratuitas del Plan General para todos los residentes de la Ciudad de Newburgh y a los grupos que soliciten una copia.

Según lo señalado en la Sección 5.5, se realizará, por lo menos, una audiencia pública durante el desarrollo del Plan General.

Al preparar el Plan General final, la Ciudad de Newburgh considerará cualquier comentario u opinión de los residentes de la Ciudad de Newburgh recibidos por escrito o presentados oralmente en la audiencia o audiencias públicas.

SECCIÓN 10 AUTORIDAD

Ninguna parte de este Plan de Participación Ciudadana puede ni debe interpretarse de manera que restrinja la autoridad de los funcionarios electos de la Ciudad de Newburgh en cuanto al desarrollo, implementación y ejecución del programa de Subvención en Bloque para el Desarrollo de la Comunidad.

DRAFT

City of Newburgh
Department of Planning and Development
Community Development Block Grant Program

FOUR-FACTOR ANALYSIS and LANGUAGE ACCESS PLAN FOR LIMITED ENGLISH PROFICIENCY PERSONS



Effective Date of Plan: 2019

Purpose

In compliance with Executive Order 13166, the City of Newburgh has conducted a Four Factor Analysis (FFA) and developed a Language Access Plan (LAP). The FFA and LAP were developed in order to assist Limited English Proficiency (LEP) persons with meaningful access to information and programs of the City's Community Development Block Grant (CDBG) Program.

History

Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

The City of Newburgh Four-Factor Analysis

The Four-Factor Analysis will serve as the guide for determining which language assistance measures the City of Newburgh will undertake to guarantee access to the City of Newburgh CDBG information and programs by LEP persons.

LEP individuals are persons who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. The City of Newburgh will reassess language needs periodically as needed, but at least every two years starting from the effective date of this plan.

1. Determining the LEP population in the City of Newburgh

The City of Newburgh utilized American Community Survey Data Tables # DP-1, DP02, DP05. Based on this data, the City of Newburgh meets the 1,000 or 5% LEP persons threshold for Spanish speakers.

The 2010 U.S. Census identified a population of 13,814 individuals of Hispanic or Latino background in the City of Newburgh, or 47.9% of the population:

HISPANIC OR LATINO AND RACE		
Total population	28,866	100.0
Hispanic or Latino	13,814	47.9

Source: 2010 Census Summary, American FactFinder, U.S. Census Bureau

The 2013-2017 American Community Survey estimates that the population of individuals of Hispanic or Latino background in the City of Newburgh has increased to 14,408, or 50.7% of the population:

HISPANIC OR LATINO AND RACE				
Total population	28,444	28,444	28,444	28,444
Hispanic or Latino (of any race)	14,408	50.7%	14,408	50.7%

Source: 2013-2017 American Community Survey 5 Year Estimates

42.6% of the population speaks Spanish at home. Of that population, 20.6% speak English less than "very well":

LANGUAGE SPOKEN AT HOME				
Population 5 years and over	25,763	25,763	25,763	25,763
English only	13,997	54.3%	13,997	54.3%
Language other than English	11,766	45.7%	11,766	45.7%
Speak English less than "very well"	5,664	22.0%	5,664	22.0%
Spanish	10,985	42.6%	10,985	42.6%
Speak English less than "very well"	5,319	20.6%	5,319	20.6%

Source: 2013-2017 American Community Survey 5 –Year Estimates

2. The frequency with which the LEP persons come into contact with the program.

The program includes the possibility of housing rehabilitation, small business assistance and public services. In addition, the program requires public participation and input. All citizen participation activities are open to the general public. Therefore, residents are likely to have considerable direct contact with the program and its staff.

Through past experiences, the City of Newburgh determined that on average, there are 2-3 Spanish speaking LEP persons contacting the City of Newburgh on a daily basis for information or assistance. Because of this, the City of Newburgh is committed to maintaining bilingual staff serving in both reception and case

management. The City of Newburgh bilingual management staff in order to resolve higher level concern of Spanish speaking LEP persons. Contacts with LEP persons who speak other languages are infrequent.

3. Importance of Program Services/Activities to the LEP Persons.

The proposed projects may provide direct assistance to project area beneficiaries related to housing rehabilitation assistance, small business assistance and public services projects. The nature of the activity or service is of significant importance to the proposed project area(s) residents. LEP persons come into contact with the CDBG program. All citizen participation activities are open to the general public.

4. The resources available and costs.

City of Newburgh staff have been identified to provide written translation of CDBG program documents and announcements. City of Newburgh staff are available to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of a proposed project. Language interpretation equipment is available to assist during meetings. Translation activities are an eligible CDBG administrative expense. Therefore, LAP measures are reasonable given the resources available to the City of Newburgh.

Certification: Based on the above Four-Factor Analysis, the City of Newburgh is required to develop a LAP. The City of Newburgh will make all reasonable attempts to accommodate language access needs of residents requesting oral translation during citizen participation activities.

City Manager

Date

The City of Newburgh Language Access Plan (LAP)

The City of Newburgh is committed to providing equal opportunity housing in a non-discriminatory manner, and in complying fully with all Federal, State and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. This includes complying with Title IV of the Civil Rights Act of 1964 to ensure meaningful access to programs and activities by LEP persons.

The LAP details how language access services will be provided to LEP persons in the City of Newburgh with meaningful access to CDBG programs and information. Language access services shall include:

- Identifying and translating those documents most commonly distributed to the public that contain or elicit important and necessary information about the CDBG program or programs funded through the CDBG program.
- Providing interpretation services, when requested.
- Posting bilingual signage in certain locations in the City of Newburgh about the availability of free interpretation services, when requested.

Language Access Plan: As a result of the preceding Four-Factor Analysis, the City of Newburgh has identified the following language assistance steps to be provided on an as needed basis by the City of Newburgh throughout the implementation of the CDBG program.

Assistance	Action
Provide documents and notices in language that can be easily understood by the public at large.	Ensure that all documents and notices can be easily understood by the public at large, and that information is accessible to a range of literacy levels.
Oral and written Spanish translation services.	☐ Maintain list of City of Newburgh staff who can provide oral and written translation, as necessary. <i>Note: CDBG funds can assist with translation staff.</i>
Assessment of language needs.	☐ Provide English/Spanish cards asking if individuals needs language assistance. ☐ Provide City of Newburgh staff who can provide oral and written translation, as needed.

Publish all CDBG citizen participation documents, project-related resolutions, public notices, and amendments in English and Spanish.	☐ Post in City of Newburgh public facilities. ☐ Posted on the City of Newburgh website, City of Newburgh Social Media.
Post bilingual (English/Spanish) signage in certain locations in the City of Newburgh about the availability of free interpretation services, when requested.	☐ Place bilingual (English/Spanish) signage in City of Newburgh Public Buildings.
Inform LEP persons that other program materials are available upon request.	☐ Include the bilingual (English/Spanish) statement on all CDBG program advertisements: "Other program materials are available in Spanish, upon request."
Provide all CDBG citizen participation documents, project-related resolutions, public notices, and amendments in English and Spanish.	Publish in: ☐ Hudson Valley Press (Weekly) ☐ Mid-Hudson Times (Weekly) ☐ Orange County Post (Weekly) ☐ Times Herald Record (Daily) ☐ La Voz (Monthly Publication in Spanish)
Inform LEP individuals that translators will be available at public meetings, upon request.	☐ All citizen participation notices will include a statement that translators will be available at public meetings upon prior request. Request must be made a minimum of 14 days prior to the scheduled meeting. ☐ Provide Spanish translator upon request.
Inform LEP individuals of the availability of free interpretation services.	☐ Provide notice of interpretation service availability.
Inform LEP individual that the City of Newburgh will provide an independent interpreter in conducting official City of Newburgh business (ex. signing contracts). Inform LEP individual they will not be permitted to use an independent interpreter of his or her choosing when filling out applications or when involved in other legal matters. In general, a LEP individual may not use a family member, friend or minor as an interpreter while conducting official City of Newburgh business.	☐ Provide independent interpreter when needed.

<i>Note: The LEP individual may be permitted to use an interpreter of his or choosing, provided he or she completes a written consent form.</i>	
A LEP individual may be permitted to use a family member, friend or minor as an interpreter for routine matters, such as asking for directions, asking for hours of operation or rescheduling an appointment.	☐ Inform LEP individual that he/she may be permitted to use a family member, friend or minor as an interpreter for routine matters, such as asking for directions, asking for hours of operation or rescheduling an appointment. ☐ Prepare English/Spanish card for informing LEP individual of this action, if needed.
Assess LEP population in the City of Newburgh on a regular basis. Update the LAP.	☐ Consult with staff, City Officials. ☐ Conduct formal review of LEP population in the City of Newburgh no less than every 2 years, from adopted date of current plan, to ensure the populations of the various language groups within the jurisdiction and their needs are reflected in the provision of primary-language services. At that point the Plan will be reviewed to determine if the existing LEP services are sufficient to meet the needs of LEP clients.
Provide Language Access Training to City of Newburgh staff. <i>Note: New staff must complete training within 60-days of start date.</i>	Annual Training to include: ☐ Legal obligations to provide meaningful access to benefits and services to LEP individuals. ☐ How to assess language assistance needs. ☐ How to access language assistance services. ☐ How to work with interpreters. ☐ Cultural sensitivity. ☐ Documenting language needs of LEP individuals. ☐ How to obtain written translation services.

City of Newburgh Language Action Plan Adopted:

Date Adopted

Resolution

City Manager (Signature)

Ciudad de Newburgh
Departamento de Planeamiento y Desarrollo
Programa de Subvención en Bloque para el Desarrollo de la Comunidad

ANÁLISIS DE CUATRO-FACTORES Y PLAN DE ACCESO AL LENGUAJE PARA PERSONAS CON LIMITADO DOMINIO DEL INGLÉS



Fecha de Vigencia del Plan:
2019

Propósito

En cumplimiento del Decreto 13266, la Ciudad de Newburgh ha conducido un Análisis de Cuatro Factores (FFA por sus siglas en inglés) y desarrollado un Plan de Acceso al Lenguaje (LAP por sus siglas en inglés).

El FFA y el LAP fueron desarrollados en orden de asistir a las personas con Limitado Dominio del Inglés (LEP por sus siglas en inglés) para que tengan acceso a la información significativa y a los programas del Programa de Subvención en Bloque para el Desarrollo de la Comunidad (CDBG por sus siglas en inglés).

Historia

El Capítulo VI de la Ley de Derechos Civiles de 1964 es la ley federal que protege a los individuos de la discriminación basada en raza, color, o nacionalidad de origen, en los programas que reciben asistencia financiera federal. En ciertas situaciones, los programas federales de asistencia pudieran infringir el Capítulo VI —que prohíbe la discriminación por la nacionalidad de origen—, si no se asegurara que las personas que tienen un limitado dominio del inglés pudieran participar efectivamente, o beneficiarse de dicho programa federal.

Las personas que, como resultado de su nacionalidad de origen, no hablen español como su idioma primario y que tengan habilidad limitada para hablar, leer, escribir o comprender el inglés pudieran tener derecho a recibir asistencia de lenguaje, amparándose bajo el Capítulo VI, en orden de recibir un particular servicio, beneficio o encuentro.

Análisis de Cuatro-Factores de la Ciudad de Newburgh

El Análisis de Cuatro-Factores servirá de guía para determinar cuáles son las medidas asistenciales que la Ciudad de Newburgh adoptará para garantizar a las personas LEP el acceso a la información y programas CDBG de la Ciudad de Newburgh.

Los/las individuos(as) LEP son personas que no hablan inglés como lenguaje primario y que tienen una habilidad limitada para leer, hablar, escribir o comprender el inglés. La Ciudad de Newburgh evaluará periódicamente las necesidades del lenguaje según sea necesario; pero las evaluará por los menos cada dos años, desde la fecha de comienzo en que este plan entre en efecto.

1. Determinación de la población LEP de la Ciudad de Newburgh

La Ciudad de Newburgh utiliza las Tablas de Datos del American Community Survey # DP-1, DP02, DP05. Basándose en estos datos, la Ciudad de Newburgh alcanza el umbral de 1,000 o el 5% de personas LEP que hablan español.

El Censo de EE.UU. de 2010 identificó una población de 13,814 de individuos(as) de origen hispano o latino en la Ciudad de Newburgh, o sea, el 47.9% de la población:

HISPANO O LATINO Y RAZA

Población total	28,866	100.0
Hispano o Latino	13,814	47,9%

Fuente: 2010 Sumario del Censo, American FactFinder, Oficina del Censo de EE.UU.

El Estudio de Comunidades Estadounidenses de 2013-2017 estima que la población de individuos(as) de origen latino o hispano de la Ciudad de Newburgh ha aumentado a 14,408, o sea, es el 50.7% de la población.

HISPANO O LATINO Y RAZA

Población total	28,444	28,444	28,444	28,444
Hispano o Latino (de cualquier raza)	14,408	50,7%	14,408	50,7%

Fuente: 2013-2017 Estudio 5 de American Community Survey - Estimados anuales

El 42.6% de la población habla español en el hogar. De esa población, menos del 20.6% habla inglés, aunque no llega a hablar inglés "muy bien":

LENGUAJE HABLADO EN EL HOGAR				
Población de 5 años o mayor	25,763	25,763	25,763	25,763
Solo inglés	13,997	54.3%	13,997	54.3%
Otros lenguajes	11,766	45.7%	11,766	45.7%
Habla inglés, menos de "muy bien"	5,664	22.0%	5,664	22.0%
Español	10,985	42.6%	10,985	42.6%
Habla inglés, menos de "muy bien"	5,319	20.6%	5,319	20.6%

Fuente: 2013-2017 Estudio 5 de American Community Survey - Estimados anuales.

2. La frecuencia con la cual las personas LEP entran en contacto con el programa.

Este programa incluye la posibilidad de rehabilitación de vivienda, asistencia a pequeños negocios y servicios públicos. En adición, el programa requiere la participación y comentarios públicos. Toda las actividades de participación ciudadana son abiertas al público en general. Por lo tanto, es probable que los residentes entren en contacto directo con el programa y el personal del programa.

A través de las experiencias pasadas, la Ciudad de Newburgh ha determinado que, en promedio, 2-3 personas LEP, hispanas que hablan español, se contactan diariamente con la Ciudad de Newburgh para obtener información o asistencia. Por esta razón, la Ciudad de Newburgh se compromete a mantener personal bilingüe que sirva tanto en la recepción como en la administración de casos. La Ciudad de Newburgh mantendrá personal administrativo bilingüe en orden de resolver las preocupaciones, de mayor nivel, de las personas LEP, hispanas, que hablan primariamente español. El contacto con personas LEP que hablan otras lenguas es infrecuente.

3. Importancia de los Servicios del Programa/ Actividades de las personas LEP.

Los proyectos propuestos debieran proveer la asistencia directa a los beneficiarios de los proyectos del área relacionados con la asistencia a la rehabilitación de la vivienda, la asistencia a pequeños negocios y los proyectos de servicios públicos. La naturaleza de la actividad o servicio es de importancia significativa para los residentes de área(s) de los proyectos propuestos. Las personas LEP entran en contacto con el programa CDBG. Todas las actividades de participación ciudadana son abiertas al público en general.

4. Disponibilidad de recursos y sus costes.

Se ha determinado el personal de la Ciudad de Newburgh para proveer traducción escrita de los documentos y anuncios de los programas CDBG. El personal de la Ciudad de Newburgh está disponible para proveer servicios de traducción oral en las reuniones públicas y durante las conversaciones con los residentes LEP durante la implementación del proyecto propuesto. El equipo de materiales necesarios para la traducción estará disponible durante las reuniones. El servicio de traducción es una de las expensas administrativas aplicables de CDBG. En consecuencia se otorgan a las medidas de LAP, los recursos disponibles de la Ciudad de Newburgh dentro de lo razonable.

Certificación: Sobre la base del Análisis de Cuatro-Factores, se requiere a la Ciudad de Newburg el desarrollo de LAP. La Ciudad de Newburgh hará los esfuerzos razonables para adaptarse a las necesidades de acceso al lenguaje de los residentes que soliciten traducción oral durante las actividades de participación ciudadana.

Mánager de la Ciudad

Fecha

Plan de Acceso al Lenguaje de la Ciudad de Newburg (LAP por sus siglas en inglés)

La Ciudad de Newburgh se compromete a proveer oportunidades equitativas de vivienda de manera no-discriminatoria y cumpliendo completamente con las leyes antidiscriminatorias locales, estatales y federales y con las leyes, normas y reglas que gobiernan la Vivienda Digna y Oportunidades Equitativas. Esto incluye cumplir con el Capítulo VI de la Ley de Derechos Civiles de 1964 que asegura acceso significativo a los programas y actividades a personas LEP.

El LAP detalla cómo se proveerán los servicios a personas LEP en la ciudad de Newburgh, con acceso significativo a los programas e información CDBG. Los servicios de acceso al lenguaje deben incluir:

- Identificación y traducción de aquellos documentos que se distribuyan más comunmente entre el público, y que contengan u obtengan información necesaria e importante acerca del programa CDBG o de programas subvencionados a través del programa CDBG.
- Proveer servicios de interpretación cuando se soliciten.
- Fijar carteles bilingües en ciertas locaciones de la Ciudad de Newburgh acerca de la disponibilidad de servicios gratuitos de interpretación a pedido de los interesados

Plan de Acceso al Lenguaje: Como resultado del precedente Análisis de Cuatro-Factores, la Ciudad de Newburgh ha identificado los siguientes pasos de

provisión de asistencia de lenguaje, como una base necesaria de la Ciudad de Newburgh durante la implementación del programa CDBG.

