

A regular meeting of the City Council of the City of Newburgh was held on Monday, September 23, 2019 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence (Prayer)/ Momento de Silencio (Rezo)

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/ Lista de Asistencia

PRESENT: Mayor Torrance Harvey, presiding; Councilman Grice, Councilwoman Monteverde, Councilwoman Rayford, Councilman Sklarz, Councilwoman Sofokles-6

ABSENT: Councilwoman Mejia-1

COMMUNICATIONS

Approval of the Minutes of the City Council Meeting on September 9, 2019

Rayford moved and Grice seconded that the Minutes be approved
Ayes- Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey-6
CARRIED

City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento

City Manager Joseph Donat presented a slide presentation highlighting key points in city government. He stated that we are united in our efforts to make this city a greener place. In Public Works, the department recently purchased a new leaf blower, which is environmentally-friendly. The machinery is quieter, and it is a small investment that goes a long way. The council is going to be voting on the Liberty Street Sidewalk Replacement Project. They are eagerly waiting for it, as there are some green aspects involved in it. Block by block we are making great strides in the city. Also the 116-128 William Street Rehabilitation Project is underway. Habitat for Humanity is well underway of a block-wide project. Next month one of these buildings will commemorate Habitat's 100th home. The Land Bank was also involved in the project, and the Architectural Review Commission (ARC) made six (6) approvals, which are terrific bench marks for Newburgh.

In our community policing efforts, we are finally opening our sub-station on Johnston Street. It speaks to how we are changing neighborhoods one block at a time. Our Community Progressive Response Team will be the unit primarily occupying the space; but, it will provide a safe place for residents to meet with the police. There have been over eighty (80) foot-patrols in the lower section of the city on Johnston Street. By the end of summer, the PD

hosted fifteen (15) pop-up barbecues in the city. Donat pointed out that the Late Senator William Larkin was very instrumental in getting New York State grants to help fund the barbecues. Also the police department has secured two (2) new electric bikes that were made possible through the Byrne Grant.

The City Manager reported that at the close of business today, the Gidney Avenue Basketball Court will be fully renovated. This was made possible by DPW, Recreation and Planning and Development. CDBG money helped fund the wonderful initiative, which includes four (4) new hoops and a second point of entry and egress at the park.

Our monthly Quality of Life Sweeps will begin on Lutheran Street later this week, with the Codes and Planning department taking the leap. Many city departments will be on hand to make sure that any quality of life issues are addressed immediately. Also dumpsters will be on hand to dispose of any bulk items. Any concerned citizens are invited to help if they wish to participate and lend a helping hand cleaning up the abandoned properties. After all of the hard work cleaning up, the police department will be having its last pop up barbecue of the season on Saturday, September 28th in the Lutheran Street corridor.

Other points Donat mentioned were the Tax Collector's Office process of closing out its books soon. We are striving to maintain our record of having 95 percent of our taxes paid. Second, the app FYI Newburgh continues to be a platform for people to address issues. We are working on changes to the app to make it user-friendly. A number of new employment positions within the city are available. He encouraged interested persons to visit the city's website, and submit applications. Also on the website there are useful brochures regarding our Codes Office, and the wonderful work the department does on a daily basis. Last, he mentioned that the city is in the final stages of putting forth a social media engagement opportunity for the public to vote on the design for our "Welcome to Newburgh" sign.

The City Manager concluded his report.

PRESENTATIONS

Junior Police Academy Presentation of Certificates

Police Chief Douglas Solomon presented certificates to the 2019 graduates of the Junior Cadets Summer Program. He stated that when he first came onboard here he immediately saw the need to rebuild trust between the community and the police department. What better place to start with than with the youth? The program helps prepare youth for careers in law enforcement. Mr. Singh, who was once a cadet, is now a member of the City of Newburgh's Police Auxiliary Unit, and he just took the police exam for the City of Newburgh. Solomon stated that we are already two to three steps ahead of where he envisioned the program. In noting the events over the past weekend, obviously our number one priority is a reduction in violent crime; but, this work with our youth is equally important.

Mayor Harvey thanked everyone involved in the Summer Cadet Program, and its events and activities. He is impressed with the youth. They motivate us and let us know that Newburgh has a bright future ahead.

Councilwoman Sofokles spoke. As the mother of a NYPD detective, it is a very hard thing to be a police officer. There are cases, in which snap judgements have to made, and it is not easy.

Presentation by William Walker regarding the 400 year recognition of the first documented slaves in Virginia since 1619

William Walker is a retired teacher of Newburgh Enlarged City School District, and currently serves on the district's Board of Education. He represented the *1619 Project*, an organization that has come together to commemorate 400 years of the birth of the African-American

Community within this country. There has been an international commemoration of this event, as well as a national one. Walker said that he got involved when he simply had a dream. From there, he met people who introduced him to other people from the Fourth Foundation, who have been planning a celebration and commemoration for two years. Walker pointed out that more information could be obtained from the website entitled 400 Years of Inequality, where you can download, for free, a poster and a number of educational lesson plans, which make up the springboard of what the *1619 Project* will be doing. The *1619 Project* will be hosting various events at the Newburgh Free Library during the month of October, as well as at the Karpeles Museum. He implored the council to be aware of what the group is doing, and he encouraged the council to contact him to help spread the word about, what he believes to be a way to bring people together in the community through education and song.

Consolidated Plan/FY2020 Annual Action Plan Public Hearing

Director of Community Development Ellen Fillo opened the public hearing. Through CDBG funding, the city has been able to purchase interpretation equipment that just hadn't arrived prior to tonight's public hearing. Felix Medina assisted in the translation of the public hearing into Spanish. Fillo pointed out that the purpose of the public hearing is to solicit and hear feedback and comments from the public. She reviewed the community development goals throughout the Community Development Department in the City of Newburgh, which includes economic development without displacement, enhancement of outreach and communications, and the supporting of a climate that values diversity and brings us all together.

There being no one wishing to speak for or against, this public hearing was closed.

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 Vitale, 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 September 9, 2019
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 12 day of September, 2019

City Clerk

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

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

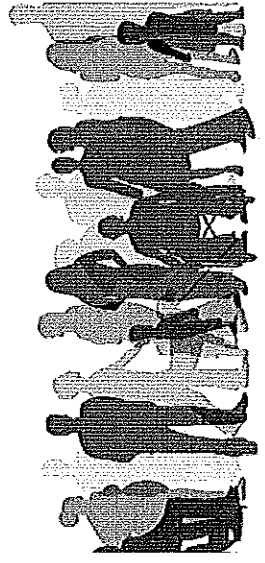
City of Newburgh City Council:

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 PROGRAM

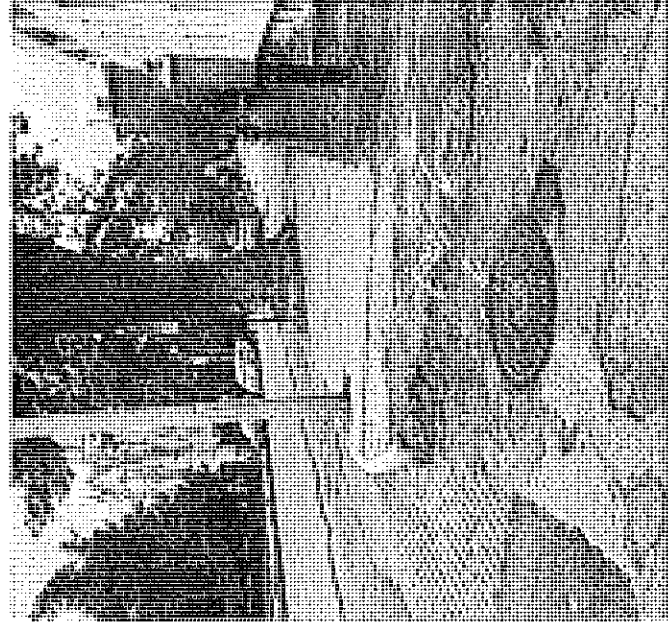
- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- 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.