Asistencia	Acción
Proveer documentos y notificaciones en lenguaje que pueda ser fácilmente comprendido por el público en general.	Asegurar que todos los documentos y notificaciones puedan ser comprendidos por el público general; y que la información sea accesible a un amplio rango de niveles de alfabetización.
Servicios de traducción oral y escrita al español.	☐ Mantener una lista del personal de la ciudad de Newburgh que puede proveer traducción oral y escrita. <i>Nota: Los fondos de CDBG pueden asistir a los servicios de traducción.</i>
Evaluación de las necesidades de lenguaje.	☐ Proveer tarjetas en inglés/español preguntando a los individuos si necesitan asistencia de traducción del lenguaje. ☐ Proveer a la ciudad de Newburgh el personal que pueda proveer traducción oral o escrita según sea necesario.
Publicar todo lo relacionado con la participación ciudadana en CDBG con los documentos, resoluciones relacionadas-con-proyectos, avisos públicos y enmiendas al proyecto, en inglés y en español.	☐ Fijar en los edificios públicos de la Ciudad de Newburgh. ☐ Publicar en el sitio web de la Ciudad de Newburgh, (City of Newburgh Social Media).
Fijar carteles bilingües (Inglés/español) en ciertas locaciones de la Ciudad de Newburgh acerca de la disponibilidad de los servicios de interpretación gratuita a pedido de los interesados.	☐ Fijar carteles bilingües (inglés/español) en los edificios públicos de la Ciudad de Newburgh.
Informar a las personas LEP que están disponibles otros materiales del programa a pedido de los interesados.	☐ Incluir la siguiente afirmación bilingüe (inglés/español) en toda la publicidad del programa CDBG: "Otros materiales del programa están disponibles en español, a pedido del interesado".
Proveer todos los documentos sobre la participación ciudadana en el programa CDBG,	Publicar en: ☐ Hudson Valley Press (Semanario)

de documentos, resoluciones-relacionadas-con-proyectos, notificaciones públicas, y enmiendas en inglés y español.	☐ Mid-Hudson Times (Semanario) ☐ Orange County Post (Semanario) ☐ Times Herald Record (Diario) ☐ La Voz (Publicación mensual en español)
Informar a los individuos LEP que habrá traductores disponibles en las reuniones públicas, a pedido de los interesados.	☐ Todos los avisos de participación ciudadana incluirán la afirmación de que habrá traductores disponibles en las reuniones públicas siempre que fueran solicitados previamente. La solicitud debe realizarse con un mínimo de 14 días previos a la reunión programada. ☐ Proveer traductor al español a pedido del interesado.
Informar a los individuos LEP de la disponibilidad de servicios de interpretación gratuitos.	☐ Proveer anuncios de disponibilidad de servicios de traducción/interpretación.
Informar al individuo(a) LEP que la Ciudad de Newburgh proveerá un intérprete independiente para conducir los asuntos de negocios (ej.: firma de contratos). No se permitirá al individuo LEP usar un intérprete de su elección cuando complete solicitudes o cuando involucre otros asuntos legales. En general, una persona LEP no debiera usar a una persona de su familia, un amigo, o un menor como intérprete cuando se está llevando a cabo negocios oficiales con la Ciudad de Newburg. <i>Nota: Se permitirá a los individuos(as) LEP usar un intérprete propio o de su elección, siempre que la persona LEP complete un formulario de consentimiento.</i>	☐ Proveer un intérprete independiente cuando sea necesario.
Se le pudiera permitir a un(a) individuo(a) LEP usar a un miembro de su familia, amigo o un menor como intérprete por asuntos de rutina, como por ejemplo pedir instrucciones, preguntar el horario de funcionamiento de oficinas o reprogramar una cita.	☐ Informar a individuos(as) LEP, que se le pudiera permitir usar a un miembro de su familia, amigo o un menor como intérprete de asuntos de rutina como, por ejemplo, pedir instrucciones, preguntar el horario de funcionamiento de oficinas o reprogramar una cita. ☐ Preparar una tarjeta en inglés/español para informar a los(as) individuos(as) LEP de esta acción, si fuera necesario.

Evaluar con regularidad la población LEP de la Ciudad de Newburgh. Actualizar el LAP.	☐ Consultar con funcionarios del personal de la Ciudad. ☐ Conducir evaluaciones formales de la población LEP en la Ciudad de Newburgh, cada 2 años, y no menos, de la fecha de adopción del plan vigente, para asegurar el servicio a la población de los varios grupos de lenguaje dentro de su jurisdicción y que sus necesidades se vean reflejadas en la provisión de servicios de lenguaje-primario. En este punto, el Plan debe ser evaluado para determinar si los servicios LEP existentes son suficientes para alcanzar las necesidades de los clientes LEP.
Proveer al personal de la Ciudad de Newburgh acceso a entrenamiento de lenguaje. <i>Nota: El personal nuevo debe completar el entrenamiento dentro de los 60-días de comenzado.</i>	El Entrenamiento Anual incluye: ☐ Obligaciones legales de proveer acceso significativo a los beneficios y servicios a los individuos LEP. ☐ Cómo acceder a las necesidades de asistencia de lenguaje. ☐ Cómo acceder a los servicios de asistencia de lenguaje. ☐ Cómo trabajar con intérpretes. ☐ Percepción cultural. ☐ Documentar las necesidades de lenguaje de individuos LEP. ☐ Cómo obtener servicios de traducción.

Aprobación del Plan de Acción de Lenguaje de la Ciudad de Newburg:

Fecha de aprobación

Resolución

Mánager de Ciudad (Firma)

RESOLUTION NO.: 230 - 2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MASTER FEDERAL-AID LOCAL PROJECT AGREEMENT
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO FUND IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND NON-FEDERAL
AID ELIGIBLE COSTS FOR THE CONSTRUCTION
OF THE LIBERTY STREET STREETScape AND SIDEWALK IMPROVEMENTS**

WHEREAS, a Project for the Liberty Street Streetscape and Sidewalk Improvements, City of Newburgh, Orange County, PIN 8761.91 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection work;

NOW, THEREFORE, the Newburgh City Council duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of construction and construction inspection work for the Project or portions thereof; and it is further

RESOLVED, that the not to exceed sum of \$578,750.00 is hereby appropriated from the CD1.8686.0400.8030.2019 and the OCTC TIP Reserve Fund and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager thereof, and it is further

RESOLVED, that the Newburgh City Manager be and he is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of

Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the Newburgh City Manager the following municipal titles: Mayor, City Engineer, and City Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2019.

Clerk, City of Newburgh



Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director



September 3, 2019

Mr. Jason Morris, City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**RE: PIN 8761.91, LIBERTY STREET STREETSCAPE AND
SIDEWALK IMPROVEMENTS
CITY OF NEWBURGH, ORANGE COUNTY**

Dear Mr. Morris:

Enclosed are eight (8) Master Federal-Aid Local Project Agreements to include the construction and construction inspection funds for the above-referenced project. Seven (7) executed copies of the agreement, **EACH with original signatures, notarizations and certified, seal-stamped resolutions,** should be returned to this office. A sample resolution is attached for your use.

As a reminder per Chapter 15, Administering Construction Contracts; Section 15.4.8 Civil Rights Reporting:

The Contractor and all subcontractors and suppliers will utilize New York State Department of Transportation Equal Employment Opportunity reporting software, which is currently "Equitable Business Opportunities" (EBO). The Sponsor will monitor prime's payments to subcontractor and ensure that subcontractors are paid promptly per specifications. In addition, the sponsor is to monitor EEO goals on a monthly basis and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, Equal Employment Opportunity Requirements.

Your assistance in having the agreement approved by the City Council and signed by the City Manager and City Attorney is appreciated. Of course, if you have any questions, please call me at (845) 431-5804 or e-mail me at marshall.gioia@dot.ny.gov.

Sincerely,

Marshall Gioia
Contract Management Specialist
Region 8 Local Projects Unit

Enclosures

MUNICIPALITY/SPONSOR: City of Newburgh

PROJECT ID NUMBER: 8761.91 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO _____

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the City of Newburgh (the "Municipality/Sponsor")
acting by and through City Manager
with its office at 83 Broadway, Newburgh, NY 12550.

This Agreement covers eligible costs incurred on or after / / .

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as PIN 8761.91, Liberty Street Streetscape and Sidewalk Improvements, City of Newburgh, Orange County (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

MUNICIPALITY/SPONSOR: City of Newburgh

PROJECT ID NUMBER: 8761.91 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the City Manager of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid

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Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

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4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s)* A. Supplemental Agreements or

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Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor.

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In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the

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State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

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- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Orietta Trocard, P.E.

Title: Regional Local Projects Liaison

Address: 4 Burnett Boulevard, Poughkeepsie, NY 12603

Telephone Number: 845-431-5811

Facsimile Number: 845-431-5988

E-Mail Address: orietta.trocard@dot.ny.gov / marshall.gioia@dot.ny.gov

[Municipality/Sponsor] City of Newburgh

Name: Joseph P. Donat / Jason Morris, P.E.

Title: City Manager / Project Manager

Address: 83 Broadway, Newburgh, NY 12550

Telephone Number: 845-569-7446 / 845-569-7448

Facsimile Number: 845-569-7349

E-Mail Address: jmorris@cityofnewburgh-ny.gov

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at

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www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

*Per Resolution No.

Print Name: Joseph P. Donat

Print Name: Michelle Kelson, Corporation Counsel

Title: City Manager

MUNICIPALITY/FINANCE:

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

By: _____
Todd Venning, City Comptroller

On this _____ day of _____, 2019 before me personally came _____
Joseph P. Donat to me known, who, being by me duly sworn did depose
and say that he/she resides at _____ 83 Broadway, Newburgh, New York _____; that he/she is the
City Manager of the Municipal/Sponsor Corporation described in and which
executed the above instrument; (except New York City) that it was executed by order of the
City Council of said Municipal/Sponsor Corporation pursuant to a resolution which
was duly adopted on _____ and which a certified copy is attached and made a part
hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

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

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

A. Summary of <u>allocated</u> MARCHISELLI Program Costs FOR ALL PHASES <i>For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.</i>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8761.91.321	Current	TAP	\$578,750.00	\$463,000.00	\$0.00	\$115,750.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$578,750.00	\$463,000.00	\$ 0.00	\$115,750.00

C. Local Deposit(s) from Section A:

\$ 0.00

Additional Local Deposit(s)

\$

Total Local Deposit(s)

\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$463,000.00	\$ 0.00	\$ 0.00	\$115,750.00	\$578,750.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)
Name: Marshall GioiaPhone No: 845-431-5804

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

[illegible]

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☒
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☒
3. Smart Growth Attestation (NYSDOT ONLY).	☒	☐
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☒
2. ROW mapping and any necessary ROW relocation plans.	☐	☒
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☒
4. Secure Appraisals.	☐	☒
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☒

Phase/Sub-phase/TaskResponsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|-------------------------------------|
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | ☐ | ☒ |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | ☐ | ☒ |

B. Right-of-Way (ROW) Acquisition**Phase/Sub-phase/Task**Responsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|-------------------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | ☐ | ☒ |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | ☐ | ☒ |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties. | ☐ | ☒ |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | ☐ | ☒ |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | ☐ | ☒ |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | ☐ | ☒ |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | ☐ | ☒ |

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☒
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☒
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☒
4. Compile and submit Contract Award Documentation Package.	☐	☒
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☒
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☒
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☐
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☐
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☒
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☒
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☒
11. Administer all construction contract claims, disputes or litigation.	☐	☒

Phase/Sub-phase/Task**Responsibility: NYSDOT Sponsor**

- | | | |
|--|-------------------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | ☒ | ☒ |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | ☒ | ☒ |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor

understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years

thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section

312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract;

or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health,

and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person

fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Liberty Street Streetscape and Sidewalk Improvements in the City of Newburgh, Orange County, PIN 8761.91 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection work.

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of construction and construction inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$578,750** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager thereof, and it is further

RESOLVED, that the Newburgh City Manager be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Manager, the following municipal titles: Mayor, City Engineer, City Comptroller, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2019.

Clerk, City of Newburgh

RESOLUTION NO.: 231 - 2019

OF

SEPTEMBER 23, 2019

RESOLUTION AMENDING RESOLUTION NO: 364-2018, THE 2019 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$32,536.67 FROM
WATER FUND CONTINGENCY TO WATER DISTRIBUTION - OTHER SERVICES
TO FUND A WATER MAIN REPAIR AT WASHINGTON LAKE

WHEREAS, an amendment to the 2019 Budget is necessary to fund expenses related to the repair of a water main underneath Washington Lake; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 364-2018, the 2019 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
F.1900.1900	Water Fund Contingency	<u>\$32,536.67</u>	
F.8330.0448	Water Distribution		
	Other Services		<u>\$32,536.67</u>
	TOTAL:	\$32,536.67	\$32,536.67



114 Hartley Road
Goshen, NY 10924

Phone: (845)-294-8882
Fax: (845)-294-8883

Bill To

City of Newburgh
Accts Payable
83 Broadway, 4th Floor
Newburgh, NY 12550



Invoice

Date Invoice #
4/5/2019 53936

P.O. No.

Terms Net 30

Qty	Description	Rate	Amount
	Date of Service: 12/03/19- 04/05/19 - Washington Lake Broken Line & Dewater		
	Emptying of box's:		
	12/03/19:		
4.5	(1) Truck @ \$135.00/hr	135.00	607.50
	03/20/19:		
2	(1) Truck @ \$135.00/hr	135.00	270.00
6.5	(1) Truck @ \$135.00/hr	135.00	877.50
	03/21/19:		
8	(1) Truck @ \$135.00/hr	135.00	1,080.00
4	(1) Truck OT RATE @ 202.50/ hr	202.50	810.00
8	(1) Truck @ \$135.00/hr	135.00	1,080.00
4.25	(1) Truck OT RATE @ 202.50/ hr	202.50	860.63
	03/22/19:		
6	(1) Truck @ \$135.00/hr	135.00	810.00
3.75	(1) Truck OT RATE @ 202.50/ hr	202.50	759.38
2.5	(1) Truck @ \$135.00/hr	135.00	337.50
3	(1) Truck OT RATE @ 202.50/ hr	202.50	607.50
	03/23/19- SATURDAY:		
8	(1) Truck OT RATE @ 202.50/ hr	202.50	1,620.00
	03/25/19:		
8	(1) Truck @ \$135.00/hr	135.00	1,080.00
5.5	(1) Truck OT RATE @ 202.50/ hr	202.50	1,113.75
8	(1) Truck @ \$135.00/hr	135.00	1,080.00

Total

Payments/Credit

Balance Due

24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance
High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines
Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry
Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping
Excavation Services • Emergency Sewer Bypass Pumping • Emergency Utility Services

85 000



**114 Hartley Road
Goshen, NY 10924**
Phone: (845)-294-8882
Fax: (845)-294-8883

Bill To

Invoice

City of Newburgh
Accts Payable
83 Broadway, 4th Floor
Newburgh, NY 12550

Date Invoice #
4/5/2019 53936

P.O. No.

Terms Net 30

Qty	Description	Rate	Amount
6.75	(1) Truck OT RATE @ 202.50/ hr	202.50	1,366.88
8	(1) Truck @ \$135.00/hr	135.00	1,080.00
5	(1) Truck OT RATE @ 202.50/ hr	202.50	1,012.50
	03/26/19:		
8	(1) Truck @ \$135.00/hr	135.00	1,080.00
4.25	(1) Truck OT RATE @ 202.50/ hr	202.50	860.63
8	(1) Truck @ \$135.00/hr	135.00	1,080.00
3.5	(1) Truck OT RATE @ 202.50/ hr	202.50	708.75
8	(1) Truck @ \$135.00/hr	135.00	1,080.00
5	(1) Truck OT RATE @ 202.50/ hr	202.50	1,012.50
	03/27/19:		
2.5	(1) Truck @ \$135.00/hr	135.00	337.50
8	(1) Truck @ \$135.00/hr	135.00	1,080.00
3.25	(1) Truck OT RATE @ 202.50/ hr	202.50	658.13
	03/28/19:		
8	(1) Truck @ \$135.00/hr	135.00	1,080.00
	03/29/19:		
2.25	(1) Truck @ \$135.00/hr	135.00	303.75
3	(1) Truck OT RATE @ 202.50/ hr	202.50	607.50
	Disposal	5,631.61	5,631.61
0.1	Disposal Markup @ 10%	5,631.61	563.16

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts.
Accounts are considered overdue on the 31st day past the invoice date.
You will also be liable for all legal and collection fees.

Total \$32,536.67
Payments/Credit \$0.00
Balance Due \$32,536.67

24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance
High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines
Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry
Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping
Excavation Services • Emergency Sewer Bypass Pumping • Emergency Utility Services

**CITY OF NEWBURGH BUREAU
OF AUDIT AND CONTROL
83 BROADWAY
NEWBURGH, NEW YORK**

VOUCHER

CLAIMANT'S NAME AND ADDRESS

TAM Enterprises, Inc.
114 Hartley Rd.
Goshen, NY 10924

PURCHASE ORDER NO.		
DATE RECEIVED		
FUND AND APPROP. CHARGED		AMOUNT
TOTAL		
VERIFIED	POSTED	
	APPN	CE

VOUCHER NO.

CHECK NO.

DATE PAID

TERMS

CLAIMANT'S INVOICE#

DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
4/15/19		See Attached		32,536.67
			TOTAL:	32,536.67

CLAIMANT'S CERTIFICATION

I, Amy Skurtis, CERTIFY THAT THE FOREGOING ACCOUNT IN THE AMOUNT OF \$ 32,536.67 IS TRUE AND CORRECT; THAT THE SERVICES AND DISBURSEMENTS CHARGED THEREIN WERE RENDERED TO OR FOR THE CITY OF NEWBURGH ON THE DATES STATED; THAT NO PART THEREOF HAS BEEN PAID OR SATISFIED; AND THAT THE AMOUNT CLAIMED IS ACTUALLY DUE..

4/19/19
DATE

HE DATES STATED; THAT N
A. Smith's

Abu: Assistant

06-1391475
L SECURITY # (9 DIGITS)

SPACE BELOW FOR CITY USE

DEPARTMENT APPROVAL

THE ABOVE SERVICES OR MATERIALS HAVE BEEN RENDERED
OR FURNISHED TO THE CITY OF NEWBURGH AND THE
CHARGES ARE CORRECT.