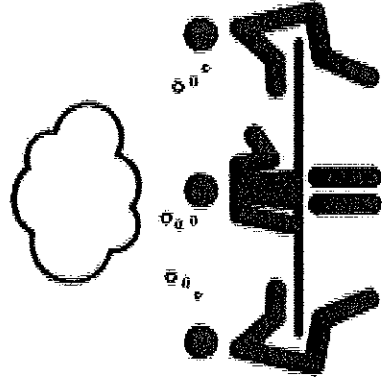
City of Newburgh CDBG FY2020 - 2024 Consolidated Plan

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:

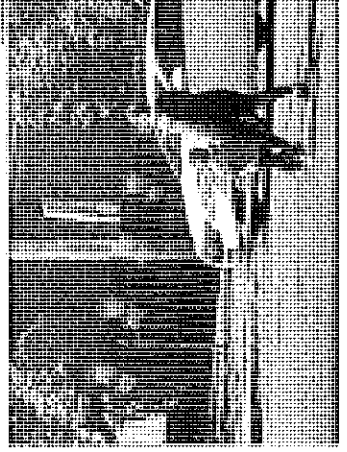
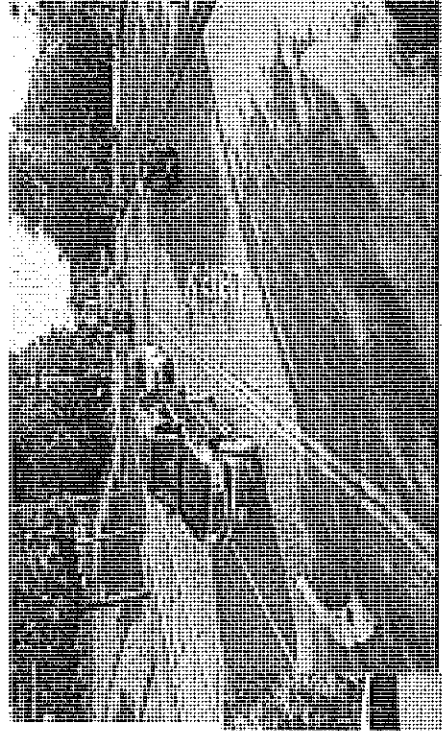
- Infrastructure Improvements
- Economic Development
- Quality of Life
- Housing

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

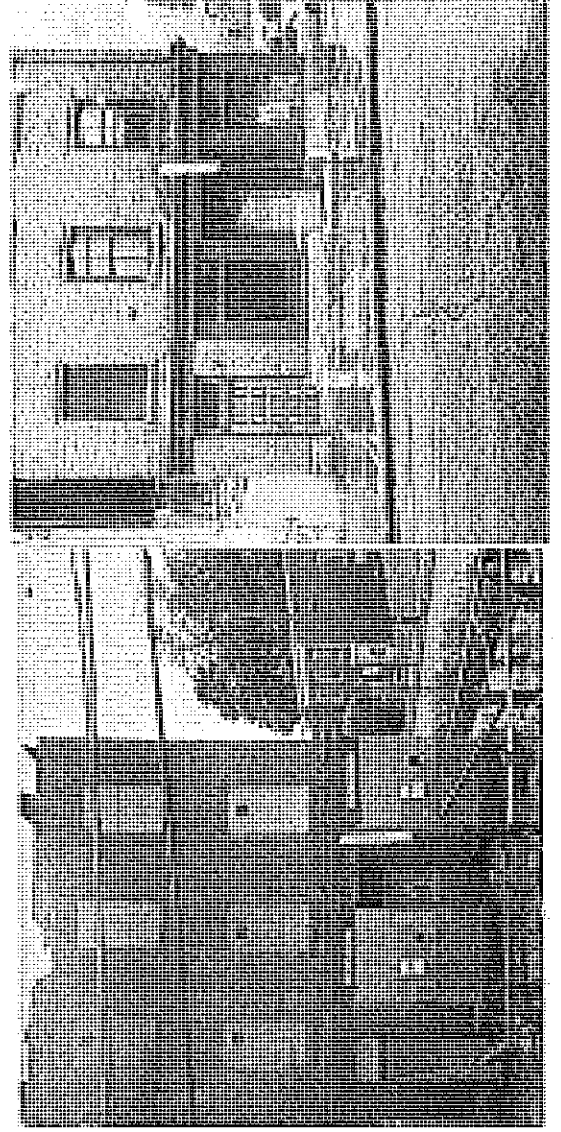
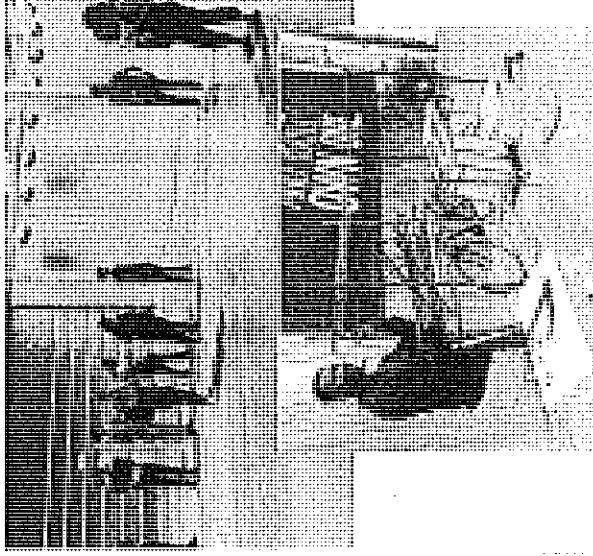


City of Newburgh FY2020-2024 Consolidated Plan:

Priority Need: Economic Development

Project Examples:

- Business Sign/Façade Program
- Workforce Development Assistance

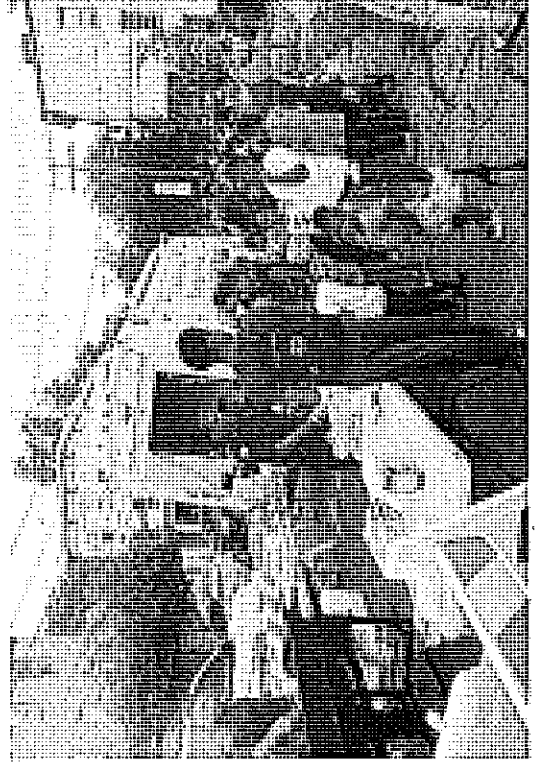
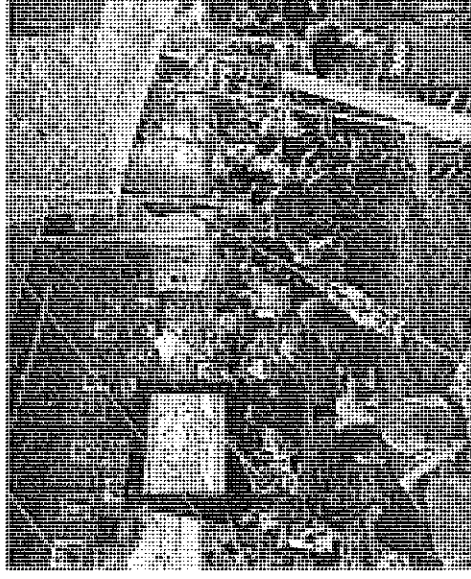


City of Newburgh FY2020-2024 Consolidated Plan:

Priority Need: Quality of Life Improvements

Project Examples:

- Park Improvements
- Summer Children's Film Festival



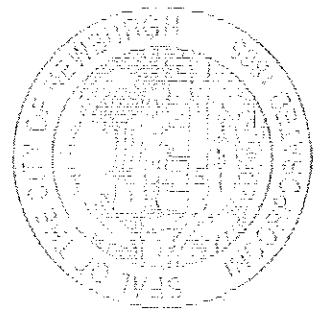
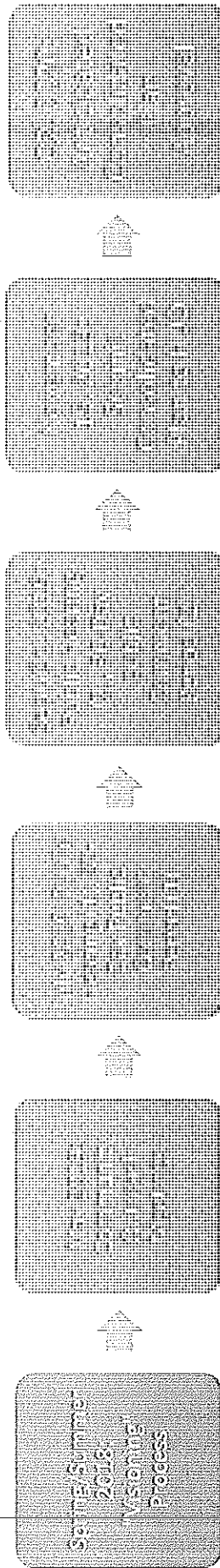
City of Newburgh FY2020-2024 Consolidated Plan Goals:

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



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

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities	Project Funding (approx.)	% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Housing	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%	No Change 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, Homeowner Assistance Program	\$220,000.00 \$50,000.00	No Change 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.