DATE _____

AUTHORIZED OFFICIAL

APPROVED FOR PAYMENT

I HEREBY APPROVE THIS CLAIM AND ORDER IT PAID FROM THE APPROPRIATIONS INDICATED ABOVE.

DATE _____

COMPTROLLER OR CITY MANAGER

Seneca Meadows Landfill
1786 Salcman Road
Waterloo, NY 13165

INBOUND CASH

000691 TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924-6511

SITE	TICKET	GRID	WEIGHMASTER			
01	00265235	WE	KRISTY			
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF	
03/21/19	03/21/19	08:19	11:15	TAM45		
REFERENCE			ORIGIN			
18-140			ORANGE			

Scale 1 Gross Wt. 70920 LB
Scale 3 Tare Wt. 38260 LB TRUCK EXPIRES / /
Net Weight 32660 LB LIC# CONTAINER

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
16.33	TON	B/R-CONTAM SOIL	27.500	449.08	0.00	449.08
1.00		DEC-ENV FEE	13.470	13.47	0.00	13.47
TAM # 66511 City of Newburgh						

Operating Hours Mon-Fri 6:00am-4:00pm. Sat 6:00am-11:30am.

This is to certify that this load does not contain any
hazardous materials, medical waste or liquids of any
type.

HAULER: 7873 TAM ENTERPRISES

ROUTE: 0-NONE

WW61 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

NET AMOUNT
462.55 TENDERED
462.55 CHANGE
0.00 CHECK NO.
OE#

Seneca Meadows Landfill
1786 Salcman Road
Waterloo, NY 13165

INBOUND CASH

000691 TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924-6511

SITE	TICKET	GRID		WEIGHMASTER	
01	00265236	WE		KRISTY	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
03/21/19	03/21/19	08:20	11:30	TAM43	
REFERENCE			ORIGIN		
18-140			ORANGE		

Scale 1 Gross Wt. 69540 LB
Scale 3 Tare Wt. 38960 LB TRUCK EXPIRES / /
Net Weight 30580 LB LIC# CONTAINER

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
15.29	TON	B/R-CONTAM SOIL	27.500	420.48	0.00	420.48
1.00		DEC-ENV FEE	12.610	12.61	0.00	12.61
TAM# 68117						

Operating Hours Mon-Fri 6:00am-4:00pm. Sat 6:00am-11:30am.

This is to certify that this load does not contain any
hazardous materials, medical waste or liquids of any
type.

HAULER: 7873 TAM ENTERPRISES
ROUTE: 0-NONE
WW6T1 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

NET AMOUNT
433.09
TENDERED
433.09
CHANGE
0.00
CHECK NO.
OE#

Seneca Meadows Landfill
1786 Salcman Road
Waterloo, NY 13165

INBOUND CASH

000691 TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924-6511

SITE	TICKET	GRID	WEIGHMASTE:			
01	00266552	WE	Morgan W			
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL O.	
03/25/19	03/25/19	08:28	09:04	TAM45		
REFERENCE			ORIGIN			
18-140			ORANGE			

Scale 1 Gross Wt. 70880 LB
Scale 3 Tare Wt. 38060 LB TRUCK EXPIRES / /
Net Weight 32820 LB LIC# CONTAINER

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
16.41	TON	B/R-CONTAM SOIL	27.500	451.28	0.00	451.28
1.00		DEC-ENV FEE	13.540	13.54	0.00	13.54
TAM# 606514 City of Newburgh (LAKE)						

Operating Hours Mon-Fri 6:00am-4:00pm. Sat 6:00am-11:30am.
This is to certify that this load does not contain any
hazardous materials, medical waste or liquids of any
type.

HAULER: 7873 TAM ENTERPRISES
ROUTE: NONE

WW6TI TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

NET AMOUNT
464.82
TENDERED
464.82
CHANGE
0.00
CHECK NO.
05#

Seneca Meadows Landfill
1786 Salcman Road
Waterloo, NY 13165

000691 TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924-6511

INBOUND CASH

SITE	TICKET	GRID	WEIGHMASTER
01	00266558	WE	Morgan W
DATE IN	DATE OUT	TIME IN	TIME OUT
03/25/19	03/25/19	08:32	09:33
REFERENCE		ORIGIN	
18-140		ORANGE	

Scale 1 Gross Wt. 72600 LB
Scale 3 Tare Wt. 39500 LB TRUCK EXPIRES / /
Net Weight 33100 LB LIC# CONTAINER DESCRIPTION

UNIT	RATE	EXTENSION	FEE	TOTAL
TON	27.500	455.13	0.00	455.13
B/R-CONTAM SOIL DEC-ENV FEE	13.650	13.65	0.00	13.65
TAM # 608120				
City of Newburgh (LAKED)				

Operating Hours Mon-Fri 6:00am-4:00pm. Sat 6:00am-11:30am.
This is to certify that this load does not contain any
hazardous materials, medical waste or liquids of any
type.

HAULER: 7873 TAM ENTERPRISES

DATE: 03/25/19

WW671 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767 SIGNATURE

NET AMOUNT
468.78
TENDERED
468.78
CHANGE
0.00
CHECK NO.
0000

Seneca Meadows Landfill
1786 Salcman Road
Waterloo, NY 13165

INBOUND CASH

000691 TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924-6511

SITE		TICKET		GRID		WEIGHMASTER	
01	00266556	WE	Morgan W				
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF		
03/25/19	03/25/19	08:31	09:26	TAM72			
REFERENCE				ORIGIN			
18-140				ORANGE			

Scale 1 Gross Wt.	92380 LB	TRUCK	EXPIRES	/ /
Scale 3 Tare Wt.	35660 LB	LIC#	CONTAINER	
Net Weight	56720 LB	DESCRIPTION		
28.36 1.00	TON	B/R-CONTAM SOIL DEC-ENV FEE	779.90 23.40	0.00 0.00
TAM # 69138		City of Newburgh (LAF)		

Operating Hours Mon-Fri 6:00am-4:00pm. Sat 6:00am-11:30am.
This is to certify that this load does not contain any
hazardous materials, medical waste or liquids of any
type.

HAULER: 7873 TAM ENTERPRISES

DATE: 03/25/19
TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

NET AMOUNT
803.30 TENDERED
803.30 CHANGE
0.00 CHECK NO.
NE#

000691 TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924-6511

000691 TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924

Scale 1 Gross Wt.	70100 LB	EXPIRES	/ /
Scale 3 Tare Wt.	39320 LB	TRUCK	
Weight	30780 LB	LIC#	CONTAINER
		DESCRIPTION	

Operating Hours Mon-Fri 6:00am-4:00pm. Sat 6:00am-11:30am.
This is to certify that this load does not contain any
hazardous materials, medical waste or liquids of any
type.

HAULER:
DOTITE.
WW6TI TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

NET AMOUNT	435.93	435.93	0.00
TENDERED		CHANGE	CHECK NO.

Seneca Meadows Landfill
1786 Salcman Road
Waterloo, NY 13165

INBOUND CASH

000691 TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924-6511

SITE	TICKET	GRID		WEIGHMASTER	
01	00267146	WE		Morgan W	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
03/26/19	03/26/19	09:02	10:37	TAM72	
REFERENCE		ORIGIN			
18-140		ORANGE			

Scale 1 Gross Wt. 110480 LB
Scale 3 Tare Wt. 35300 LB TRUCK EXPIRES / /
Net Weight 75180 LB LIC# CONTAINER

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
37.59	TON	B/R-CONTAM SOIL	27.500	1033.73	0.00	1033.73
1.00		DEC-ENV FEE	31.010	31.01	0.00	31.01

Operating Hours Mon-Fri 6:00am-4:00pm. Sat 6:00am-11:30am.

This is to certify that this load does not contain any
hazardous materials, medical waste or liquids of any
kind.

7873 TAM ENTERPRISES

OR NONE

REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE _____

NET AMOUNT
1064.74
TENDERED
1064.74
CHANGE
0.00
CHECK NO.
REF#

Seneca Meadows Landfill
1786 Salcman Road
Waterloo, NY 13165

INBOUND CASH

000691 TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924-6511

Scale 1 Gross Wt.

Scale 3 Tare Wt.

Net Weight
QTY

72080 LB

38040 LB TRUCK

34040 LB LIC# CONTAINER
DESCRIPTION

UNIT

17.02

1.00

TON

B/R-CONTAM SOIL
DEC-ENV FEE

EXPIRES / /

SITE	TICKET	GRID	WEIGHMASTER
01	00267145	WE	Morgan W
DATE IN	DATE OUT	TIME IN	TIME OUT
03/26/19	03/26/19	09:01	10:12
REFERENCE		TAM45	ORIGIN
18-140		ORANGE	

QTY:	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
17.02	TON	B/R-CONTAM SOIL	27.500	468.05	0.00	468.05
1.00		DEC-ENV FEE	14.040	14.04	0.00	14.04

Operating Hours Mon-Fri 6:00am-4:00pm. Sat 6:00am-11:30am.
This is to certify that this load does not contain any
hazardous materials, medical waste or liquids of any

NET AMOUNT
482.09
TENDERED
482.09
CHANGE
-0.00
CHECK NO.
CE#

7873 TAM ENTERPRISES

NAME

TACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

Seneca Meadows Landfill
1786 Salcman Road
Waterloo, NY 13165

INBOUND CASH

000691 TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924-6511

SITE	TICKET	GRID	WEIGHT
01	00267647	WE	Morgan W
DATE IN	DATE OUT	TIME IN	TIME OUT
03/27/19	03/27/19	07:47	08:33
REFERENCE		ORIGIN	
18-140		ORANGE	

Scale 1 Gross Wt. 83820 LB
Scale 3 Tare Wt. 41920 LB
Net Weight 41900 LB

TRUCK EXPIRES / /
LIC# CONTAINER DESCRIPTION

UNIT	RATE	EXTENSION	FEE	TOTAL
TON	27.500	576.13	0.00	576.13
	17.280	17.28	0.00	17.28
City of Newburgh (Lane) TAM # 08123				

Operating Hours Mon-Fri 6:00am-4:00pm. Sat 6:00am-11:30am.
This is to certify that this load does not contain any hazardous materials, medical waste or liquids of any type.

HAULER: 7873 TAM ENTERPRISES
DATE: 3/27/19

WW671 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767 SIGNATURE

[Signature]

NET AMOUNT
593.41 TENDERED
593.41 CHANGE
0.00 CHECK NO.
0E#

Seneca Meadows Landfill
1786 Salcman Road
Waterloo, NY 13165

INBOUND CASH

000691 TAM ENTERPRISES
114 HARTLEY RD
GOSHEN NY 10924-6511

SITE		TICKET		GRID		WEIGHMASTER	
01		00268257		WE		Morgan W	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF		
03/28/19	03/28/19	07:47	08:17	TAM43			
REFERENCE				ORIGIN			
18-140				ORANGE			

Scale 1 Gross Wt.	69120 LB	TRUCK	EXPIRES	/ /
Scale 3 Tare Wt.	39260 LB			
Net Weight	29860 LB	LIC#	CONTAINER	
UNIT	TON	DESCRIPTION	RATE	EXTENSION
14.93		B/R-CONTAM SOIL	27.500	410.58
1.00		DEC-ENV FEE	12.320	12.32
		FEE		TOTAL
		0.00		410.58
		0.00		12.32

City of Newburgh (Lanes)
TAM # 608124

NET AMOUNT
422.90
TENDERED
422.90
CHANGE
0.00
CHECK NO.
064

Operating Hours Mon-Fri 6:00am-4:00pm. Sat 6:00am-11:30am.
This is to certify that this load does not contain any
hazardous materials, medical waste or liquids of any

AB

7873 TAM ENTERPRISES

ORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB central number.

NAME OF CONTRACTOR ☒ SUBCONTRACTOR ☐

TAM Enterprises, Inc

ADDRESS

114 Hartley Road Goshen, NY 10924

OMB No.: 1215-01 OMB

PAYROLL NO.

FOR WEEK ENDING

3/24/19

PROJECT AND LOCATION

City of Newburgh

PROJECT OR CONTRACT NO.

Washington Lake

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO OF WITHHOLDING	(3) WORK CLASSIFICATION	OT OR ST	DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				Mon	Tues	Wed	Thur	Fri	Sat	Sun				GROSS	FEDERAL	STATE	OTHER	TOTAL DEDUCTIONS	
				3/18	3/19	3/20	3/21	3/22	3/23	3/24									
				HOURS WORKED EACH DAY															
Michael J Batz 1112 Delaware Ave Matamoras PA 18336 SS#3097	0	Teamster	o				4	3.75			7.75	\$ 99.11	\$ 2,122.54						
\$ 31.61 \$ 34.46	s			6.5	8	6				20.5	\$ 66.07								
Raymond Richner 3 Morris Ave Florida, NY 10921 SS#7472	0	Teamster	o				4.25	3			7.25	\$ 99.11	\$ 1,544.42						
\$ 31.61 \$ 34.46	s			2	8	2.5				12.5	\$ 66.07								
Terence Reynolds 300 Echo Lake Rd. New Hampton, NY 10958 SS#3999	0	Teamster	o						8		8	\$ 99.11	\$ 792.88						
\$ 31.61 \$ 34.46	s										\$ 66.07								

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gather and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 3/28/2019

I, Anthony Lasaponara President
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
TAM Enterprises, Inc.
114 Hartley Road, Goshen, NY 10924

that during the payroll period commencing on the 18 day of March 2019
ending the 24 day of March 2019

all persons employed on said project have been paid the full weekly wages earned, that no rebates
have been or will be made either directly or indirectly to or on behalf of said

TAM Enterprises, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as
amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described
below:

Medical and IRA

(2) That any payrolls otherwise under this contract required to be submitted for the above period
are correct and complete; that the wage rates for laborers, or mechanics contained therein are
not less than applicable wage rates contained in any wage determination incorporated into the
contract; that the classifications set forth therein for each laborer or mechanic conform with the work
he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists
in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of
Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the
above referenced payroll, payments of fringe benefits as listed in the contract

have been or will be made to appropriate programs for the benefit of such employees, except as
noted in Section 4 © below.

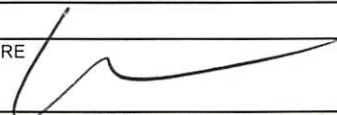
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ Each laborer or mechanic listed in the above referenced payroll has been paid, as
indicated on the payroll, an amount not less than the sum of the applicable basic hourly
wage rate plus the amount of the required fringe benefits as listed in the contract, except
as noted in section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
Anthony Lasaponara, Pres.	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.	

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB central number.

NAME OF CONTRACTOR ☒ SUBCONTRACTOR ☐ TAM Enterprises, Inc	ADDRESS 114 Hartley Road Goshen, NY 10924	OMB No.: 1215-01 OMB
--	---	----------------------

PAYROLL NO.	FOR WEEK ENDING 3/31/2019	PROJECT AND LOCATION City of Newburgh	PROJECT OR CONTRACT NO. Washington Lake
-------------	-------------------------------------	---	---

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING	(3) WORK CLASSIFICATION	OT	ST	DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK			
					Mon	Tues	Wed	Thur	Fri	Sat	Sun				GROSS	FEDERAL	STATE	OTHER	TOTAL DEDUCTIONS				
					3/25	3/26	3/27	3/28	3/29	3/30	3/31												
					HOURS WORKED EACH DAY																		
Michael J Batz 1112 Delaware Ave Matamoras PA 18336 SS#3097	0	Teamster	o	5	4.25	3.25	1.25				13.75	\$ 99.11	\$ 3,477.00										
			s	8	8	8	8				32	\$ 66.07											
Campbell House III 358 Arcadia Road Goshen, NY 10924 SS#6376	0	Teamster	o	6.75	3.5						10.25	\$ 50.00	\$ 1,045.78										
			s	8	8						16	\$ 33.33											
Raymond Richner 3 Morris Ave Florida, NY 10921 SS#7472	0	Teamster	o	5.5	5			3			13.5	\$ 99.11	\$ 2,708.94										
			s	8	8	2.5		2.25			20.75	\$ 66.07											

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gather and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 4/4/2019

I, Anthony Lasaponara President
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

TAM Enterprises, Inc.

114 Hartley Road, Goshen, NY 10924

that during the payroll period commencing on the 25 day of March 2019
ending the 31 day of March 2019

all persons employed on said project have been paid the full weekly wages earned, that no rebates

have been or will be made either directly or indirectly to or on behalf of said

TAM Enterprises, Inc.

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly

from the full wages earned by any person, other than permissible deductions as defined in

Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as

amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described

below:

Medical and IRA

(2) That any payrolls otherwise under this contract required to be submitted for the above period
are correct and complete; that the wage rates for laborers, or mechanics contained therein are
not less than applicable wage rates contained in any wage determination incorporated into the
contract; that the classifications set forth therein for each laborer or mechanic conform with the work
he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists
in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of
Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the
above referenced payroll, payments of fringe benefits as listed in the contract

have been or will be made to appropriate programs for the benefit of such employees, except as
noted in Section 4 © below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ Each laborer or mechanic listed in the above referenced payroll has been paid, as
indicated on the payroll, an amount not less than the sum of the applicable basic hourly
wage rate plus the amount of the required fringe benefits as listed in the contract, except
as noted in section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE

Anthony Lasaponara, Pres.

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR
OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND
SECTION 231 OF THE UNITED STATES CODE.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB central number.

NAME OF CONTRACTOR ☒ SUBCONTRACTOR ☐				ADDRESS				OMB No.: 1215-01 OMB												
TAM Enterprises, Inc				114 Hartley Road Goshen, NY 10924																
PAYROLL NO.		FOR WEEK ENDING 12/9/2018				PROJECT AND LOCATION Town of Montgomery				PROJECT OR CONTRACT NO.										
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO OF WITHHOLDING	(3) WORK CLASSIFICATION	OT OR ST	DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Mon	Tues	Wed	Thur	Fri	Sat	Sun				GROSS	FEDERAL	STATE	OTHER	TOTAL DEDUCTIONS		
				12/3	12/4	12/5	12/6	12/7	12/8	12/9										
HOURS WORKED EACH DAY																				
Raymond Richner 3 Morris Ave Florida, NY 10921 SS#7472	0	Teamster	o									\$ 99.11	\$ 297.32							
		\$ 31.61	s	4.5							4.5	\$ 66.07								
					\$ 34.46															

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gather and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 12/13/2018

I, Anthony Lasaponara President
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

TAM Enterprises, Inc.

114 Hartley Road, Goshen, NY 10924

that during the payroll period commencing on the 3 day of Dec 2018
ending the 9 day of Dec 2019

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

TAM Enterprises, Inc. _____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

Medical and IRA

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers, or mechanics contained therein are not less than applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract

have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 © below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4 (c) below.

(c) EXCEPTIONS

[illegible]

NAME AND TITLE

Anthony Lasaponara, Pres.

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

RESOLUTION NO.: 232 - 2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 74 HENRY AVENUE (SECTION 48, BLOCK 12, LOT 17)
AT PRIVATE SALE TO VLADIMIR BILENKY FOR THE AMOUNT OF \$75,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 74 Henry Avenue, being more accurately described as Section 48, Block 12, Lot 17 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 27, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
74 Henry Avenue	48 - 12 - 17	Vladimir Bilenky	\$75,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

74 Henry Avenue, City of Newburgh (SBL: 48-12-17)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2019-2020**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2019-2020**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$5,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Vladimir Bilenky

Proposal Form

Contact Information:

Name: Vladimir Bilenky
 Business Name (If Applicable): _____
 Address: 130 Lomala Lane
 City, State & Zip: Hopewell Junction NY 12533
 Home phone: 8458974591
 Business Phone: 9147607859
 Mobile Phone: 9147607859
 E-mail: vlado13872@gmail.com
 Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ___ No X

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No ___ N/A X (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ___ No ___ N/A X (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___
☐ Verified (Internal Office Use Only); Date Verified: _____

Please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): _____

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ___ No ___ (attach explanation) N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes ___ (attach explanation) No ___ N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach explanation) No X

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 74 Henry Avenue, Newburgh City 12550

S-B-L#: 48-12-17

Type of Project:

____ Single Family (includes a condominium unit)

 x Multi-Family (# of Units ²)

____ Mixed Use (Commercial & Residential - # of Residential Units ____)

For the property types listed above, will it be occupied by the purchaser: Yes X No

_____ Commercial _____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 75,000.00

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes X No

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 50,000.00

Who will be doing the work? x Self Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: _____

Architect: _____

Engineer: _____

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing: ☐ Personal Financial Statement
☒ Letter from Lender/Investor
☐ Personal or Business Bank Statement
☐ Evidence of project funding
☐ Developers should provide three years financial statements

What You Should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

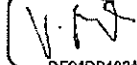
Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes ☐ No ☒

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

DocuSigned by:



DE91DB102AD94D5...

Signature

Date

Vladimir Bilenky

Print Name

8/25/2019

Submit Application to:

Department of Planning & Development
City Hall, 83 Broadway
Newburgh NY 12550

FROM THE DESK OF
Vladimir Bilenky

8/27/2019

David Kohl
Economic Development Specialist
City of Newburgh
Planning & Development
123 Grand Street, 1st Floor
Newburgh, NY 12550
(845)-569-7387

Re: 74 Henry Avenue, Newburgh, NY 12550

Dear Sir:

I am writing this letter to explain my circumstances and my intention to purchase the above referenced, renovate it and live in the house.

I currently own 126 and 130 Lomala Lane in Hopewell Junction with my wife who is also my real estate agent. My wife and I are getting divorced and I am moving out of 130 Lomala, where I currently reside. My other property, at 126, is a long term rental we own that is occupied. Our intention is to continue to rent to the tenant there long term. Also, it would not be desirable for me to live next door to my wife.

I am buying 74 Henry outright in cash and pulling money out of 130 Lomala Lane through a cash out/refinance with Mr. Cooper Mortgage Comapny. The cash out / refi has already been started and I have provided evidence of this with my offer. 130 Lomala has no existing mortgage, so the cash out / refi is not going to be an issue.

Sincerely,

Vladimir Bilenky



130 Lomala Lane, Hopewell Junction, NY 12533

(21)

Alliance Realty Group

Broker License Number: 31PE0879537

Offer to PurchaseDATE: 08/25/2019MLS# 494 5491PROPERTY: 74 Henry Ave, Newburgh, NYBUYER: Vladimir BilenkySELLER: City of Newburgh130 Lomela LaneHopewell Junction NY 12533\$ 75,000.00TOTAL SALES PRICE \$ none SELLER CONCESSION INCLUDED\$ 5,000.00

PAYMENT UPON SIGNING OF CONTRACT

\$ 70,000.00

BALANCE AT CLOSING

Contracts to be drawn and presented on or about ASAP. Transfer of Title to be complete on or about ASAP.The Purchaser(s) obligation to proceed to closing is contingent upon obtaining a Line of credit mortgage in the amount of \$ 130,000.00 at the prevailing rate of interest.

Seller(s) shall provide Purchaser(s) with copies of existing Certificates of Occupancy for all improvements, survey, if applicable, and all other Permits and Certifications that pertain to the property.

Contingency of Sale: Favorable home inspection, water, radon, septic and pest inspection. Subject to attorney approval.

Non-Real Estate Items Included in the Sale: _____

Other Agreements: _____

The parties acknowledge that CENTURY 21 ALLIANCE REALTY GROUP and River Realty are the Brokers who brought about their meeting of the minds and Seller(s) agrees to pay the Brokers Commission pursuant to the Listing Agreement. The Seller(s) authorizes and directs their attorney to effect the payment of the commission from the proceeds of the sale at the closing of titles.

Salesperson: Zuzana BilenkySalesperson License #: 40810988725Phone: 914 469 1594Email: ZBILENKY@OUTLOOK.COM

BUYER SIGNATURE: [Signature]

BUYER SIGNATURE: _____

Buyer Attorney: TBD

Salesperson: Lee A. Raphael

Salesperson License #: _____

Phone: 845 564-2800Email: Lraphael@riverrealty.com

SELLER SIGNATURE: _____

SELLER SIGNATURE: _____

Seller Attorney: _____

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Zuzana Bilenky (print name of licensee) of CEI Alliance Realty Group (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☐ Seller's agent

☐ Broker's agent

☐ Buyer as a (check relationship below)

☒ Buyer's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) Vladimir Bilenky acknowledge receipt of a copy of this disclosure form: signature of { ☒ } Buyer(s) and/or { ☐ } Seller(s):

[Signature]

Date: 08-25-19

Date: _____

Cross Property Agent Full w Tabs

Listing



MLS#: **4945491** **Active** List Price: **\$114,900**
 Addr: **74 Henry Avenue**
 PO: **Newburgh** County: **Orange County**
 City/Town: **Newburgh City** Zip: **12550-6309**
 Village: **None** Hamlet/Loc.:

P Type: **Multi-Family 2-4** Sub Type: **Detached**
 Sub/Devel: **55+ Comm: No**
 Lot Size: **0.0574** SqFt: **2,004** Wtr Access:
 Style: **Beds/Baths: 0/0**
 #1 BR: #2 BR: #3 BR: #4 BR: #Vac: #Units: **2**

Sch Dist: **Newburgh** Elem: **Magnet**
 Jr High: **Magnet** High: **NFA**

Recent: **06/27/2019 : PRC DECR : \$124,900->\$114,900**

Type of Unit: **Duplex**
 Basement: **Full**
 Siding Desc: **Wood**

Yr Blt: **1920 / Estimated** Yr Reno:
 Attic: **None**
 Cnstrction: **Frame**

Tax ID#: **331100.048.000-0012-017.000/0000**
 Addl Fees: **No**
 Avail Financing:

Tax: **\$5,660** Tax Year: **2019(Municipality)**
 Assmt: **\$112,700**
 Tenant Pay:

Heat Units: **2** Trash Exp:
 # Elec Mtrs: **2** Fuel Exp:
 # Gas Mtrs: **2** Ins Exp:

Wtr Exp: **Net Op Inc:**
 Maint Exp: **Grs Op Inc:**
 Other Exp: **Cap Rate:**
 Total Exp:

Amenities:
 Park Num/Desc: **/Driveway**
 Heat Zones/Type: **Hot Water, Steam**
 A/C: **None**
 Garbage: **Public**
 Bldg Features:
 Lot Description:

Elec Co:
 Fuel: **Oil Above Ground**
 Water: **Municipal**
 Sewer: **Municipal**

Public Remarks

Large two-family home on quiet city street. Located near most shopping, schools and amenities. Join in Newburgh's renaissance! City of Newburgh owned property. 30 Day First Look Policy - During this time, house is only available to owner occupants and second home buyers. All offers subject to final approval by City Council. Cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr: **E-Mail signed form to Showings@Riverrealty.com OR fax to 845-564-0700.**
 Access for Show: **Broker**
 Directions: **OVERLOOK PLACE TO RIGHT ON MONUMENT STREET, LEFT ON HENRY AVENUE.**

Appt Ph: **City Of Newburgh**
 Owner: **(37432) Lee A Raphael**
 LA: **(37432) Lee A Raphael**
 LA Email: **lraphael@riverrealty.com**
 LO: **(RIVMNG) River Realty Services, Inc.**
 CLA:
 CLA Email:
 CLO:
 SA: **0%** BA: **2.5%**

Appt Ph 2:
 REO: **Yes**
 LA Ph: **(845) 564-2800**
 LO Ph: **(845) 564-2800**
 CLA Ph:
 CLO Ph:
 BRA: **0%**
 DOM: **27**
 Org Price: **\$124,900**
 Mod/Excl: **NONE**
 List Dt: **05/31/2019**
 Expire Dt: **11/30/2019**
 Agr Type: **ERS**
 Nego Thru: **Listing Agent**
 \$/SqFt: **\$57.34**
 TOM Dt:
 OM Date:

Prepared By: Donna Challacombe

Date Printed: 06/27/2019

Property Address:		74 Henry Avenue, Newburgh	
Buyer Name:		Vladimir Bilenky	
REPAIR COST ESTIMATE AND SCHEDULE			
EXTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	TOTAL COST (MATERIALS + LABOR)
ROOF			0.00
GUTTERS/DOWNSPOUTS			0.00
WINDOWS		1000.00	2,000.00
DOORS		500.00	500.00
SIDING/TRIM/EXTERIOR PAINTING		200.00	200.00
FOUNDATION			0.00
STEPS, PORCHES, DECKS		2500.00	5,000.00
LANDSCAPING			0.00
OTHER:			0.00
EXTERIOR REPAIR SUBTOTAL		3,500.00	7,700.00
INTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION			0.00
REMEDIATION - LEAD AND/OR ASBESTOS			0.00
HEATING SYSTEM (FURNACES)		1000.00	1,000.00
HOT WATER HEATERS		1000.00	1,000.00
PLUMBING			0.00
ELECTRIC			0.00
BATH(S)		2000.00	5,000.00
KITCHEN(S)		10000.00	14,000.00
INSULATION/DRYWALL			0.00
INTERIOR DOORS			0.00
TRIM/INTERIOR PAINTING			0.00
FLOORING		5000.00	5,000.00
OTHER:		6000.00	6,000.00
INTERIOR REPAIR SUBTOTAL		12,000.00	32,000.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.			4500.00
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)		0.15	6,630.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)			50,830.00

Loan Estimate

DATE ISSUED 08/23/2019
APPLICANTS VLADIMIR BILENKY
130 LOMALA LN
HOPEWELL JUNCTION, NY 12533
PROPERTY 130 LOMALA LN
HOPEWELL JUNCTION, NY 12533
EST. PROP. VALUE \$450,000

LOAN TERM 15 years
PURPOSE Refinance
PRODUCT FIXED RATE
LOAN TYPE ☒ Conventional ☐ FHA ☐ VA ☐
LOAN ID# 0418618369
RATE LOCK ☐ NO ☒ YES, until 10/22/2019 5:00 PM CDT
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 09/13/2019 at 5:00 PM CST

Loan Terms		Can this amount increase after closing?
Loan Amount	\$130,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$953.47	NO
Prepayment Penalty	Does the loan have these features? NO	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1-15	
Principal & Interest	\$953.47	
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase over time</i>	+	0
Estimated Total Monthly Payment	\$953.47	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$775 a month	This estimate includes ☒ Property Taxes ☒ Homeowner's Insurance ☐ Other: See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.
		In escrow? NO NO

Costs at Closing		
Estimated Closing Costs	\$6,549	Includes \$5,172 in Loan Costs + \$1,377 in Other Costs - \$0 in Lender Credits. See page 2 for details.
Estimated Cash to Close	\$123,450	Includes Closing Costs. See Calculating Cash to Close on page 2 for details. ☐ From ☒ To Borrower

Closing Cost Details

Loan Costs

A. Origination Charges	\$3,037
1.571% of Loan Amount (Points)	\$2,042
ORIGINATION	\$995

B. Services You Cannot Shop For	\$612
APPRAISAL FEE	\$480
CREDIT REPORT	\$42
FLOOD CERTIFICATION	\$5
TAX SERVICING FEE	\$85

C. Services You Can Shop For	\$1,523
TITLE – LENDERS TITLE INSURANCE	\$725
TITLE – SETTLEMENT FEE	\$675
TITLE – TITLE ENDORSEMENTS	\$123

D. TOTAL LOAN COSTS (A + B + C) **\$5,172**

Other Costs

E. Taxes and Other Government Fees	\$1,265
Recording Fees and Other Taxes	\$255
Transfer Taxes	\$1,010

F. Prepaids	\$112
Homeowner's Insurance Premium (months)	
Mortgage Insurance Premium (months)	
Prepaid Interest (\$13.99 per day for 8 days @ 3.875%)	\$112
Property Taxes (months)	

G. Initial Escrow Payment at Closing

Homeowner's Insurance	per month for	mo.
Mortgage Insurance	per month for	mo.
Property Taxes	per month for	mo.

H. Other

I. TOTAL OTHER COSTS (E + F + G + H) **\$1,377**

J. TOTAL CLOSING COSTS **\$6,549**

D + I **\$6,549**
Lender Credits

Calculating Cash to Close

Loan Amount	\$130,000
Total Closing Costs (J)	-\$6,549
Estimated Total Payoffs and Payments	-\$1
Estimated Cash to Close ☐ From ☒ To Borrower	\$123,450

Estimated Closing Costs Financed
(Paid from your Loan Amount) **\$6,549**

Additional Information About This Loan

LENDER	NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER	MORTGAGE BROKER
NMLS / ____ LICENSE ID	2119	NMLS / ____ LICENSE ID
LOAN OFFICER	JOHN AARON HENKEL	LOAN OFFICER
NMLS / ____ LICENSE ID	1013591	NMLS / ____ LICENSE ID
EMAIL	JOHN.HENKEL@MRCOOPER.COM	EMAIL
PHONE	(469) 426-3660	PHONE

Comparisons	Use these measures to compare this loan with other loans.	
In 5 Years	\$62,492	Total you will have paid in principal, interest, mortgage insurance, and loan costs.
	\$35,271	Principal you will have paid off.
Annual Percentage Rate (APR)	4.328%	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	32.105%	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations	
Appraisal	We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.
Assumption	If you sell or transfer this property to another person, we ☐ will allow, under certain conditions, this person to assume this loan on the original terms. ☒ will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than 15 days late, we will charge a late fee of 2% of the overdue monthly principal and interest payment.
Loan Acceptance	You do not have to accept this loan because you have received this form or signed a loan application.
Liability after Foreclosure	Taking this loan could end any state law protection you may currently have against liability for unpaid debt if your lender forecloses on your home. If you lose this protection, you may have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
Refinance	Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.
Servicing	We intend ☒ to service your loan. If so, you will make your payments to us. ☐ to transfer servicing of your loan.

Notice of Intent to Proceed with Loan Application

BILENKY
Loan #: 0418618369
MIN: 100397204186183692

Date: AUGUST 23, 2019

Originator: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER

Borrower(s): VLADIMIR BILENKY

Property Address: 130 LOMALA LN, HOPEWELL JUNCTION, NY 12533

NOTE: SIGN THIS FORM ONLY IF YOU WISH TO PROCEED WITH THE LOAN APPLICATION COVERED BY THE LOAN ESTIMATE. IF YOU WISH TO PROCEED, PLEASE RETURN A SIGNED AND DATED COPY OF THIS NOTICE OF INTENT TO PROCEED TO THE LOAN ORIGINATOR.

Each of the undersigned Borrower(s), having received a copy of a Loan Estimate ("LE"), dated AUGUST 23, 2019, hereby expresses his or her intention to continue with the loan application covered by the LE.

Vladimir Bilenky 8/27/2019
- BORROWER - VLADIMIR BILENKY - DATE -

Property Proposal Summary

Location: 74 Henry Avenue (on the north side between Monument and South Lander)

Tax Map Number: 48-12-17

Property Class: 220 – 2-Family Residence

Zoning: RL— Residential Low Density; EEHD—East End Historic District

Description: 2-story detached building. Year built: 1890 +/-; 2004sf; lot size—25 x 100.

Condition: Average/Fair

Assessed Value: \$115,400

Estimated Annual Taxes: \$ 5,729 +/-

Selling Price: \$ 114,900

The city acquired this property: April 2017

Offer Information:

Name: Vladimir Bilenky

Offer Price: **\$ 75,000**

Construction Estimate: \$ 50,000 +/-

Proof of Financing: Nationstar Mortgage (cash-out/refinance from property at 130 Lomala Lane, Hopewell Junction, NY).