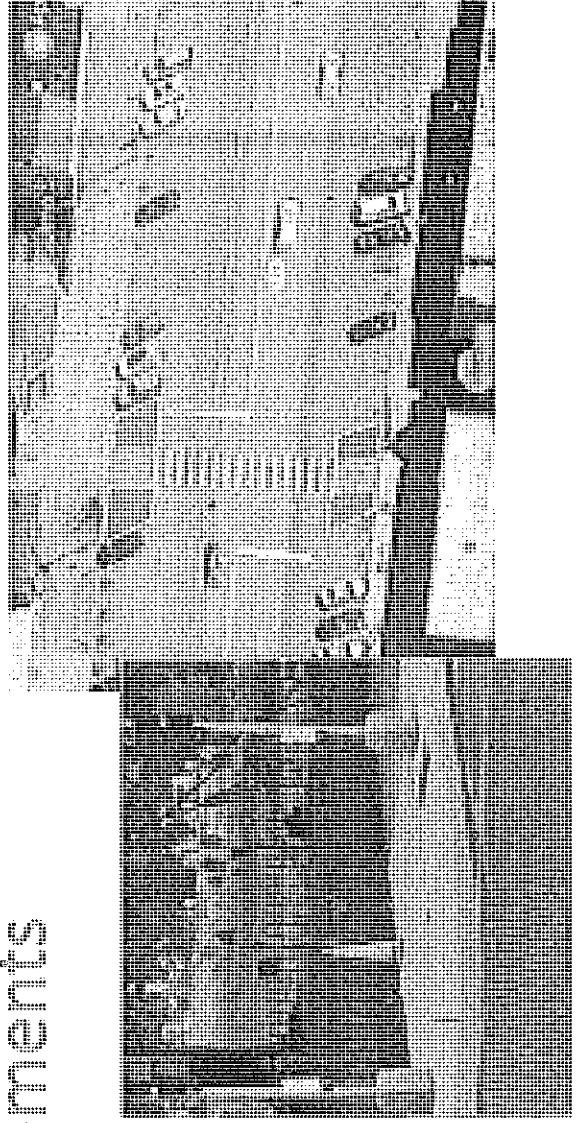


Project: Infrastructure Improvements
Budget: \$225,000.00

Summary

Examples of projects may include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements

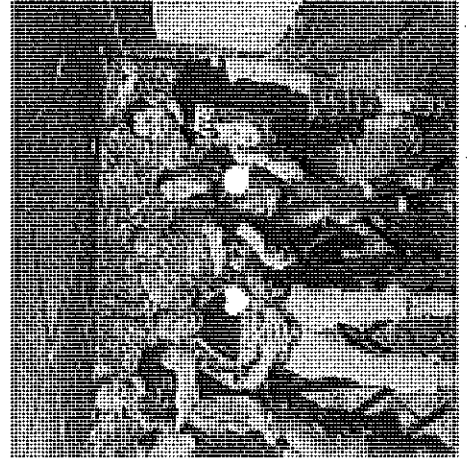
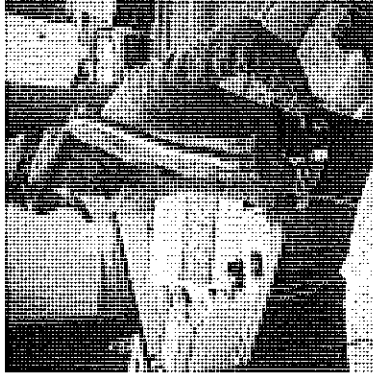


Project: Economic Development
Budget: \$25,000.00

Summary

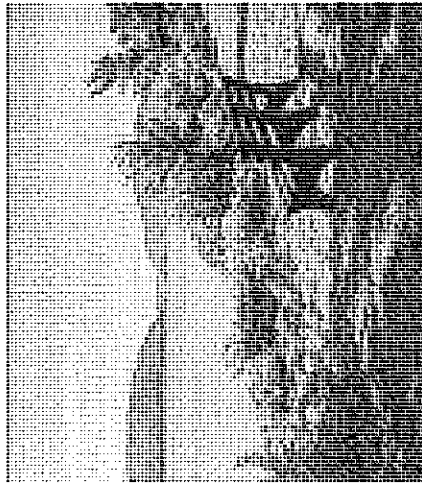
Examples of projects may include:

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



Project:
Budget:

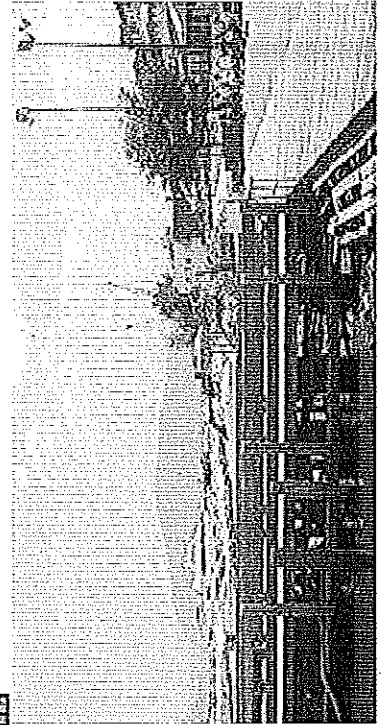
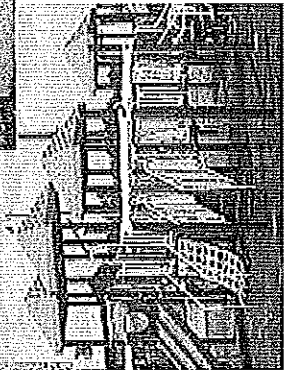
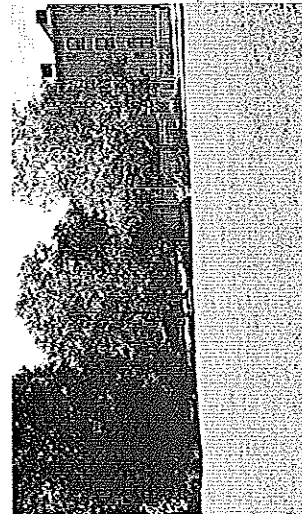
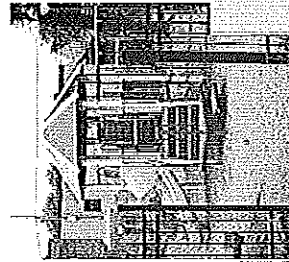
Park Improvements
\$175,000.00



Summary

Examples of projects may include:

- Playground equipment improvements/upgrades
- Fencing

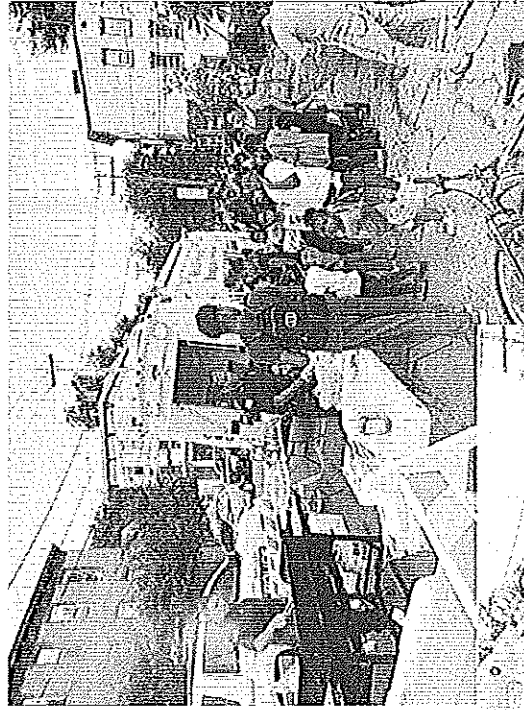
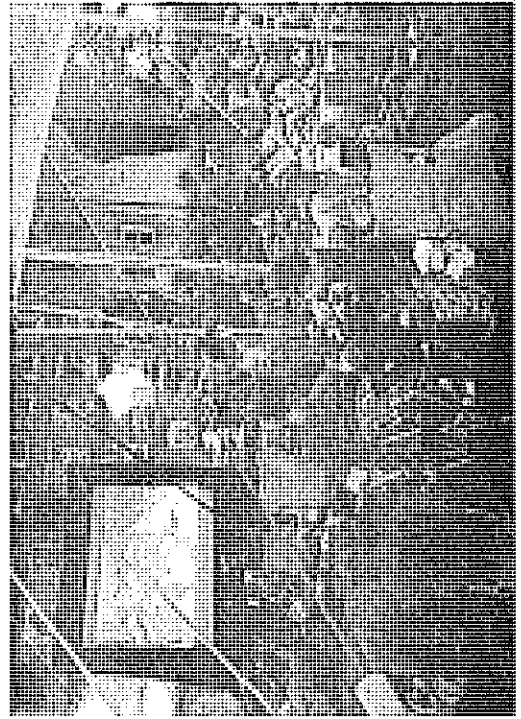


Project: Community Policing/Neighborhood Services
Budget: \$20,000.00

Summary

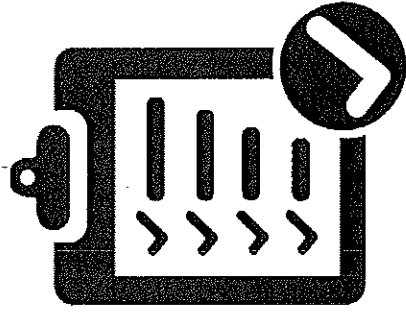
Examples of Projects may include:

- 2020 Children's Summer Film Festival



Project: Administration

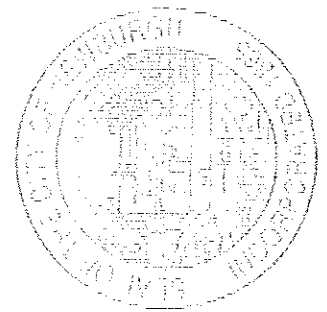
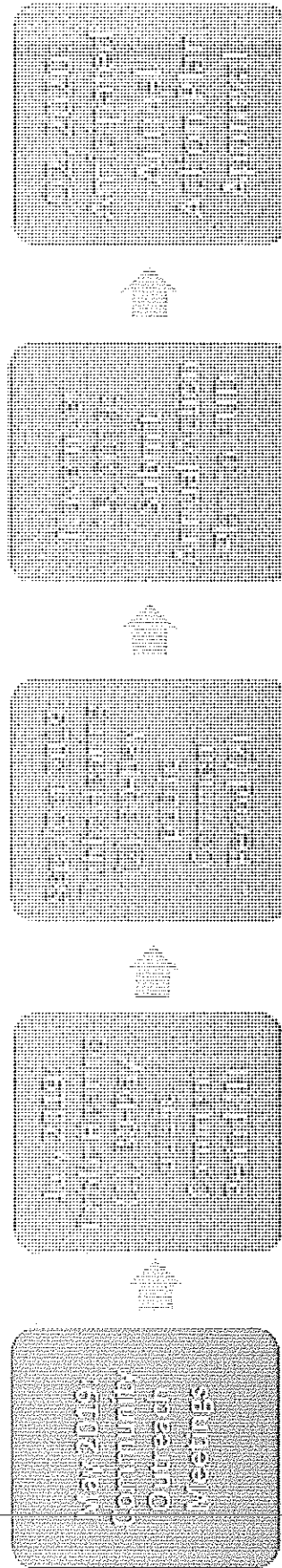
Project Funding: \$130,000.00



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



**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**

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

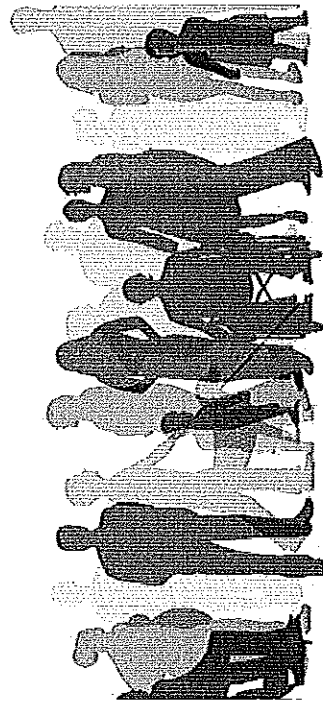
Hillary Rayford, En General

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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

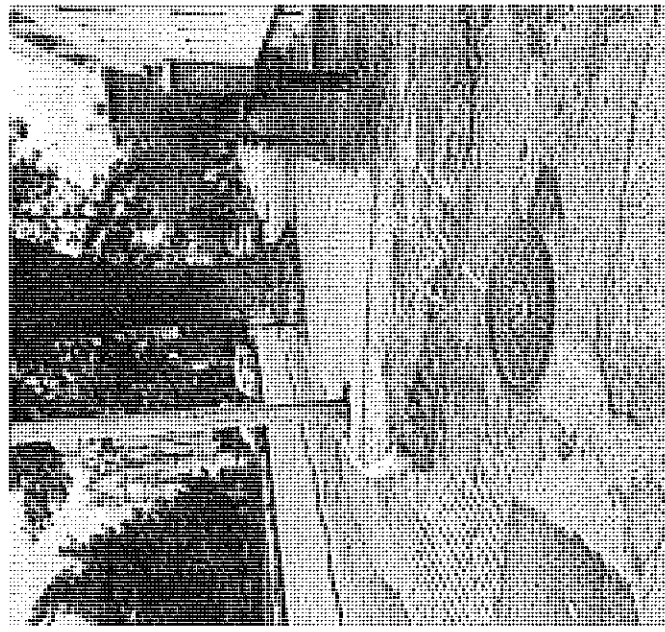
- Subvención para Desarrollo de los Bloques de la Comunidad (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD)
- Asignados a los gobiernos locales y estatales sobre la base de una fórmula
- La ciudad de Newburgh está bajo el Consorcio del Condado de 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

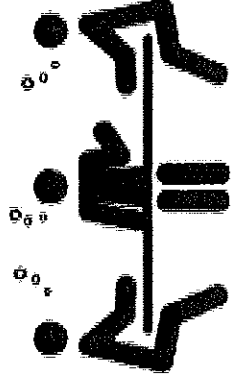
Los Objetivos del Plan Consolidado se identifican por las Necesidades Prioritarias en la Ciudad de Newburgh.



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 Públicas
- Dos (2) Periodos de Comentarios Públicos de 30-Días



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

Comentarios del Taller Público #1 de Plan de Visión 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

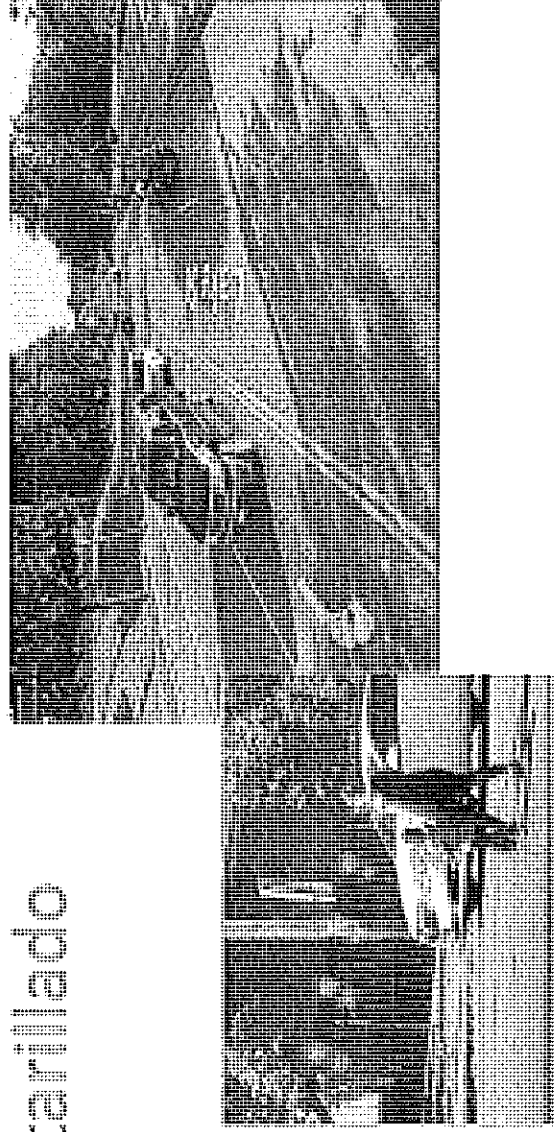
Ciudad de Newburgh Año Fiscal 2020-2024

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



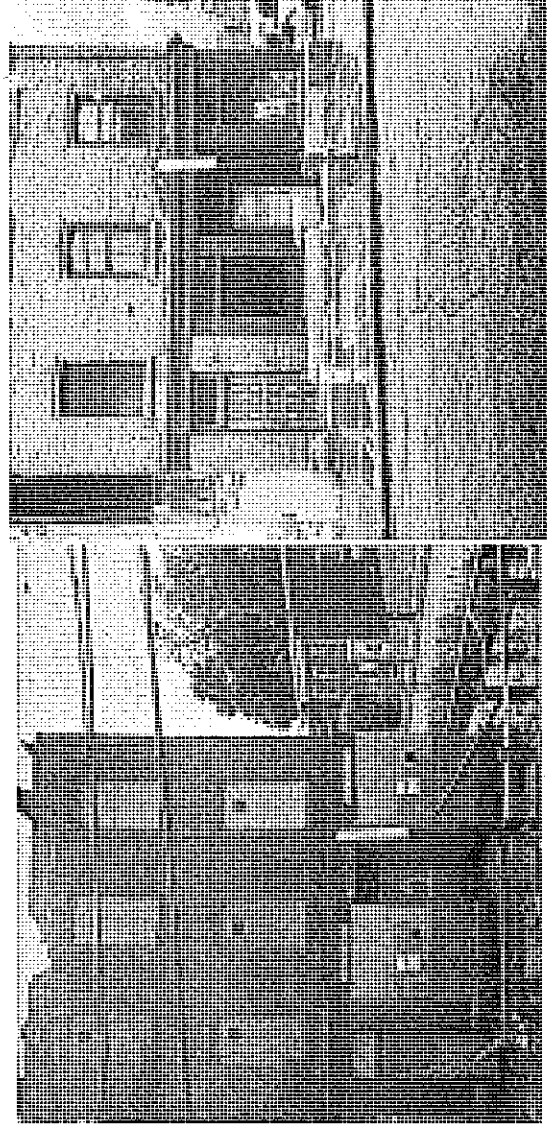
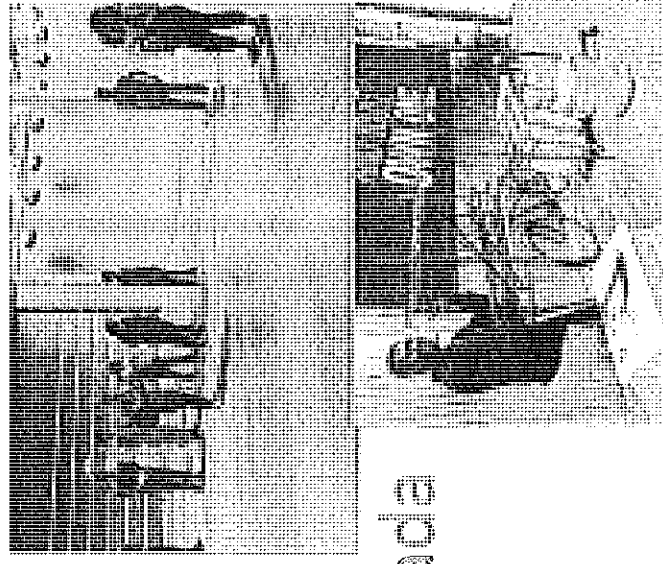
Ciudad de Newburgh Año Fiscal 2020-2024

Plan Consolidado:

Necesidad prioritaria: Desarrollo Económico

Ejemplos de Proyectos:

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



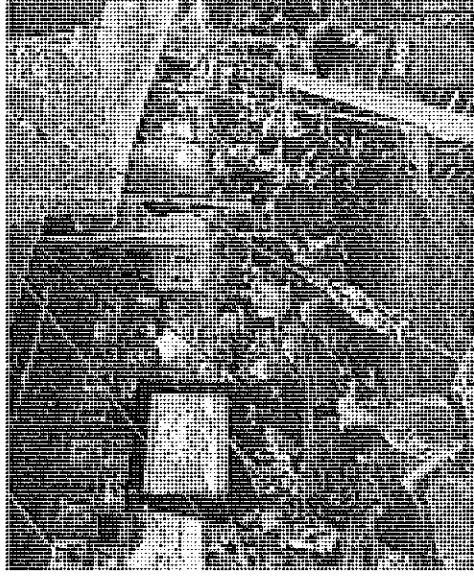
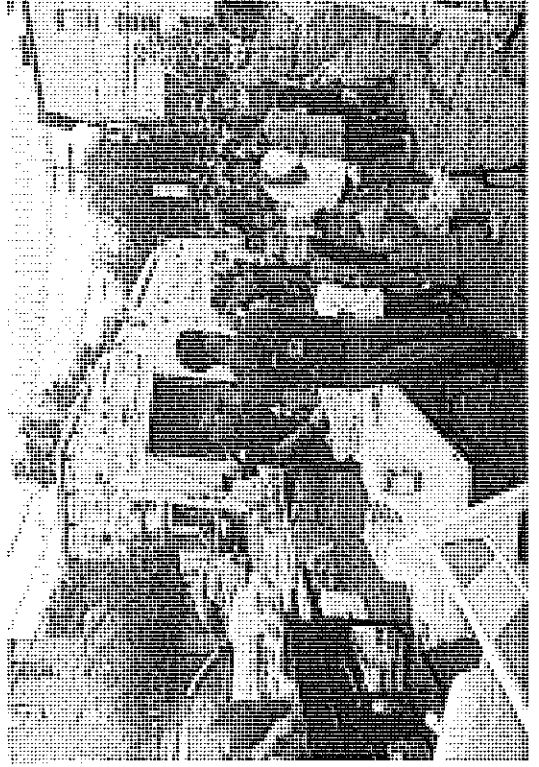
Ciudad de Newburgh Año Fiscal 2020-2024

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:

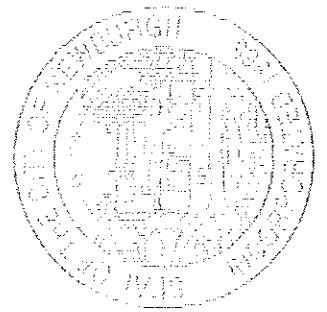
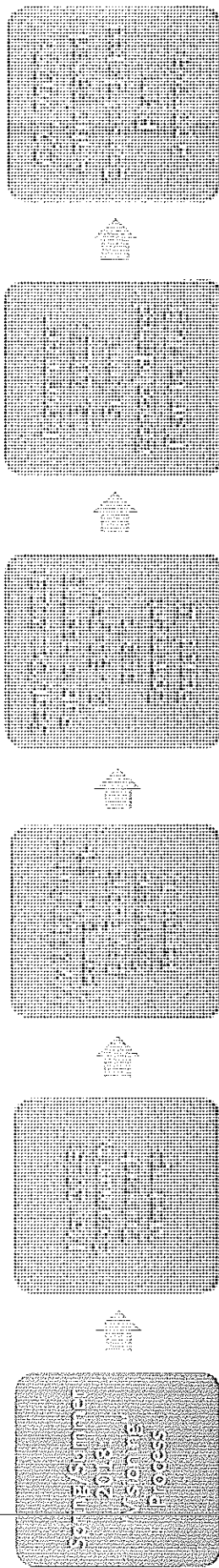
Necesidad Prioritaria: Vivienda

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



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 Acción Anual (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

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
	Housing	Housing	Salaries for 3 full-time employees; In Rem Property Supplies; In Rem Training; Homeowner Assistance Program	\$720,000.00 \$50,000.00	26% 6%	No Change 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/Facade 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	5%
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%
Policia 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%
	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
Desarrollo económico			
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 del Programa, salario y beneficios del personal, costos de operación del programa (incluyendo correspondencia), capacitación/conferencia	\$130,000.00	10%
Administración			

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 excesivos 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.