Comments: The purchaser currently lives in Hopewell Junction. As he states on his PODA form, he is going through a divorce. He plans to move to Newburgh and use the equity from one of the two houses he owns in Hopewell Junction to finance the purchase and renovation of the Henry Avenue property. He is a professional contractor and plans to oversee the renovation of this property. Mr. Bilenky plans to live in one unit and rent out the other unit.

This house has been on the market since May 31, 2019. The broker has been striving to find an owner-occupant purchaser for the property. This is the best and strongest offer that the broker has received from an occupant purchaser.





Interior Photos



RESOLUTION NO.: 233 - 2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 39 AVOCA STREET (SECTION 44, BLOCK 3, LOT 34)
AT PRIVATE SALE TO JAMES MICHAEL FOR THE AMOUNT OF \$19,750.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 39 Avoca Street, being more accurately described as Section 44, Block 3, Lot 34 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 27, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
39 Avoca Street	44 - 3 - 34	James Michael	\$19,750.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

39 Avoca Street, City of Newburgh (SBL: 44-3-34)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2019-2020**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2019-2020**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

ACKNOWLEDGED AND AGREED

Date: _____

James Michael

Proposal Form

Contact Information:

Name: James Michael
Business Name (If Applicable): The Pyramid Group
Address: 45-07 40th Street
City, State & Zip: Long Island City
Home phone: _____
Business Phone: (718) - 752 - 1600
Mobile Phone: (718) - 690 - 5859
E-mail: Jmichael4303@yahoo.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own - as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ___ No X

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No ___ N/A X (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ___ No ___ N/A X (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___
☐ Verified (Internal Office Use Only); Date Verified: _____

Please list **all** of the addresses of properties you own - as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): _____

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ___ No ___ (attach explanation) N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes ___ (attach explanation) No ___ N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach explanation) No X

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 39 Avoca St. Newburgh NY 12550

S-B-L#: 44-3-34

Type of Project:

_____ Single Family (includes a condominium unit)

2 Multi-Family (# of Units 2)

____ Mixed Use (Commercial & Residential - # of Residential Units ____)

For the property types listed above, will it be occupied by the purchaser: Yes X No

____ Commercial ____ Industrial

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 19,750

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No ☐

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ Approx 8100-150,000

Who will be doing the work? X Self Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: Self (Pyramid Construction Corp.)
Architect: Billian Rene Wiedenmayer
Engineer: Emil Michael

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing: ☒ Personal Financial Statement
☒ Letter from Lender/Investor
☒ Personal or Business Bank Statement
☐ Evidence of project funding
☐ Developers should provide three years financial statements

What You Should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes ☐ No ☒

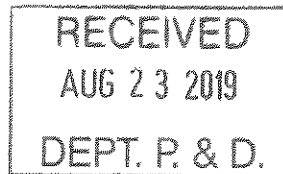
INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Signature  Date 8-21-2019
Print Name James Michael

Submit Application to:

Department of Planning & Development
City Hall, 83 Broadway
Newburgh NY 12550



August 21, 2019

Hello Mr. Kohl,

Thank you for touring the property for us last week. Please accept this application for the bid of 39 Avoca Street.

I am proposing to rehab the current property as is. There will be no major changes structurally and I will be complying with all city zoning regulations. The current building has two units and we will just be renovating the interior and rehabilitating the exterior.

Attached is an estimate of \$100,000-\$150,000. Please keep in mind; this is an estimate including all labor and materials. Being that I will be doing most of the work independently, save for the licensed electrician and plumber, this will save approximately 25-30% of the total costs bringing the estimate closer to around \$100,000.

The timeline for the exterior will take between 4-6 months, starting in October of 2019. The timeline for the interior renovations will take 10-12 months bringing the completed project to close hopefully by February 2021.

Attached you will find before and after photos of work that I've personally done. I have over 10 years contracting experience, mainly interior renovations with The Pyramid Group Property Management and Construction teams.

Due to the current real estate value of like properties in Newburgh, a finished building would value at \$120,000-\$140,000. This is why I am bidding an offer of \$19,750.

All renovations will occur in accordance with the guidelines set forth by the City of Newburgh, including all permits and insurance.

Please feel free to contact me with any questions or concerns. Cell. 718.690.5859

Sincerely,

James Michael

A handwritten signature in black ink, appearing to read "James Michael", with a stylized flourish at the end.

Property Address:	39 Avoca	Estimated Start Date: October 2019
Buyer Name:	James Michael	
REPAIR COST ESTIMATE AND SCHEDULE		
EXTERIOR		TOTAL COST (MATERIALS + LABOR)
ROOF		14000.00
GUTTERS/DOWNSPOUTS		1500.00
WINDOWS		6500.00
DOORS		700.00
SIDING/TRIM/EXTERIOR PAINTING		5000.00
FOUNDATION		0.00
STEPS, PORCHES, DECKS		800.00
LANDSCAPING		0.00
OTHER:		0.00
EXTERIOR REPAIR SUBTOTAL		42000.00
INTERIOR		TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION		3000.00
REMEDIATION - LEAD AND/OR ASBESTOS		3000.00
HEATING SYSTEM (FURNACES)		23000.00
HOT WATER HEATERS		8000.00
PLUMBING		20000.00
ELECTRIC		10000.00
BATH(S)		7000.00
KITCHEN(S)		7000.00
INSULATION/DRYWALL		4000.00
INTERIOR DOORS		1000.00
TRIM/INTERIOR PAINTING		3000.00
FLOORING		10000.00
OTHER:		
INTERIOR REPAIR SUBTOTAL		100000.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.		5000
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)		14800.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)		161900.00

Wells Fargo Combined Statement of Accounts

Primary account number: [REDACTED] Jul 14, 2019 – Aug 14, 2019 Page 1 of 9

WELLS
FARGO

RECEIVED
AUG 23 2019
DEPT. P. & D.

JAMES MICHAEL
3243 86th STREET
EAST ELMHURST, NY
11369

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-

F) Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (114)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	☐	Direct Deposit	☐
Online Bill Pay	☐	Auto Transfer/Payment	☐
Online Statements	☐	Overdraft Protection	☐
Mobile Banking	☐	Debit Card	☐
My Spending Report	☐	Overdraft Service	☐

Summary of accounts Checking/Prepaid and Savings

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Wells Fargo Way2Save [®] Checking	2	[REDACTED]	18,047.77	15,962.38
Wells Fargo Way2Save [®] Savings	7	[REDACTED]	64,229.98	64,579.63
Total deposit accounts			\$82,277.75	\$80,542.01

Re: 39 Avoca Street Newburgh, NY 12550

August 27, 2019

To Whom It May Concern:

This letter guarantees that I, Mary Michael, mother of James Michael will gift James the necessary funds towards the complete renovations of 39 Avoca Street.

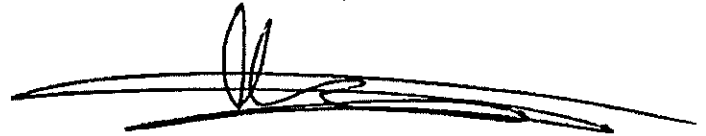
I will gift James increments of \$20,000 as necessary, up to \$60,000 total, in cash.

Please see my attached bank statement for your review.

Should you have any questions or concerns, feel free to contact me.

Thank you for considering James' bid for this property, he will make a great impression on the City of Newburgh.

Sincerely,

A handwritten signature in black ink, appearing to be 'Mary Michael', written over a horizontal line.

Mary Michael
30-66 41st Street
Astoria, NY 11103
917.319.9122



Court Square Place, 24-01 44th Road
Long Island City, NY 11101, USA

RETURN SERVICE REQUESTED

MARY MICHAEL
30-66 41ST STREET APT 2
ASTORIA, NY 11103

Statement Ending 06/30/2019

MARY MICHAEL

Page 1 of 8

Member Number: [REDACTED]

Managing Your Accounts

Corporate Headquarters
Court Square Place
24-01 44th Road
Long Island City, NY 11101,
USA
Phone Number +1 347-686-6000
Email Address email@unfcu.com
Online Access www.unfcu.org

Summary of Accounts

Account Type	Account Number	Ending Balance
Membership Savings Account	1030580750001	\$90,373.42
Premium Checking Plus Account	1030580750002	\$5,720.30
Total Current Value		\$96,093.72
Loan Account	Account Number	Ending Balance
Signature Direct Loan	20001148906	\$43,746.20
Unsecured Auto Loan	1030580750004	\$5,032.24
Home Improvement Loan	1030580750006	\$60,754.96
Checking Line of Credit	1030580750003	\$437.71
Total Current Value		\$109,971.11

Membership Savings Account-1030580750001

Account Summary

Date	Description	Amount
06/01/2019	Beginning Balance	\$90,073.39
	1 Credit(s) This Period	\$300.03
	0 Debit(s) This Period	\$0.00
06/30/2019	Ending Balance	\$90,373.42

Dividend Summary

Description	Amount
Annual Percentage Yield Earned	0.50%
Dividend Days	30
Dividend Earned	\$300.03
Dividend Paid This Period	\$300.03
Dividend Paid Year-to-Date	\$900.19

Account Activity

Post Date	Description	Debits	Credits	Balance
06/30/2019	Credit Interest		\$300.03	\$973.42

Premium Checking Plus Account-1030580750002

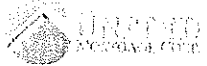
Account Summary

Date	Description	Amount
06/01/2019	Beginning Balance	\$5,626.40
	19 Credit(s) This Period	\$9,435.41
	96 Debit(s) This Period	\$9,341.51
06/30/2019	Ending Balance	\$5,720.30

Dividend Summary

Description	Amount
Annual Percentage Yield Earned	2.25%
Dividend Days	30
Dividend Earned	\$3.61
Dividend Paid This Period	\$3.61
Dividend Paid Year-to-Date	\$21.42





Pre-Qualification Letter

Date: 08/28/2019
Borrower(s): James Michael
Address:

Congratulations! United Mortgage Corp. is pleased to provide its Pre-Qualification of your request to finance the purchase of the "To Be Determined" property. The purchase price of \$ was used to determine the proposed financing:

Loan Program:

Property # of Units: 2
Base Loan Amt: 100,000.00
Monthly Taxes: 200.00
Monthly Insurance: 120.00

Occupancy Type

This Pre-Qualification is based on the information you have voluntarily supplied to us, including a review of your:

☒ Credit Report ☒ Income ☒ Assets ☐ Other

Please be advised that this Pre-Qualification is conditioned upon receipt and verification of the following documents:

1. Satisfactory verification of the property value and condition (appraisal).
2. Title Report & Survey.
3. Fully Executed Contract of Sale.
4. Underwriting re-verification and approval of all information supplied.

Please also note that as we evaluate the information provided from above we may require further clarification or supporting detail and documentation from you in order to render a final decision.

This Pre-Qualification is not a Commitment Letter. At this time the property appraisal has not been ordered. A Commitment Letter will be issued only after a full application has been submitted and all required documentation has been approved. The terms and conditions of your loan will be specified in that Commitment Letter. If for any reason the information that you have presented to us is determined to be inaccurate, United Mortgage Corp., reserves the right to not issue a Commitment Letter. This Pre-Qualification will expire on **10/12/2019**.

Sincerely,

Emanuel G Catechis

(O) (347) 491-5140 (C)

ecatechis@unitedmortgage.com

NMLS ID # 40972

United Mortgage Corp. | Licensed Mortgage Bankers
2620 Ditmars Blvd Ground Floor, Astoria, NY 11105

Licensed Mortgage Banker-NYS Department of Financial Services, License #BS00338; CT Licensed Lender, CT Department of Banking, License #8034 d/b/a UMC Mortgage Company; Licensed Mortgage Lender, FL Office of Financial Regulation, License # 110700433 d/b/a UMC Mortgage Company; Licensed by the NH Banking Department, License # 11422-MB d/b/a United Global Mortgage; Licensed by the NJ Department of Banking and Insurance License #9009065; Mortgage Lending License # 22872, Licensed by the Colorado Division of Real Estate, for the status of your CO mortgage loan originator, visit <http://www.dora.state.co.us/final-estate/index.htm>; Licensed by the Department of Business Oversight under the California Residential Mortgage Lending Act d/b/a UMC Mortgage Company; Licensed Mortgage Banker by The TX Department of Savings and Mortgage Lending (see below); Tennessee Department of Financial Institutions, License # 3290; South Carolina State Board of Financial Institutions, License #MLS-1330; Mortgage Qual Authority License, District of Columbia - Dept of Insurance, Securities and Banking, MLB1330; MI Office of Financial and Insurance Regulation, License #FR0012093 d/b/a UMC Mortgage Company; Indiana Department of Financial Institutions, License # 11046 d/b/a UMC Mortgage Company; Licensed by NC Commissioner of Banks, License # L-124405; Licensed by Maine Bureau of Consumer Credit, License # SLM9552; Minnesota Residential Mortgage Servicer, License # MN-MS-1330; Illinois Office of Bank And Real Estate, Residential Mortgage License, License # MB.6760930 d/b/a UMC Mortgage Company; Licensed by DE Office of the State Bank Commissioner, License # 8799; Licensed by the MD Office of the Commissioner of Financial Regulation, License #19816. For company and MLO licensing information: <http://www.nmlsconsumeraccess.org/>

Property Proposal Summary

Location: 39 Avoca Street (east side between Benkard Avenue & Renwick Street)

Tax Map Number: 44-3-34

Property Class: 220 – 2-Family Residence

Zoning: RL— Residential Low Density; EEHD—East End Historic District

Description: 2-story frame building. Year built: 1900+/-; 1297sf; lot size—25 x 88.

Condition: Poor

Assessed Value: \$ 39,500

Estimated Annual Taxes: \$ 1,961+/-

Selling Price: \$ 19,750 @ 50%

The city acquired this property: August 2018

Offer Information:

Name: James Michael

Offer Price: **\$ 19,750**

Construction Estimate: \$139,500 +/-

Proof of Financing: TD Bank account, funding from parent (gift letter), United Mortgage Corp. Pre-Approval (back-up funding source, if needed)

Comments: Mr. Michael has been interested in relocating to Newburgh ever since his sister, Sarah Michael, brought him and his father to Newburgh. Sarah just purchased a building from the City of Newburgh at 31 Lutheran Street. Her brother wishes to follow in her footsteps. Once it is renovated, he plans to live in this 2-family home and possibly make other investments in the City of Newburgh. He and other members of his family are experienced developers in the greater New York City area.

39 Avoca was severely fire-damaged in 2012. It has been abandoned ever since. The building now stands as an eyesore for this improving neighborhood.





Interior Photos



RESOLUTION NO. 234 - 2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION AUTHORIZING A TWELVE MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 199 SOUTH STREET
(SECTION 18, BLOCK 1, LOT 3) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 199 South Street, more accurately described as Section 18, Block 1, Lot 3 on the Official Tax Map of the City of Newburgh, by deed dated March 14, 2016; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about March 14, 2019; and

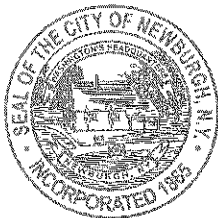
WHEREAS, in accordance with Paragraph 5 of the Terms of Sale, the City Manager has granted the allowable 3 month extension from the original date of March 14, 2019, which expired on June 14, 2019; and

WHEREAS, David Fishel, the owner of property located at 199 South Street in the City of Newburgh, has been unable to comply with the deadlines, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that David Fishel be granted a twelve (12) month extension to rehabilitate the premises known as 199 South Street in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before September 23, 2020, that being twelve (12) months from the date of this Resolution.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

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

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

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

MEETING DATE: August 28, 2019

SUBJECT: 199 South Street, Request for Extension



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

Thank you.

Resto, Autumn

From: Kohl, David
Sent: Friday, June 21, 2019 10:59 AM
To: Resto, Autumn; Horton, William
Subject: RE: 199 South Street - Extension to Rehab

To All -

Mr. Fishel is asking for additional time to complete the renovation work at 199 South Street.

He has been admittedly slow to start the renovation due to contractor issues, weather-related problems and unexpected construction delays. But in the past year he has made demonstrable progress.

Though I disagree with his characterization of his communications with the building department, I do believe that he has showed renewed commitment to completing the project. I wish he had submitted a more detailed timeline of the work that he intends to accomplish in the coming year. Nevertheless, I would recommend an extension of up to one year. Hopefully, the building will be completed. If not, we will have to review his progress - or lack of progress - once again.

David Kohl
Economic Development Specialist
City of Newburgh
Planning & Development
123 Grand Street, 1st Floor
Newburgh, NY 12550
(845)-569-7387

-----Original Message-----

From: Resto, Autumn
Sent: Friday, June 21, 2019 10:27 AM
To: Horton, William <WHorton@cityofnewburgh-ny.gov>; Kohl, David <DKohl@cityofnewburgh-ny.gov>
Subject: FW: 199 South Street - Extension to Rehab

Good Morning, Friendly reminder to please provide a response for the attached request. I just received a call Mr. Fishel checking on the status.

Thank you,

Autumn Resto
Secretary to Corporation Counsel
City of Newburgh
83 Broadway – City Hall
Newburgh, NY 12550
T: (845) 569-7335
F: (845) 569-7338
E: AResto@cityofnewburgh-ny.gov

RESOLUTION NO.: 235 - 2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH COLBY KENNELS
TO PROVIDE FOR BOARDING SERVICES FOR DOGS IN
THE CUSTODY OF THE CITY OF NEWBURGH**

WHEREAS, as mandated by the Agriculture & Markets Law of New York State, the Animal Control Unit must have caregivers for the dogs taken into the custody of the City of Newburgh; and

WHEREAS, Colby Kennels has submitted a revised proposal to provide boarding services such as clean housing, feeding and rehabilitation of dogs in the custody of the City of Newburgh; and

WHEREAS, this Council has reviewed the revised proposed agreement with Colby Kennels and has determined that entering into the same would be in the best interests of the City of Newburgh, its citizens and the animals alike;

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, in substantially the same form annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, with Colby Kennels to provide boarding services for the dogs in the custody of the City of Newburgh.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **COLBY KENNELS**, a firm with principal offices at 1090 Route 94, Vails Gate, New York 12584 hereinafter referred to as “**VENDOR**.”