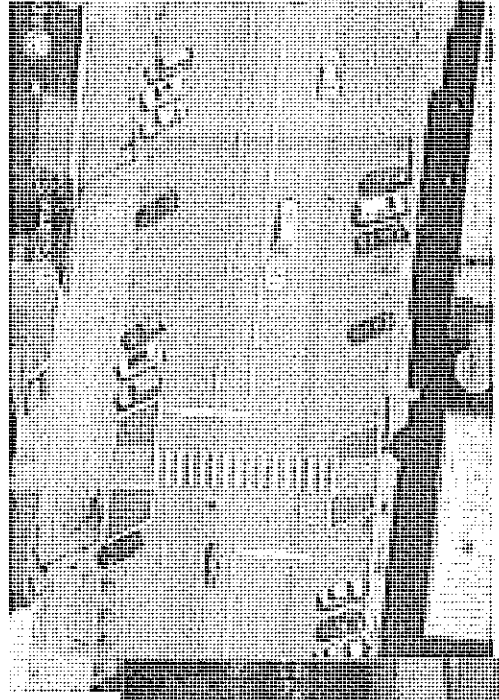
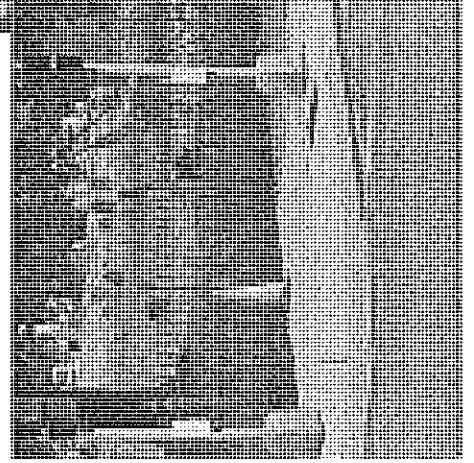


Proyecto: Mejoras de Infraestructura
Presupuesto: \$225,000.00

Resumen

Ejemplos de Proyectos Pueden Incluir:

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

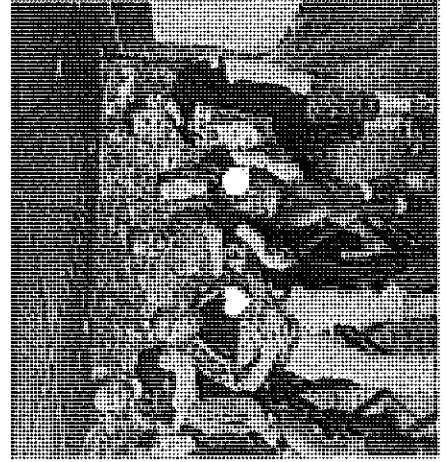
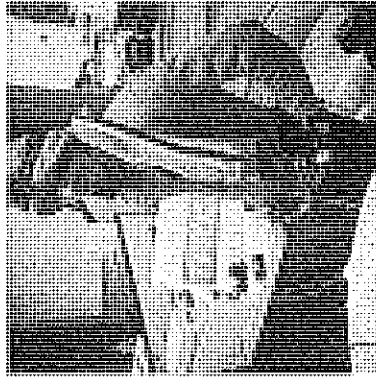


Proyecto: Desarrollo Economico
Presupuesto: \$25,000.00

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.



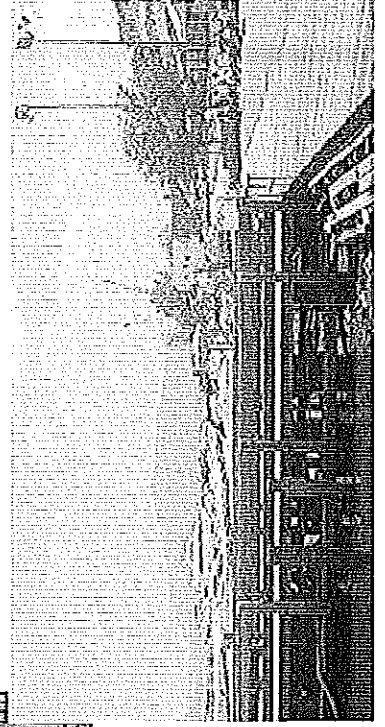
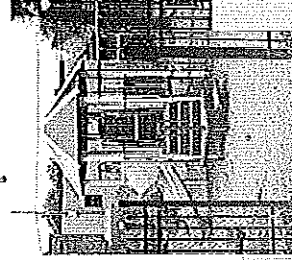
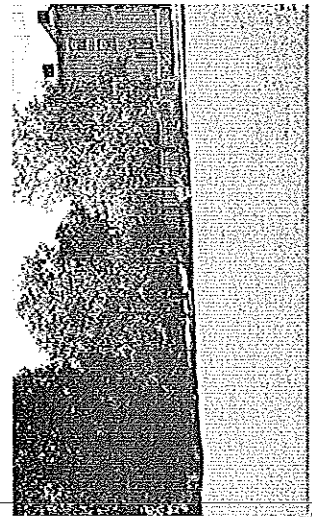
Proyecto: Mejoras de Parques
Presupuesto: \$175,000.00



Resumen

Ejemplos de Proyectos Pueden Incluir:

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

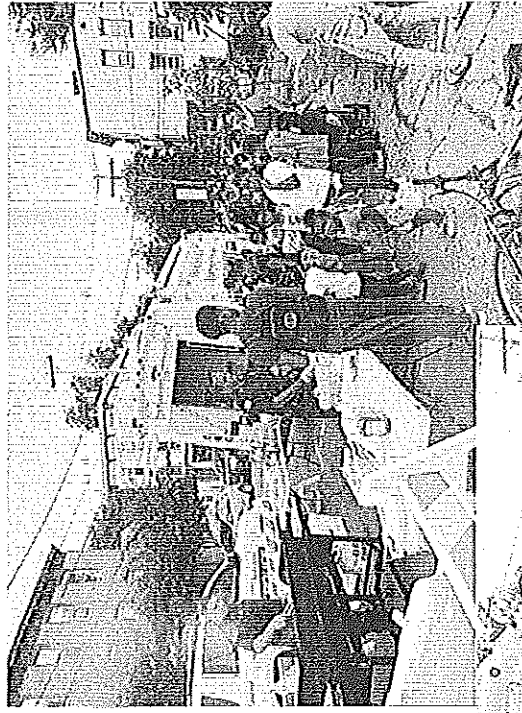


Proyectos: Vigilancia comunitaria/servicios de Vecindarios
Presupuesto: \$20,000.00

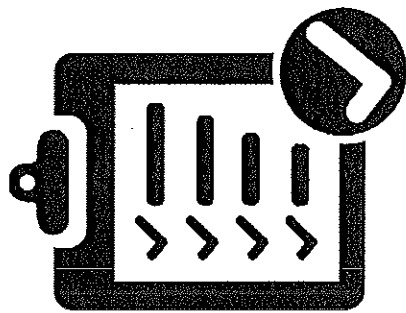
Resumen

Ejemplos de Proyectos Pueden Inclui

- Festival de Cine de Verano Infantil
2020



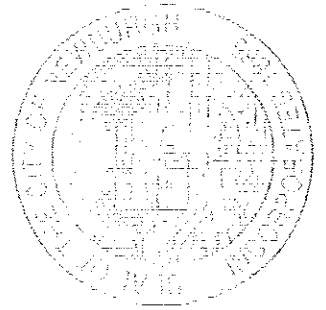
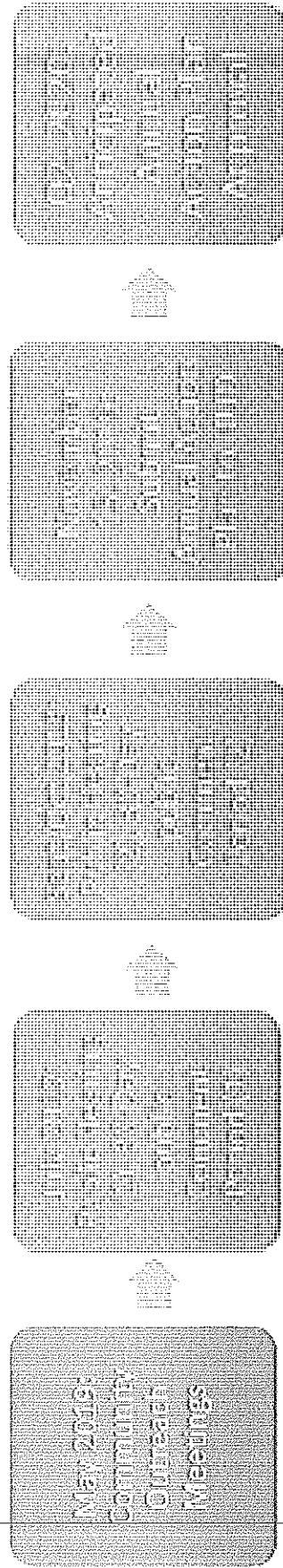
Proyecto: Administracion
Financiamiento de Proyecto: \$130,000.00



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 Cronológico 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



2019

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DRAFT

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



2019

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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 monitorizar 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 CDBG 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 a la identificación de las necesidades de desarrollo y vivienda, y en cuanto al 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 examen 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	10,085	42.6%	10,085	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	28,763	28,763	28,763	28,763
Sólo inglés	13,097	54.3%	13,097	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	10,066	42.6%	10,066	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)

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

Omari Shakur congratulated the young cadets and the police department. He feels that part of the city's budget issues is due to many employees not residing in the City. He said it is good that we are reaching out to our community to help prepare them to be police officers in the community that they live in. Shakur thanked Mr. Walker for speaking about the *1619 Project*. He is definitely planning to become a part of the initiative. Shakur announced an upcoming community meeting on Wednesday, September 25th at 6 P.M. at the Newburgh Free Library. The focus will be on Census 2020. He pointed out that for every person that is not counted on the record, the community loses \$1000 per person per year, so he wants people to become involved.

Julie Ridgeway, Chairperson of the City of Newburgh Democratic Committee, spoke about notice in light of the Consolidated Plan 30-Day Public Comment period. She encouraged the council to reach out to her to help amplify some of these messages to garner more public participation. She stated that Danskammer is not a political decision, it is a moral one. We are a city of democrats and we need you to come out and stand up for our children, who are our future; as well as standing up for clean water and air. While we are waiting for a number or a study, we can't continue to justify pollution in our air and water, nor can we jeopardize our kids' future. In light of the youth movement, Ridgeway said that we should pay attention to Little Miss Flint, who has been bringing national attention to environmental issues impacting communities of color. She pointed out that early voting begins on October 26th, and there will be a Day One early voting event at the Activities Center. "I Voted" stickers will be issued to participants. The City of Newburgh Democratic Committee will host a couple of speaking events concerning Danskammer and other environmental issues.

David Fishel commented about Resolution #234-2019. He is concerned that he was not informed that this item was on tonight's agenda, as he has yet to receive any response from the codes department about his applications for permits. He feels that the building has shown significant improvement, and he is a proponent of the extension; but, if there is no movement after the extension period, then he plans to come back before the council. He left photos and copies of emails between him and the Codes Office for the council to review.

Carly Eckert commented that she is one of the founding members of Chapman Steamer Arts, which is a budding arts culture center in the City of Newburgh. She has over ten years of experience in arts education, outreach and community programming in New York State. That arts programming is extremely dependent on the property at 199 South Street. Some of the

programs that will be offered include six to ten performance events per year, as well as dinner and dance events open to the community. Eckert said that if they lose that property, then they will not be able to provide programming for this city. The property at 199 South Street will offer lodging to visiting and local artists who are working in their residency programs.

Pauline Dillard stated she did not see the resolution on the agenda concerning the rescinding of partial tax payments. She pointed out that her husband Curlie was one of the first person's that brought this initiative to the city. It is also one of the reasons that he ran for council due to the numerous empty and vacant buildings in the city. Not everybody can afford to pay their taxes in one lump sum. Newburgh is a poor city, and some people need a little leeway when it comes to trying to pay their bills.

Mark Sanchez Potter spoke in opposition to Danskammer. It is a monstrosity, and it will poison our water, air and land. He felt that the Orange County Legislature, with some exceptions, failed the citizens of this county, by advancing a resolution in support of the plant. They are not looking at the long term environmental solutions that our city needs. It is a public health problem, and we don't need it in the community. New York State just passed robust legislation to push out fossil fuel, and we need Newburgh to take the same advancement on a green economy for all of our citizens.

Richard Rosencrans spoke about the breakdown of a system that is supposed to be helping people renovate and restore their historic buildings in the city; yet it keeps creating incredible road blocks and dysfunction. This has been going on for years. He is not sure what action is being done on the problem; but, if we are going to revitalize our city, then we should not be causing delays and confusion, on behalf of people who are shelling out a lot of money fix up their properties. We should try to figure out how to make all of the chaos stop.

Gina Thomas commented. Although she has had a good relationship with the Codes Department, her project continues to get put on hold because she has had to wait for a city-approved plumber to get back to her. She has called him constantly; but, for every week that the plumber or electrician doesn't show up, she is losing money. Thomas said that she enjoyed the presentation this evening, and she asked if there is a Face Book page where she could get more information. She has a community webpage that she would like to repost the information on. She spoke about the fatal shooting this past weekend. Thomas asked how we move forward on our community policing efforts. Also she would love to see something in the budget for cat spaying and neutering. We have such a huge problem with the overpopulation of cats in Newburgh, and most municipalities offer vouchers to help offset

fees for that. She appreciated that the CDBG hearing was translated into Spanish, because she is currently learning to speak the language.

Dinora Rosa commented. She feels that the city elected officials should contact the Director of the Newburgh Ministry directly. She has volunteered at the ministry for nineteen years, and she used to sit on ministry's board. The heart of Newburgh *is* the Newburgh Ministry. A lot of changes have occurred, and it has been two months since the director set up a community meeting. The meetings need to be resumed as soon as possible, because the community wants to speak.

Tom Roberts remarked that there are plenty of trash bins on the south side of Broadway; yet on north side there are only a handful. It may help alleviate the problem of garbage being littered in the street on that side. Also he asked why there aren't businesses being fined for the garbage they pile up outside of their establishments. The success of the city starts with cleaning up the garbage. Roberts would like to see something done about the tents above Colden Street all along the wall. He requested an update on the work at 112 Broadway. Everyone was excited when the work began, but, he has not seen anyone working there in two weeks. He wanted to know if this is going to be another thirty year project. Roberts pointed out that Middletown and other cities are flourishing because they enforce their ordinances and send all of their problems to us. When are we going to say enough is enough?

Kevin Daryan Lujan commented about Danskammer. Even though he is all about unions, he is concerned about the project. The misinformation and the inconsistencies are disconcerting, and he is not convinced. Lujan is a big supporter of creating jobs in Newburgh; yet we are not talking about living wage jobs that are going to bring families out of poverty. He believes that Newburgh deserves a voice on this issue. The tax impact alone that the project could have, show us that we should have reservations. While we have been considering a resolution, Danskammer is going to the County to try to ram it down their neck. Newburgh needs to lead the way on it to make our voice heard. The County should not control the narrative, because this impacts us more than anybody else.

Tamsen Hollow commented that a resolution by itself is not going to stop Danskammer; but, local comments are taken into consideration when given permit approvals for plants such as this. Hollow stated that it is a blaring omission that Newburgh has not yet opposed this project, in which Mayor Harvey responded it is because Newburgh is a part of the Article 10 Process. Hollow stated that she would like a resolution to make the opposition to this plant effective. Hollow stated that she appreciates the work the city council does, although the

public doesn't always say it. She asked if it is possible to vote on this proposal this evening while we don't have the union circus in town.

Mayor Harvey remarked that the council would have the resolution available for the October work session.

Cetera Boyd stated that all of the issues discussed tonight could be summed up as quality of life issues. She is concerned about the children walking down her street, and who encounter speeding vehicles. She called West Point School Bus Company, because she caught several bus drivers speeding down her street. Not only school buses, but taxis and other types of vehicles speed through the street too. There are no police cars to take notice of it either. If we change the system, implement a 15 mile per hour speed limit, and start issuing tickets, then we will get our much needed revenue. Also a traffic light needs to be installed on her street. It does not help when people are not being held accountable for their speed. She stated that her street is also a dumping ground, and taxicabs ruin their curbsides when they bust U-turns on her block. Homeowners should not have to pay for that.