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter “Department Head”).

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning as of October 1, 2019, and ending September 30, 2020. This contract may be renewed by the City for each of five (5) successive one-year terms.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further

represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies that the prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition; and that no attempt has been made or will be made by VENDOR to induce any other person, partnership,

corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. NON-EXCLUSIVITY, ASSIGNMENT AND SUBCONTRACTING

The parties recognize and agree that VENDOR is providing specialized professional services to assist CITY in performing its obligations under the Agricultural & Markets Law and other state and local laws, rules and regulations; and that VENDOR will provide its services in accordance with same. The parties agree that this agreement is non-exclusive, and that CITY shall be entitled to secure the same services and/or goods from another vendor as provided by VENDOR hereunder

at any time including during the term of this Agreement.

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage of a minimum of \$2,000,000 per occurrence, naming the City as additional insured, and other insurance with stated minimum coverages, as required by law: Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under commercially-available policies of insurance.

If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the

purposes of set-off in sufficient sums to cover such loss or damage.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

Either party may, by written notice to the other effective ninety (90) days after mailing, terminate this Agreement in whole or in part at any time (i) for convenience, (ii) upon the failure of a party to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 22. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

{THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK}

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

COLBY KENNELS

BY: _____
Joseph P. Donat,
City Manager
Per Resolution No.

BY: _____
Title:

DATE: _____

DATE: _____

APPROVED:

TODD VENNING
CITY COMPTROLLER

MICHELLE KELSON
CORPORATION COUNSEL

SCOPE OF SERVICES / FEES & EXPENSES

COLBY KENNELS shall take temporary custody of dogs brought to the kennel by the CITY OF NEWBURGH ANIMAL CONTROL officer, or by any police officer or other authorized officer, official, agent or employee of City of Newburgh. Colby Kennels will provide shelter, food, treatment and care, and shall otherwise serve the needs of all such dogs as required by the Agriculture and Markets Law of the State of New York, and by the laws, rules, regulations and policies of the City Of Newburgh and its officials and officers in connection therewith. No police officer or other authorized officer, official, agent or employee of the City of Newburgh is to disclose to anyone inquiring about a dog that it is at Colby Kennels. Anyone inquiring about the whereabouts or getting their dog back MUST go through Lt. Christina Schluter.

All dogs MUST be vaccinated for Rabies, DHLPP and Bordetella and arrive at the kennel with the appropriate records. All dogs must also be checked for fleas and flea medication administered before coming to the kennel.

Colby Kennels will NOT accept a dog from the City of Newburgh without the proper vaccination paper work.

EXCEPTION – RABIES QUARANTINE dogs do not need vaccinations.

Colby Kennels has the right to deny an aggressive dog from entering the kennel that it determines to be a liability to the staff and clients.

All dogs must be brought to and picked up during Colby Kennels office hours:

Monday thru Friday 8 am to 12 noon and 4 pm to 5 pm

Saturday 8 am to 12 noon

The office is closed Saturday afternoons, Sundays and major holidays.

For each dog brought to or caused to be placed in the physical custody of Colby Kennels by the City of Newburgh, Colby Kennels shall be paid a one-time fee as follows:

- A. For each dog determined to be suitable for adoption, the daily fee will be \$28.00 until the dog is spayed/neutered.
- B. For each such dog determined to be unsuitable for adoption, the daily fee will be \$28.00 and the dog MUST be removed as soon as possible after the 7 day hold period.
- C. For each dog held for 10- day RABIES QUARANTINE, the daily fee will be \$28.00 until the dog is removed.
- D. Once a suitable dog has been spayed or neutered and returns to Colby Kennels, the daily fee will be \$18.00 until the dog is removed.
- E. Colby Kennels will bill the City of Newburgh for all dogs in it's care the first of every month and must be paid in full within 21 days.

- F. No more than six (6) dogs may be left in the custody of Colby Kennels at any one time without the consent of Colby Kennels Manager Mabel Finley and/or Linda Jobson, Owner.
- G. Lt. Christina Schluter; no other person or entity; shall be responsible for determining whether each such dog is suitable for adoption and shall be responsible for the tasks associated with the adoption/transfer of such dogs.

RESOLUTION NO.: 236 - 2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION ACCEPTING A DONATION OF
PROFESSIONAL ENGINEERING SERVICES FROM CLARK PATTERSON LEE
SUPPORTING THE CITY MATCH FOR A NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION
ENVIRONMENTAL PROTECTION FUND GRANT
THROUGH THE CONSOLIDATED FUNDING APPLICATION FOR
THE DELANO-HITCH RECREATION PARK IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh applied for a New York State Office of Parks, Recreation and Historic Preservation Environmental Protection Fund Grant through the 2019 Consolidated Funding Application in support of the Delano-Hitch Recreation Park Improvements Project (the "Project"); and

WHEREAS, the Environmental Protection Fund grant requires a City match which can be in the form of in-kind services; and

WHEREAS, Clark Patterson Lee has prepared a conceptual plan for the Project and offered to donate the cost of the professional engineering services in the amount of \$20,000.00 to the City of Newburgh; and

WHEREAS, the City Council finds that accepting the donation of services 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 accept the donation of the professional engineering services from Clark Patterson Lee with the appreciation and thanks of the City of Newburgh.

NYS Consolidated Funding Application
Legal Name of Applicant: City of Newburgh
Project Name: Improvements to DelanoHitch Recreation Park
Application Number 91604
Registration Email: victorcornelius@aol.com
File created July 25, 2019 - 04:42 PM
Application finalized on July 25, 2019 - 04:40 PM

Region

Mid-Hudson

Questionnaire Questions & Answers

Threshold

Environmental Protection Fund: Parks, Preservation and Heritage Grants

Q_9666 Have you read the 2019 CFA Guidance Document for this grant program, which can be found in the CFA Resource Manual or [by clicking here](#) ?

Yes

Q_5757 Is the applicant a municipality, public authority, public benefit corporation, or a State agency OR is the applicant a Not-for-Profit organization formed pursuant to or subject to the Not-for-Profit Corporation Law and qualified for tax-exempt status under the Federal Internal Revenue code and prequalified in the Grants Gateway?

Yes

Q_6376 Does the project meet one or more of the following descriptions?

- A Park project for the development or improvement of park and/or recreational facilities to preserve, rehabilitate or restore lands, waters or structures for park, recreation or conservation purposes.
- A Historic Preservation project to improve, restore or rehabilitate property listed or currently proposed for listing on the State or National Register of Historic Places to protect the historic, cultural or architectural significance thereof.
- A Heritage Area project to develop a site or facility identified in the approved management plan for a state-designated Heritage Area.
- A project to acquire property necessary for a Park, Historic Preservation or Heritage Area project described above.
- A stand-alone planning project for planning or structural assessment necessary for a Park, Historic Preservation or Heritage Area project described above.

Yes

Q_6896 Does the applicant own in fee, or have an ownership interest in the property (deed, lease, operating agreement, contract of sale, option agreement, letter of intent from the seller/donor, or--for stand-alone planning grants--permission of the owner to access the property for the purposes of this project)?

Yes

Q_10067 If parties other than the applicant own or have some ownership interest in the property, are those parties aware of this application? AND, if the application is successful and the grant requires it, have those parties agreed to (a) provide a letter granting full access to the property as needed for the project, (b) sign the project agreement, (c) execute documents, such as a Conservation Easement, Preservation Covenant or Public

Access Covenant, establishing long-term protections for the property, (d) be subject to State Alienation Law, and (e) execute documents subordinating their interest in the property? If the applicant is full fee simple owner and no other party has an ownership interest or lien in the property, answer "Yes."

Yes

Q_6899 Is the applicant able to provide the required match, and make expenditures prior to receiving reimbursements from the grant funds if an award is made?

Yes

Q_5760 Is this project for the acquisition of substitute property to satisfy the requirements for State alienation or Federal conversion?

No

Location

Q_3527 US Congressional District where the project is located. (This questions value will be filled automatically, based on the project address, when the application is finalized.)

18

Q_928 Project Street Address: Please input the project street address (**Street Number and Street Name only**).

If the project has multiple locations, please input the primary street address of the project. If the project does not have a definite street address, please input the approximate street address of the project (Street Number and Street Name only).

401 Washington St.

Q_565 Project City

Newburgh

Q_972 Project county or counties.

Orange

Q_568 Project State

NY

Q_572 Project Latitude (This questions value will be filled automatically, based on the project address, when the application is finalized.)

41.49837960800005

Q_573 Project Longitude (This questions value will be filled automatically, based on the project address, when the application is finalized.)

Q_184 NYS Assembly District where the project is located. (This questions value will be filled automatically, based on the project address, when the application is finalized.)

104

Q_190 NY Senate District where the project is located. (This questions value will be filled automatically, based on the project address, when the application is finalized.)

39

Q_1034 Project ZIP Code. (please use ZIP+4 if known)

12550

Q_616 For more than one project location, please provide full address(es) for each location. If Not Applicable, indicate "NA".

NA

Basic

General Project Information

Q_550 If you are a DBA, what is your DBA name?

No Answer

Q_549 Type of Applicant (select all that apply)

City

Q_556 Select an applicant ID type from the list below that you normally use to identify your organization on application forms.

Federal Tax ID Number

Q_2655 Based on your selection from the previous question, enter your applicant ID number. (Please do not provide your social security number).

14-6002329

Q_969 If you are a business, have you been certified as a New York State Minority or Women-owned Business Enterprise (MWBE)?

N/A

Applicant

	Answer
Legal Name	City of Newburgh
Applicant First Name	Joseph
Applicant Last Name	Donat
Street Address	83 Broadway
City	Newburgh
State	NY
Zip Code (use ZIP+4 if known)	12550
Telephone Number (include area code)	(845) 569-7301
Email Address	JDonat@cityofnewburgh-ny.gov

Contacts

	Primary Contact	Contact Authorized to Execute Contract if Awarded	Additional Contact
Salutation	Mr.	Mr.	Ms.
First Name	Joseph	Joseph	Helen
Last Name	Donat	Donat	Riley
Title	City Manager	City Manager	Grants Administrator

Organization	City of Newburgh	City of Newburgh	City of Newburgh
Street Address	83 Broadway	83 Broadway	83 Broadway
City	Newburgh	Newburgh	Newburgh
State	NY	NY	NY
ZIP Code	12550	12550	12550
Telephone Number	(845) 569-7301	(845) 569-7301	(845) 569-7321
Email Address	JDonat@cityofnewburgh-ny.gov	JDonat@cityofnewburgh-ny.gov	HReilly@cityofnewburgh-ny.gov

Q_4199 Please select the primary sector or characterization that best defines this project.

Infrastructure

Q_4198 Please select the secondary sector or characterization that best defines this project.

Community Development

Project Description

Q_575 Project Description. Concisely describe the project, indicating the location, what will be planned, designed, acquired, and/or constructed, the issues/opportunities to be addressed, and expected outcomes and deliverables. Additional details will be collected later in the application process.

The City of Newburgh is requesting funding from NY State Parks of the Phase 1 redevelopment of its sole outdoor recreational facility, Delano-Hitch Recreational Park. The elements engaged in this effort to rehabilitate this cherished inner-city resource will include:

- 1) The regrading and enhancement of the park's regulation baseball field.
- 2) The regrading and reconfiguration of the park's Little League baseball field.
- 3) The creation of a formal softball field, derived from two smaller, deteriorated diamonds.
- 4) The construction of a dedicated soccer field.

Q_976 Statement of Need

The project stems from two pressing needs:

A) The requirement of the City to meet the needs of a growing international population, and particularly the increasing numbers of youth-at-risk, have led the municipality to reprioritize the rehabilitation of its only outdoor recreation facility. And B), in the context of this restoration of Delano-Hitch Recreation Park's assets, the inclusion of soccer playing fields has emerged as a necessity.

The City of Newburgh is emerging from a prolonged fiscal crisis which had left maintenance of its recreational assets subject to necessary budget cuts. The current renaissance is being built upon the City's extraordinary architectural heritage, fuelled by its growing cultural diversity.

Q_2366

How does your project align with the Regional Economic Development Council's Strategic Plan/Upstate Revitalization Initiative Plan? (strategic plans are located at <https://regionalcouncils.ny.gov/>)

The Mid-Hudson Region's Strategic Plan is based on the concept of "Live, Work, Play". The rehabilitation of Delano-Hitch Recreation Park's playing fields speaks entirely to the concept of "Play".

The park is the venue where the City's diversity is most obvious and, at the same time, most celebrated. Baseball, to begin with, is its own universal language and is loved profoundly by all the groups represented at the site. These range from Peruvian and African-American teams to American Legion-sponsored veterans groups.

The addition of soccer, an increasingly American sport, only expands the international dialogue.

The project is also consistent with the REDC's Upstate Revitalization Initiative Plan as it restores and enhances inner-city recreational infrastructure.

Q_930

Explain what makes your project a regional economic priority - for example creates jobs, economic investment, sustainability and community revitalization, government efficiency or consolidation etc.

Delano-Hitch Recreational Park has also, through its almost 100 year history, been an economic generator for its immediate urban neighborhood. It has served as the recreational hub for the adjacent commercial and residential core of Newburgh.

The stadium seats 3100 and has served as recently as 2016 as a venue for professional and semi-professional baseball leagues, creating a sense of place that has brought tens of thousands of visitors to Central Newburgh. Located in a neighborhood of ethnic restaurants, the project is a critical first step in stimulating the local tourist economy. The park currently serves tens of thousands of people annually. An improvement in the quality of play constitutes a comprehensive effort to rebuild Newburgh's tourist base through the revitalization of this municipal asset.

Q_9527

Does your project advance downtown revitalization and strategic community investment?

Yes

Q_9528

If Yes, please detail how it will advance downtown revitalization and strategic community investment.

Recreational tourism, centered around competitive, semi-professional field sports, is unusual in the Hudson Valley and has been unique to Newburgh for the past century. The improvement of this public recreational resource in the City's core is a strategic investment as it creates an economic generator for visitors regionally. Local restaurants, sports bars, private parking lots, even the City's metered parking benefit substantially from increasing numbers of sports fans.

The economic benefits of the proposed improvements are, therefore, more direct than they are ancillary.

Q_9529

Does your project improve access to child care?

Yes

Q_9530

If Yes, please detail how it will improve access to child care.

In fact, adult-supervised outdoor recreation is one of the healthiest forms of child care. Delano-Hitch Recreation Park provides a variety of adult-supervised sports activities for children. These groups include:

Hook Elite Boxing

Newburgh Enlarged City School District Field Sports

Newburgh Cal Ripken Baseball

Newburgh Nuclears

New York Elite Baseball

Reviving Baseball in the Inner-City (RBI)

Q_9531

Does your project incorporate environmental justice practices?

Yes

Q_9532

If Yes, please detail how it will incorporate environmental justice practices.

The preservation and enhancement of recreational open space in culturally diverse, economically-challenged and residentially-dense communities is a cornerstone environmental justice principle. The improvement of the playing fields at Delano-Hitch Recreation Park meets all of these criteria. The park is the City's only recreational open space and has been since 1926.

Newburgh is a highly culturally-diverse environment, with large African-American and Hispanic immigrant communities, mixed with an Italian-American heritage and English, Dutch and French Huguenot descendants. The 2010 census lists the City's population at 28,866 with a Median Household Income of \$36,922 and 31.2% of its citizens living in poverty.

Q_3762

Does your project directly address the needs of people in your region who are living in poverty and who seek resources for inclusion in the economic life of New York State?

Yes

Q_3763

How does your project seek to apply CFA funds for the purpose of eliminating barriers to skilled employment by poor people in your region, as identified by the Opportunity Agenda? Please describe any efforts to collaborate at the local or regional level (i.e. public, private, labor, philanthropic sectors).

The proposed project has a direct bearing on the site's 'draw' for local children, families and youth-at-risk. It also expands Newburgh Stadium's appeal for the competitive adult teams who play at the site for large audiences regionally. An improvement in the quality of the playing fields attracts higher-quality sports events and, therefore, larger audiences.

The impact on the neighboring restaurants, sports bars and tourist venues is obvious. By enhancing the site's appeal as an active recreation and sports entertainment venue, the City's tourist economy is quantifiably

improved. This improvement, in turn, creates more local employment opportunities based on the augmentation of the tourist-based economy. The quality of jobs produced is varied, from restaurant staff support to the management of sports events.

Q_3764

How does your project build workforce development programs, improve physical infrastructure, and/or establish social services that connect people living in poverty in your region with skilled employment, in correspondence with the economic revitalization priorities, distressed community targets, and the industry growth areas identified in the Opportunity Agenda and Strategic Plan?

Therefore, experience with the traveling public, beginning with entry-level restaurant work, builds competence in food industry and sports event management.

The project also improves physical infrastructure, visibly representing a community's investment in its cultural resources. It also acknowledges Newburgh's history of providing unique offerings of field sports regionally and restores a sense of pride in both the physical site and the City's diverse community.

Q_4200

Does your project provide opportunities for Veterans' to participate in the workforce, or improve services to the Veterans' and military families in New York?

Yes

Q_4201

If Yes, please explain how your project impacts the Veterans' and military families in New York.

One of the primary teams that utilize the baseball fields at Delano-Hitch Recreation Park is the Newburgh Nuclears, a formal amateur team comprising solely of members of the American Legion.

For generations the stadium and the park have been a cherished recreational resource for veterans.

Q_929

Current State of Project Development (i.e. planning, preliminary engineering, final design, etc. You may enter N/A for non-project related applications)

Preliminary Engineering

Q_580

Provide a list of all federal, state, and local reviews, approvals, or permits needed or completed, including the dates when they are expected to be completed or were completed. If Not Applicable, indicate "NA".

To be completed prior to May, 2020 construction: NYS DEC Stormwater Pollution Prevention Plan and Stormwater Discharge Permit.

Q_2364

What is the status of State and/or Federal Environmental Review? If review of the project is underway or completed pursuant to the State Environmental Quality Review Act (SEQRA) or National Environmental Policy Act (NEPA), please indicate the lead agency (if applicable).

Delano Hitch Park Improvements Project will be a Type 1 action and that the SEQR process will be completed by December 31, 2019.

Q_1054

If National Environmental Policy Act (NEPA) Record of Decision has been issued, please explain (include date of Record of Decision).

n/a.

Prior CFA Funding

Q_2362

~~~~~ If funding was awarded in prior CFA rounds, what were the CFA numbers for which funding was awarded? (separate multiple CFA numbers with commas)

n/a.

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Q\_4160

For each program to which you are applying under the CFA, explain your strategy for proceeding if the full amount of requested funding, required matching funds, and temporary financing are not secured as expected, or committed sources become unavailable. This explanation must address any proposed project phases, and both CFA and non-CFA sources of funds.

The project involves:

- 1) The complete reconstruction of the baseball stadium's infield,
- 2) The construction of a new baseball diamond for the Little League field,
- 3) The construction of a new softball diamond,
- 4) The addition of a new soccer field.

If the full amount of funding is not committed by January 1, 2020, one or more of these projects will be shelved to a later date.

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## Standard Question

### Environmental Protection Fund: Parks, Preservation and Heritage Grants

**Previously in this Application, you were asked to describe your overall project, which may include multiple phases and funding requests. The questions below are specific to the phase of the project for which you are requesting OPRHP funds through this CFA.**

Q\_9549

For which project category or categories should this application be considered? BEFORE making your selections, please note the specific eligibility and attachment requirements for each program as outlined in the 2019 CFA Guidance Document as well as the answers you provided previously to questions in the Documents section of this online application. Parks Projects: involve the acquisition, development or planning of parks and recreational facilities to preserve, rehabilitate or restore lands, waters or structures for park, recreation or conservation purposes and for structural assessments and/or planning for such projects. Historic Preservation Projects: involve the acquisition, improvement, protection, preservation, rehabilitation or restoration of property that is listed on the State or National Register of Historic Places or for structural assessments and/or planning for such projects. Heritage Area Projects: involve the acquisition, preservation, rehabilitation or restoration of lands, waters or structures identified in the approved management plans for Heritage Areas designated under section 35.03 of the Parks, Recreation and Historic Preservation Law, and for structural assessments or planning for such projects.

Parks Program

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Q\_5813

For which phase(s) of your project are you applying for EPF Parks, Preservation and Heritage Grant funding?

Development

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Q\_6990

Is the applicant a sectarian entity?

No

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Q\_6288

If the applicant is partnering with or applying on behalf of another entity/organization that will undertake the project work, be the principal payee of the grant, and/or take/retain ownership/use of the property, explain the fiscal relationship between the parties, the particulars of their participation in the proposed project, and who will execute the grant contract with OPRHP.



The City of Newburgh is the applicant, the owner of the property and will undertake the project entirely.

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Q\_10074 Provide the project location ZIP Code Tabulation Area (ZCTA) code and county; if project spans multiple locations, list all ZCTA codes affected. See the Scoring Tips for additional information and links to assistance.

12550

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Q\_9994 The OPRHP Environmental Protection Fund: Parks, Preservation and Heritage Grants program is a reimbursement program. Grants can fund up to 50 percent of the total eligible project cost; up to 75 percent, if the project is located in a high-poverty area. To determine your project's eligible level of State assistance, consult the online, layered Grants Map for CFA or the table, Poverty Level Table by ZIP Code Tabulation Area (ZCTA), on our web site as linked in the Scoring Tips. If the poverty level of the project location is 10 percent or more, the reimbursement can be up to 75 percent of the eligible project cost; if below 10 percent, then reimbursement can be up to 50 percent of the eligible project cost. Grant awards are capped at \$600,000. If the total project cost is greater than \$4 million, up to \$1 million can be requested. Please indicate the Percent Below Poverty Level for the ZCTA noted in Q\_10074; if the project spans multiple locations, list the Percent Below Poverty Level and ZCTA for each ZCTA affected.

19.90

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Q\_2138 What is the classification of property on which this project will take place? (Select all that apply.)

Municipal Land,Dedicated Parkland

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Q\_9961 Describe the overall condition of the property, sites or facilities (past, current, proposed), especially the property's significant natural, cultural and/or historic features and features/areas to be impacted by the project.

The playing fields, though still currently heavily used, have deteriorated through lack of appropriate maintenance, which is clear from the appended aerial and site photographs. A solid playing field, with adequate drainage and carefully restored playing lines, is important to the players and their audiences.

Although there are no historic features or areas to be impacted by the project, the proposed improvements honor both the past and future of active field sports in this cherished community resource.

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Q\_9962 Prior to award, all grants must be reviewed for their impact upon historic and archeological resources. Describe any steps already taken to identify historic and/or archeological resources that may be impacted by the project, and measures taken or planned to protect and assure that the project will not damage or destroy historically or archeologically significant aspects of a property. Identify any structures or man-made landscapes over 50 years old in the project area, explain their significance, if any, and describe how they will or will not be affected by the project.

The ball fields at Delano-Hitch Recreation Park have been in use since 1926 and have periodically seen substantial previous ground disturbance as a normal maintenance activity. It is not anticipated that there are significant archaeological resources on-site. A letter confirming this has been requested from the NY State Historic Preservation Office and should be received shortly.

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Q\_9567 Describe your ownership interest in the property and any restrictions in ownership or use of the property. If you do not have full (fee simple) ownership, explicitly address the terms of your access to and use of the property, citing the relevant legal documents.

The City of Newburgh owns the property on a fee-simple basis.

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## OPRHP Project Abstract

Q\_7013

Provide a brief (500 characters) "press ready" project abstract, including: legal applicant name; project location; general purpose of project. See Scoring Tips for examples.

The City of Newburgh plans to restore and enhance the playing fields at Delano-Hitch Recreation Park on Route 9W. These improvements are meant to signal a resurgence of Newburgh as the regional center of active baseball, Little League, softball and soccer events, for City residents and visitors of all ages, in the Hudson Valley.

---

## Project Narrative

Q\_9555

In a detailed project narrative, (1) describe the needs you will address with this project and the work you will accomplish, including component steps and approximate timeline, (2) explain how the items outlined in your Cost Share Summary template and CFA Program Budget will accomplish your project goals, and (3) describe how the proposed work is appropriate and will be accomplished according to accepted professional standards.

1) The project encompasses the revitalization of Delano-Hitch Recreation Park's professional-standard stadium baseball field, the reconstruction of the park's Little League field, the combination of two ad-hoc baseball playing lots into one, formalized softball field and the addition of a new soccer field that will alleviate the need to use the existing football field for soccer.

Component steps include preliminary design, engineering and construction supervision, project administration by the City. The specific improvements include:

Stadium field improvements: complete reconstruction of stadium infield, including rubber, brick, sand, and geotextile.

Little League baseball diamond: complete construction of new baseball diamond with 200' foul line, backstop, and basic dugouts.

Softball diamond: complete construction of new softball diamond with 275' foul line, backstop, and basic dugouts.

Soccer field: complete construction of new 195' x 330' soccer field.

2) This is a relatively simple and straightforward investment in the City's primary recreation infrastructure. The items, as outlined above, will accomplish this goal.

3) The project design and its implementation are being designed and will be supervised by an experienced, professional, independent engineering firm who will be contracted to do the work.

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Q\_6379

If the grant proposal is for a planning project other than the preparation of contract documents (plans and specifications), identify in detail the components of the final planning document or product.

n/a.

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Q\_9575

Describe the public benefit--specifically: the recreational, conservation, preservation and/or heritage contribution--that will result from completion of the project. Show why the State should participate in the cost of the project.

The primary public benefit is to enhance Newburgh's sense of place as a destination for active field sports. This has been a unique role the City has maintained for almost a century, and it's a cornerstone of its redevelopment.

This project falls so squarely within the State's and the Mid-Hudson Region's priorities for economic redevelopment. The improvement of existing, but deteriorated, municipal infrastructure as a leveraged investment for economic sustainability is the functional approach. And it's a process that's derived entirely from the State's concept of building communities in New York.

The City of Newburgh invites this partnership with NY State as an important element in its revitalization.

---

Q\_9952 For projects involving acquisition of real property (either purchase or donation), describe the status of the acquisition, including current ownership and circumstances of sale. If the property has already been acquired, provide the date of the closing. Also list any restrictions on the use or ownership of the property, site or facility that is the subject of the grant proposal. Elsewhere in this application, you will be asked to document the owner's intent to sell and provide proof of the value of the property.

n/a.

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### Statewide Comprehensive Outdoor Recreation Plan (SCORP)

Q\_10000 If your project addresses opportunities for outdoor recreation, identify area(s) of principal benefit.

Park day use,Court Games,Field Games,Walking/Jogging

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Q\_10012 Describe and document how the budget and costs were determined.

The budget was created by the engineering firm of Clarke, Patterson, Lee. They have determined that this is the 'Phase 1' effort in a five-year capital improvement plan for Delano-Hitch Recreation Park that they have prepared for the City of Newburgh.

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Q\_3626 If this application is successful, how will you monitor expenditures during the life of the project to ensure that the project stays on schedule and within budget?

The design and construction process will be supervised by an engineering firm experienced in extensive project management. All expenditures will be reviewed by the City of Newburgh's Grants Management office before being qualified for payment. This office will be responsible for financial reporting on the project as well, including the analyses required for reimbursement.

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Q\_370 Explain the strategy and resources for going forward after the project is complete; that is, for implementing grant-funded plans, developing and using grant-funded acquisitions, and maintaining grant-funded improvements.

The implementing of grant-funded plans will be managed by a qualified engineering firm that will supervise the entire construction process.

This project will set a new high threshold for the maintenance of these restored and restructured playing fields. It is anticipated that the improvements will generate new revenues from the increasing network of teams that rent the site and play at the stadium, Little League, softball and soccer venues. These increased revenues will subsequently support the fields' maintenance.

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Q\_7343 Do you currently have any open grants with OPRHP?

Yes

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Q\_7344 List the project number(s), project name(s), and expected date(s) of close-out.

(This question is associated with your answer selection in question: [Q\\_7343](#))

EPF 540464, projected close-out May 1, 2020. EPF E09060, projected close-out May 1, 2020. EPF 407075, projected close-out July 31, 2021

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## Commissioner Priorities

Q\_9591

Is the project designed to enhance inclusion by removing barriers, providing accommodation, and expanding the visitor experience to provide welcoming access for new visitors, including those previously marginalized? If so, detail the improvements and expected results.

The improvements will highly enhance the visitor experience to the playing fields. The quality of play on well-contoured, freshly delineated and fully seeded fields is important, as it attracts more professional and competitive teams, as well as a more regional participation by youth groups. And the visual experience is augmented as well, making the site a more welcome and aesthetically pleasing place to spend larger amounts of time.

---

Q\_9963

Will the project enhance and/or create opportunities for walkable public spaces for recreation, fitness, community gardens and open space in underserved neighborhoods (i.e., build green space, revitalize existing athletic and recreational facilities, create and enhance amenities at community gardens and schoolyards)? If so, detail the improvements and the expected results.

Yes,. This request, which will fund Phase One Improvements to the Delano-Hitch Recreation Park, is entirely an effort to revitalize existing athletic and recreational facilities in a very underserved neighborhood in the center of the City of Newburgh.

The four projects;

1) The complete reconstruction of the baseball stadium's infield. The field has been inadequately maintained due to very strained General Fund revenues over the past 25 years. The enhancement of this wonderful community resource is long overdue and the improvements are expected to generate a 30% increase in the use of the field.

2) The construction of a new baseball diamond for the Little League field is expected to turn this field back into a 'draw' for the City's children, enabling a higher level of adult-supervised sports activity.

3) The construction of a new softball diamond is geared to suit, and be a draw for, an older, more at-risk generation of teen agers.

4) The addition of a new soccer field opens a new set of playing opportunities, particularly for the immigrant families for whom soccer is the most important sport, as well as those who are just discovering its competitive appeal.

---

Q\_6386

Is this a trail project that provides linkages to the Empire State Trail, and/or creates or enhances multi-use pedestrian and bicycle trails, creating physical and functional connections among already-protected state and local lands, historic sites, greenways, trails and waterways (including landscape and trail improvements and special features or signage to improve programming and interpretation)? If so, detail the improvements and the expected results.

n/a,

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Q\_10005

If this project is being undertaken by an OPRHP Friends organization or other partner group, in a State Park or Historic Site. Describe the improvements and the expected results.

n/a.

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Certification

General Certifications

Q\_1037 By entering your name in the box below, you certify and agree that you are authorized on behalf of the applicant and its governing body to commit the applicant to comply with the requirements of Article 15-A of the New York State Executive Law: Participation By Minority Group Members and Women With Respect To State Contracts by providing opportunities for Minority-owned Business Enterprise (MBE)/Woman-owned Business Enterprise (WBE) participation. You further certify that the applicant will maintain such records and take such actions necessary to demonstrate such compliance throughout the completion of the project.

Joseph Donat, City Manager

Q\_1038 By entering your name in the box below, you certify that you are authorized on behalf of the applicant and its governing body to submit this application. You further certify that all of the information contained in this Application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving assistance for the project described in this application, are true, correct and complete to the best of your knowledge and belief. You acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

Joseph Donat, City Manager

Net New Jobs

No job answers necessary due to your associated programs.

Qualified Investments

No investment answers necessary due to your associated programs.

Total Project Cost

Total project cost: \$ 359,250

Funding Requested from Program

| Program                                                                | Amount Requested |                                      |
|------------------------------------------------------------------------|------------------|--------------------------------------|
| Environmental Protection Fund: Parks, Preservation and Heritage Grants | \$ 269437        | maximum funding allowed: \$1,000,000 |

## Program Budget

### Environmental Protection Fund: Parks, Preservation and Heritage Grants

| Use                                  | Source  | Status      | Amount   | Indicate Source / Comments                                   |
|--------------------------------------|---------|-------------|----------|--------------------------------------------------------------|
| Architectural/Engineering/Soft Costs | In-Kind | Secured     | \$20000  | Clarke/Patterson/Lee Engineering                             |
| Other                                | State   | Anticipated | \$18750  | NY State Parks Grant for City of Newburgh Administration     |
| Other                                | Local   | In Progress | \$6250   | Local Sports Foundations for City of Newburgh Administration |
| Contractual Services                 | Local   | In Progress | \$11063  | Local Sports Foundations for Construction Supervision        |
| Contractual Services                 | State   | Anticipated | \$33187  | NY State Parks Grant for Construction Supervision            |
| Construction/Renovation              | Local   | In Progress | \$17500  | Local Sports Foundations for Construction                    |
| Construction/Renovation              | State   | Anticipated | \$202500 | NY State Parks Grant for Construction                        |
| Construction/Renovation              | Private | In Progress | \$50000  | USA Football and Field Turf Field Building Grants Program    |

## Attachment Questions & Answers

### Environmental Protection Fund: Parks, Preservation and Heritage Grants

#### Required Attachments for all Applicants to OPRHP

Q\_10013

Project review pursuant to the State Environmental Quality Review Act (SEQRA) must be completed prior to the award of any state and/or federal funds. If review of the project pursuant to SEQRA has been completed, please submit the Negative Declaration or Findings Statement. If review of the project pursuant to SEQRA has not yet been completed, note the status and timeframe for compliance and, for projects classified as Type I or Unlisted actions, submit a short or long Environmental Assessment Form, or, if the applicant is a not-for-profit organization, submit the "Environmental Review Form." See Scoring Tips for links to forms.

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Q\_10063 Submit a 1:24,000 scale USGS or DOT planimetric map with the subject property circled. See Scoring Tips for links to downloadable maps.

Q\_10063.jpg  
[Download](#)

---

Q\_10064 Schematic Site Plan: Provide a plan and/or elevations that depict the project site and its immediate surroundings identifying both existing conditions and proposed project elements as described in the project narrative.

Delano Hitch Park Conceptual Site Improvements Plan Revised Final.pdf  
[Download](#)

---

Q\_7329 Provide clear color images, both overviews and details, showing the property and illustrating existing conditions and areas to be impacted by proposed work. Photos should be dated, labeled and keyed to a site plan. Include photos of any structures more than 50 years old within, or immediately adjacent to, the project area. Provide views to these features from the project site, as well as views of the project site from them.

Civil Site Plan with photo tags.pdf  
[Download](#)

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### Ground Disturbing Activities

Q\_10069 Does the project involve ground disturbing activities? Examples of ground disturbance include mining activities, multiple episodes of building construction and demolition, excavation, grading, trenching, and stump removal. For purposes of archeology, plowing is not considered to be a form of ground disturbance.

Yes

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Q\_10068 Describe the proposed ground disturbing activity. If possible, show it on a site plan. If you have documentation of prior ground disturbance in the area of proposed work, attach documentation (photos, maps, site plans). If no prior ground disturbance can be documented, it may be necessary to conduct an archaeological survey prior to any work on the project. Your budget should take into account the need for an archaeological survey.

(This question is associated with your answer selection in question: [Q\\_10069](#))

Existing Field Conditions.pdf  
[Download](#)

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### Alienation or Conversion of Municipal Parkland

Q\_7179 Is the project located in a public park facility, all or part of which is being sold, leased, exchanged, donated, disposed of or used for other than public park purposes?

No

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Q\_10070 For stand-alone planning projects involving just the preparation of plans and specifications, provide at least two professional estimates for the preparation of these documents or provide two professional estimates of the proposed construction costs or submitted construction bids, and identify the percentage of the professional fee to prepare plans and specifications. For other planning projects (condition studies, Historic Structures Report, Cultural Landscape Report, feasibility study, etc.), submit two estimates and documentation of



consultants' qualifications and/or licenses (and if Historic Preservation, from a professional as defined in the document "Historic Preservation Terms and Professional Qualifications" available on our web site as linked in the Scoring Tips.

No attachment, cannot upload

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**Applicants to OPRHP's Environmental Protection Fund Parks, Preservation and Heritage Program can propose projects in one or more of the three program categories: Parks, Historic Preservation and Heritage Areas.**

Q\_9454

If your project fits within the PARKS category, please answer YES to this question and respond to the relevant Attachment questions below. You will be prompted to answer questions about the Historic Preservation and Heritage Areas categories later in this application. Does the proposed project involve the acquisition, development or planning of parks and recreational facilities to preserve, rehabilitate or restore lands, waters or structures for park, recreation or conservation purposes and for structural assessments and/or planning for such projects?

Yes

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Q\_7021

Is the applicant a Not-for-Profit organization?

**(This question is associated with your answer selection in question: [Q\\_9454](#))**

No

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Q\_10071

If you are a Not-for-Profit organization applying under the PARKS category, attach a resolution of municipal endorsement with this application. If the project is located on State land, attach a statement that the municipal endorsement is not required.

[Municipal Status.pdf](#)  
[Download](#)

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**OPRHP Partner and Friends Groups**

Q\_6445

Is the applicant organization a Partner or Friends group proposing to undertake work in a State Park or Historic Site?

**(This question is associated with your answer selection in question: [Q\\_9454](#))**

No

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Q\_9455

If your project fits within the HISTORIC PRESERVATION category, please answer YES to this question and respond to the relevant Attachment questions below. Elsewhere in this application, you are prompted to answer questions about the Parks and Heritage Areas categories. Does the proposed project involve the acquisition, improvement, protection, preservation, rehabilitation or restoration of property that is listed on the State or National Register of Historic Places or for structural assessments and/or planning for such projects?

No

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Q\_9458

If your project fits within the HERITAGE AREAS category, please answer YES to this question and respond to the relevant Attachment question below. Elsewhere in this application, you are prompted to answer questions about the Parks and Historic Preservation categories. Does the proposed project involve the acquisition, preservation, rehabilitation or restoration of lands, waters or structures identified in the approved management plans for Heritage Areas designated under section 35.03 of the Parks, Recreation and Historic Preservation Law, and for structural assessments or planning for such projects?

No



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## Local Need

- Q\_9462 Attach a narrative and supporting documentation describing the local need for the proposed project, and how your project will address that need. For recreational projects, include information such as the number of similar facilities within the service area; amenities, size, condition, accessibility and ADA compliance of the existing facility; current use of the facility; and, the anticipated maintenance, operation, and level of use of the proposed facility. For conservation and open space projects, indicate the special character (e.g., wetland, habitat, viewshed) of the property or feature (including rarity or uniqueness); explain the need (e.g., for protection or access); and how the project will address that need.

Local Need.pdf  
[Download](#)

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## Urgency

- Q\_9464 Attach a narrative and supporting evidence documenting (1) any special or emergency situations or any State or Federal mandates affecting the need for the project, and (2) any threats to the property from negligence, development pressure or inappropriate treatment. Provide specific evidence of the seriousness and immediacy of the need, including a projected timeline and probable consequences if the proposed project does not advance.

Urgency.pdf  
[Download](#)

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## Brownfield

- Q\_9468 If the proposed project involves a brownfield, describe the rehabilitation/restoration undertaken or proposed. If brownfield remediation has been completed, provide a certificate of completion or letter from the NYS Department of Environmental Conservation (DEC) that recognizes the successful removal of hazardous waste.

Brownfield.pdf  
[Download](#)

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## Populations Served

- Q\_9471 Attach a narrative and supporting documentation describing groups served by the proposed project. Include, as applicable: how the project meets the needs for an aging population, encourages participation by youth, or responds to changes in the composition of the population and social condition of the community.

Population Served.pdf  
[Download](#)

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## Recreational Opportunity

- Q\_10073 Provide demographic and other relevant data or information which demonstrates the degree to which the project will primarily serve either (1) a densely populated area where recreational opportunities have sustained physical deterioration, decay, neglect, or disinvestment, or (2) an area where a substantial proportion of the residential population is of low income or otherwise disadvantaged and underserved with respect to existing recreational opportunities.

Recreational Opportunity.pdf  
[Download](#)

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## Community Support

Q\_9473

Attach narrative and documents describing community support for the proposed project, citizen involvement in identifying project needs, and public participation in project development. Describe the role and experience of municipal agencies, private organizations, consultants, volunteers, and others involved in the project.

Community Support.pdf

[Download](#)

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Q\_6946

Please provide Letters of Support for your project (if applicable). All letters should be scanned into a single PDF file and their total size cannot exceed 10 Megabytes (MB).

DH LOS combined.pdf

[Download](#)

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## Project Plans

Q\_9475

Describe any previous or current measures to research and document this property and/or project. Attach relevant sections of completed studies. Indicate the date of the study, personnel involved (including relevant background and experience), progress to date, timetable for next steps, and any obstacles to proceeding. If permits are required, identify the permitting agency and the status of the permit applications, with relevant dates. Clearly mark all attachments, specifically indicating the page and section of the reference cited.

Q 9475 DH.pdf

[Download](#)

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## Planning Initiatives

Q\_9478

Explain how the project relates to and advances regional, municipal, or community planning initiatives (for example, Comprehensive Plan, Watershed Management Plan, Local Waterfront Revitalization Program, neighborhood plan, local trails plans, etc.) including historic preservation efforts. Attach copies of the relevant pages of the plan(s), clearly identifying the source and page and marked/highlighted to identify the relevant text. If the plan which identifies the need for the project is 5 years or older, provide evidence that the plan reflects current need (i.e. a copy of the resolution adopting or reaffirming the local plan).

Planning Initiatives.pdf

[Download](#)

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## Local Designation

Q\_6987

If the property has been officially designated as a local landmark or as part of a local historic district under local historic preservation legislation, provide documentation, such as the municipal list of designated properties, a copy of the landmark designation, notification letters, etc.

No attachment, cannot upload

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## Project Personnel

Q\_9480

Identify the administrative and professional personnel who will administer the requested grant. Attach a description of existing administrative structures and identify who will be responsible for specific tasks, such as contract and grants administration, purchasing, fiscal accounting, design, specifications, and project management. For those managers and professionals already hired, provide documentation of the procurement/hiring process, individual/firm resumes, and job assignment/scope of services. For future hires, summarize the qualifications sought, proposed selection process and schedule and provide a draft or copy of the Request for Proposals or solicitation.

### Consistency with State/Regional/Community Plans

- Q\_9943 Document how the project relates to/is consistent with Federal and New York State plans, such as the Statewide Comprehensive Outdoor Recreation Plan (SCORP), NYS Open Space Conservation Plan, New York State Historic Preservation Plan, or any other relevant statewide or Federal policies and programs (e.g., Erie Canalway Preservation and Management Plan, Preserve America, etc.). Attach copies of relevant pages of the plans/policies with the applicable text highlighted.

SCORP.pdf  
[Download](#)

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### Documentation of Sound Administrative Structures and Reasonableness of Costs

- Q\_9944 Attach an itemized Cost Share Summary, using the "Cost Share Summary" template and "Cost Share and Budget Help" document as linked in the Scoring Tips. For each element of the proposed project, as described in your Project Description and Project Narrative, itemize expenses by funding source and type. Describe the matching share in detail. Include the value of expenses that will be covered through donations, volunteer labor, grants from other agencies, and other matching sources. If this application is for a Sectarian Project, consult the "Information and Instructions for Sectarian Projects" on our web site to learn how to present the difference between the costs of Basic Repairs versus True Restoration, and use the Sectarian Cost Share Summary template as linked in the Scoring Tips.

Cost Share Summary\_Newburgh (fillable pdf).pdf  
[Download](#)

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### Acquisition of Real Property

- Q\_9949 Does this project include acquisition of real property, as defined in the Scoring Tips?

No

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## Legend

[x] = Expired Program

RESOLUTION NO.: 237 - 2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN INTERMUNICIPAL AGREEMENT BETWEEN  
THE TOWN OF WOODBURY AND THE CITY OF NEWBURGH  
FOR POLICE DEPARTMENT TACTICAL TEAM COOPERATION**

**WHEREAS**, General Municipal Law Section 119-o permits municipal corporations to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

**WHEREAS**, the Town of Woodbury Police Department and the City of Newburgh Police Department have experienced within their jurisdictions a potential need for the joint response of both parties' police tactical teams to address certain criminal acts or threats that may be more effectively dealt with through the use of specially trained tactical team rather than standard police operations; and

**WHEREAS**, the respective Police Departments have proposed an inter-municipal agreement to engage in Tactical Team cooperation; and

**WHEREAS**, said inter-municipal agreement is annexed hereto and made part hereof and it is deemed to be in the best interests of the City of Newburgh to enter into this agreement for such purposes;

**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 Inter-municipal Agreement for Police Department Tactical Team Cooperation between the Town of Woodbury, New York and the City of Newburgh, New York.

## **INTERMUNICIPAL AGREEMENT POLICE TACTICAL TEAM COOPERATION**

This agreement is made this 1<sup>st</sup> day of September, 2019, between the Town of Woodbury, a municipal corporation with its principal place of business at the Town Hall, 615 RT 32 Highland Mills, New York, and the City of Newburgh, a municipal corporation with its principal place of business at 83 Broadway, Newburgh, New York.

### **RECITALS**

**WHEREAS**, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

**WHEREAS**, the parties hereto have experienced within their jurisdictions a potential need for the joint response of both participants' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than standard police operations.

**NOW THEREFORE**, the parties do mutually agree pursuant to the terms and provisions of this Tactical Team Cooperation Agreement as follows:

### **ARTICLE ONE Purpose of the Agreement**

The purpose of this Agreement is to:

1. Formalize the relationship between the Town of Woodbury Police Department and its TACTICAL RESPONSE UNIT, and the City of Newburgh Police Department and its SWAT Team, herin referred to as ("Tactical Teams") and the use of the combined tactical team resources;
2. Eliminate the need to follow the formal procedure set forth in GML §209-m to request assistance from the other party in the form of personnel and or equipment;
3. Provide for more efficient utilization of law enforcement resources and services; and
4. Make available to each participating entity, the tactical team resources of the other participating entity in the event of an emergency in accordance with the provisions of this Agreement.



## **ARTICLE TWO**

### **Personnel and Equipment**

Each party agrees that their police department may supply tactical team personnel, equipment and other available resources to the other upon request in the event of an emergency, if their respective police chief, or his designee, deems it appropriate. The number of personnel, if any, and the amount or type of equipment to be dispatched by the responding party shall be determined by that agency's police chief, or his designee.

In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in tactical team operations, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the parties.

## **ARTICLE THREE**

### **Retained Personnel and Equipment**

Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.

## **ARTICLE FOUR**

### **Compensation**

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding tactical team's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement.

## **ARTICLE FIVE**

### **Control of Personnel and Equipment**

The Incident Commander of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall serve; provided that the responding personnel and equipment shall be under the immediate supervision of the Team Commander in charge of the responding team. Command, however, may be relinquished to a ranking or senior officer of the party rendering assistance under the terms of this Agreement.

## **ARTICLE SIX**

### **Privileges and Immunities**

To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of any participating tactical team or agency when performing its functions within the public agency's territorial limits shall apply to the activities of that agency's tactical team while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

Specifically, pursuant to sections §119-n(c) and § 119-o GML, police officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

## **ARTICLE SEVEN**

### **Line of Duty Death or Injury**

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

## **ARTICLE EIGHT**

### **Liability and Indemnification**

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of tactical team operations.



## **ARTICLE NINE**

### **Administration**

It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein; it shall be administered by the governing bodies or an appointee of the governing bodies hereto acting as a joint board. No real or personal property shall be acquired by the participants because of this Agreement.

Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

## **ARTICLE TEN**

### **Compliance with Laws**

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

## **ARTICLE ELEVEN**

### **Approval, Duration and Termination**

1. This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.
2. This agreement may be changed, modified or amended by written agreement of the participants, subject to the requirements of paragraph 1 of this Article.
3. This agreement shall terminate on January 1, 2025. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective October 1, 2024. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement.



**IN WITNESS WHEREOF**, the parties have executed this Agreement the date and year above written.

**TOWN OF WOODBURY**

By: \_\_\_\_\_  
**Frank Palermo- Supervisor**

**CITY OF NEWBURGH**

By: \_\_\_\_\_  
**Joseph P. Donat- City Manager**

RESOLUTION NO.: 238 - 2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION DECLARING A 2004 JEEP CHEROKEE  
DESIGNATED VIN NO. 1J4GW48S94C429369 TO BE SURPLUS EQUIPMENT**

**WHEREAS**, the City of Newburgh Fire Department possesses a 2004 Jeep Cherokee designated VIN No. 1J4GW48S94C429369 which is no longer of use to the City; and

**WHEREAS**, the Fire Department has requested that the 2004 Jeep Cherokee be designated as surplus and sold; and

**WHEREAS**, the City Council has determined that declaring 2004 Jeep Cherokee surplus is in the best interests of the City of Newburgh; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that a 2004 Jeep Cherokee designated VIN No. 1J4GW48S94C429369 is 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 2004 Jeep Cherokee in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

**CITY OF NEWBURGH FIRE DEPARTMENT**

**MEMORANDUM**

TO: Todd Venning, Comptroller

CC: Lieutenant C. Pawlowski

FROM: Terry Ahlers, Acting Fire Chief

SUBJECT: Surplus Jeep Cherokee 1J4GW48S94C429369

DATE: September 13, 2019

Fire Department Codes vehicle 0403, a 2004 Jeep Cherokee SUV, VIN 1J4GW48S94C429369 has been removed from service and should be considered surplus equipment.

Please dispose of per city policy, proceeds to go towards the Fire Department equipment budget.

If you have any questions, please contact me.

  
Terry Ahlers,  
Acting Fire Chief



# Surplus Tracker

[illegible]

RESOLUTION NO.: 239 - 2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION AUTHORIZING SETTLEMENT OF A WATER BILL  
WITH AN OUT-OF-CITY ACCOUNT FOR THE AMOUNT OF \$8,400.00**

**WHEREAS**, Stephen and Lysandra Coaxum purchased property known as 45 Sherman Drive in the Town of Newburgh ("Property") in August 2005 wherein Deutsche Bank held a mortgage in connection with the sale of the Property; and

**WHEREAS**, the City of Newburgh provides water services to the Property; and

**WHEREAS**, the Coaxums failed to make payments for water services actually provided by the City or any penalties that accrued thereon; and

**WHEREAS**, the Coaxums also failed to pay their mortgage to such that Deutsche Bank foreclosed on the Property and subsequently took title to the Property in August 2018; and

**WHEREAS**, Deutsche Bank, by and through its attorney, has requested a settlement of the water bill due and owing; and

**WHEREAS**, the parties have reached an agreement in the amount of Eight Thousand Four Hundred and 00/100 dollars (\$8,400.00) in exchange for a release to resolve all claims among them; and

**WHEREAS**, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the outstanding water bill for the Property in the total amount of Eight Thousand Four Hundred and 00/100 dollars (\$8,400.00).

RESOLUTION NO.: 240 - 2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF  
RESTRICTIVE COVENANTS IN CONNECTION WITH THE PREMISES  
LOCATED AT 56 BENKARD AVENUE (SECTION 45, BLOCK 3, LOT 18)**

**WHEREAS**, the City of Newburgh commenced legal action against Justin Torres and Jonathan Solis, with respect to the premises known as 56 Benkard Avenue (Section 45, Block 3, Lot 18), to enforce its reverter and re-entry rights to the premises; and

**WHEREAS**, by Resolution No. 114-2019 of May 13, 2019, the City Council approved a settlement agreement that required defendants in the action to comply with the restrictive covenants by no later than October 11, 2019; and

**WHEREAS**, the defendants in the action have complied with the restrictive covenants and now request a release from said restrictive covenants; 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 56 Benkard Avenue, Section 45, Block 3, 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 August 23, 2017, from THE CITY OF NEWBURGH to JUSTIN TORRES, recorded in the Orange County Clerk's Office on September 8, 2017, in Liber 14287 of Deeds at Page 162 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.

\_\_\_\_\_  
Notary Public



RESOLUTION NO.: 241 - 2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT  
OF CLAIM WITH BEATRIZ AGUILAR IN THE AMOUNT OF \$4,422.72**

**WHEREAS**, Beatriz Aguilar brought a claim against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the claim in the amount of Four Thousand Four Hundred Twenty-Two and 72/100 Dollars (\$4,422.72) in exchange for a release to resolve all claims among them; and

**WHEREAS**, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Beatriz Aguilar in the total amount of Four Thousand Four Hundred Twenty-Two and 72/100 Dollars (\$4,422.72) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 242 -2019

OF

SEPTEMBER 23, 2019

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF  
206 NORTH MILLER STREET (SECTION 11, BLOCK 2, LOT 29)  
TO ROY AND GLENDA FRANCIS**

**WHEREAS**, the City of Newburgh commenced and completed a proceeding for the foreclosure of certain tax liens in an action being designated as Orange County Index Number 2016-8636; and

**WHEREAS**, the premises known at 206 North Miller Street (Section 11, Block 2, Lot 29) ("Premises") was a parcel of land subject to the litigation; and

**WHEREAS**, the City of Newburgh discovered that the prior owners of the property, Roy and Glenda Francis, timely paid all taxes, liens, interest, and penalties prior to the date of redemption; and

**WHEREAS**, due to an internal processing error, the City of Newburgh failed to issue a Certificate of Redemption to discharge the prior owners from the litigation; and

**WHEREAS**, the City Council has determined that it would be in the best interests of the City of Newburgh to settle re-convey the Premises to the prior owners;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized and directed to execute and deliver a quitclaim deed to Roy and Glenda Francis and record the same at the City's expense.