Eric Jarmann stated that the speeding everywhere in Newburgh is insane. Having two businesses on Broadway, he is pretty much here morning and night. He has even seen pedestrians run back onto the grass just to avoid being hit by the cars. We need to look at a larger picture way to address the issue. Also the crosswalk at Chambers Street and Broadway has not been painted in years. You can't see it until you pass it. At this point he is going to don a yellow vest and escort people across that crosswalk. Jarmann said that it is safer to jay walk because the cars understand the dynamic and how that movement goes.

Police Chief Solomon addressed some of the traffic concerns. There were three fatal accidents last year due to reckless driving, and we realized we had to take serious action with respect to traffic enforcement. We took a focus on patrolling areas where accidents were most prevalent. Using crime analysis to show us where the hot spots are located, we have been reporting the ticket data month by month. Solomon stated that we should start to see some correlation with the ticket data versus where the accidents are within the next few months. Our staff is out there and they are writing a ton of tickets; we just need to see if there is a reduction in the accidents based on the data.

Mayor Harvey asked Solomon if there are any challenges we face regarding staffing that prevents us from dedicating more manpower to traffic and traffic enforcement. He pointed

out that we just had a police exam, in which there were over 500 applicants, so he knows that we are in the process of beefing up the department.

Solomon stated that he would talk more about additional staffing requirements during budget discussions; but, in short, there are several areas within the department that should have additional manpower. Also there is a combination of officers in field training, which are not boots in the ground for us. Also the fact that some of the officers are currently in the Academy reduces manpower. At any given time we are down an average of ten to fifteen officers due to the fact that we are losing them to other departments.

This portion of the meeting was closed.

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

Councilman Grice commented that he has known a majority of the students in the Junior Police Academy since they were in elementary school, and he is very proud of the growth and progress that the youth have made. He commented on the importance of Census 2020, and the importance of being counted. Grice encouraged everyone to take a look at the picture of the Liberty Streetscape so that we can have an idea of what Liberty Street will look like. He hopes that the Codes Department can be clearer with its communication. Even though the department works hard and its intentions are well, we want to ensure that people get through that process more efficiently. As far as media outreach, we do follow the regulations; but, perhaps we can do more things about it. Speaking about traffic, studies have shown that when a car is going 20 miles per hour the car-to-body ratio is less fatal, so he would like to see a reduced speed limit throughout the city. In light of *The 1619 Project*, he is looking forward to the upcoming African-American Day Parade, as both events align with each other in the time. Grice is happy to hear about the upcoming quality of life sweeps that will be occurring city-wide. He opposes Danskammer. Grice is happy about the renovations at Gidney Avenue Park.

Councilwoman Monteverde appreciated all of the comments. She and Councilwoman Mejia have been working on a resolution to present at the October meeting. She agrees with some of the communication issues about adequate notice; but, perhaps we could look at other ways at getting the word out to people. Transparency is extremely important. Monteverde appreciated the presentations tonight. It was wonderful to be a part of the Cadet graduation ceremony. It is important to engage the youth when they are young, and hopefully prepare them for careers in law enforcement.

Councilwoman Rayford commented that the organization *We Love Newburgh* had sponsored a parade and festival this past June. All of the comments align with the fact that everything that people spoke about tonight concerns Newburgh. She opposes Danskammer. Rayford stated that she spoke about the speed limit earlier on in her council term. Everywhere you turn there is some type of designated learning facility, where there are children. The speed limit should be reduced to 20 miles per hour to reflect that. Also she asked how much money is in CDBG. Rayford stated that she does not see anything in CDBG for our youth, and they are a huge part of our city. If there is nothing for them to do, then they are going to pick up the guns. This community does

not have a place for children to go when the schools are closed unless a specific event is being held. We have to figure out what we are going to do with our youth.

Councilman Sklarz pointed out that he downloaded the app *FYI Newburgh* onto his phone. Within less than a week of downloading the app his concern of a down street sign in his neighborhood was addressed. He welcomed the donation of funds for the ambitious program at Delano-Hitch Recreation Park. He was happy to attend two events in the city: the 97th home completion by Habitat for Humanity and the Civil War Memorial. Sklarz stated that we have been involved in the Article 10 Process from the very beginning. If the people who are in support of Danskammer would like to know when he changed his mind about it, for him, it switched when Danskammer bypassed the city and went straight to the County Legislature demanding that it be passed right away.

Councilwoman Sofokles thanked Jules Ridgeway for doing a great job with the City's Democratic Committee. Sofokles stated that Ms. Boyd has a valid point about the speeding. It is a quality of life issue, and it is a problem throughout the entire city. People can't even walk their children across the street at times. She wanted everyone to know that the council hears their concerns. She stated that she intends to vote no on the resolution authorizing the city to pay an outside company to take care of our own animals. We need a dog pound, and we have buildings in our city that could be utilized so that we can take care of our own problems.

Mayor Harvey thanked those who remained at the meeting to hear the council's comments. We took an aggressive stance to become a part of the Article 10 Process. He is the type of person that likes to fact-find first to make a rational and informed decision. That is why he hasn't been vocal about his position on Danskammer; but, now he is going to go on record and say 'No' to Danskammer. We want a green and walkable, and a safe city so that we all can benefit from an improved quality of life. Harvey pointed out that these issues didn't happen overnight. They have been happening for decades. Our staff works day and night to try to work on these issues. We are down in manpower, and we are trying to keep costs down to a minimum, so that we don't have to raise the taxes. Harvey mentioned that we are revitalizing the codes department in unimaginable ways, which include us being the recipient of the Rise Phase III Grant. This will help us upgrade our software so that all departments can communicate and become more efficient.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

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

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6
Adopted

Resolution No. 231-2019 - Water Department Budget Transfer

Councilwoman Rayford moved and Councilman Sklarz seconded.
Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6
Adopted

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

Councilwoman Rayford moved and Councilwoman Sofokles seconded.
Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6
Adopted

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

Councilwoman Rayford moved and Councilwoman Sofokles seconded.
Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6
Adopted

Resolution No. 234-2019 - 199 South Street - extension of time to rehabilitate

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6

Adopted

Resolution No. 235-2019 - Colby Kennels -- animal shelter services contract

Councilman Grice recalled that the data was requested previously. He would be open to explore whether we could have something in the city to handle stray cats and dogs.

Michelle Kelson pointed out that we have not had a dog pound in the city in eighteen years. She admonished that the council should have something in place from a regulatory perspective. If not, then the city will be in violation of the NYS Agriculture and Markets Law. She urged, for the sake of regulatory compliance, that the council pass it tonight. We can work on a viable plan that can be supported financially and operationally for October 2020.

Councilwoman Sofokles stated that it does not make it right. She has been advocating for a dog pound for years, even before she came onto the council. She recalled a time during a previous administration, in which a building was offered to the city at the corner of Gidney and Liberty Street, and yet we turned it down. Having a facility there would have also stabilized the neighborhood.

Councilman Grice moved and Councilman Sklarz seconded.

Ayes: Grice, Monteverde, Rayford, Sklarz, Harvey - 5

Nays: Sofokles-1

Adopted

Resolution No. 236-2019 - Donation of Engineering Services from CPL -Clark Patterson Lee Engineering

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6

Adopted

Resolution No. 237-2019 - Internunicipal Police Tactical Team Agreement Town of Woodbury

Mayor Harvey stated that a number of constituents reached out to him about the cost analysis of it. Any type of inter-municipal agreement is always a plus; but, he asked the police chief if it will increase the overtime.

Chief Solomon pointed out that the cost would be minimal. It would not be for routine occurrences; it would be for an unusual, or major event.

Councilwoman Rayford is concerned about the overtime that is incurred if our officers have to go there. Perhaps we could put a clause into the agreement that the overtime should come out of the other party's budget. She feels that mutual aid is good, but, we can't afford \$2 Million in overtime fees.

Michelle Kelson stated that she did not negotiate this particular agreement, yet the city has a number of mutual aid and cooperative agreements, in which each party bears the costs of participation in whatever joint operations arise from the agreement. Generally those type of clauses are deal-breakers. This particular agreement extends until January 2025, and it can be renewed.

Councilwoman Sofokles commented that mutual aid is one municipality lending a hand to another, and you need to have that municipal mutual aid. We always have overtime in this city, because we are short-staffed and underpaid.

Councilwoman Monteverde stated that we should not complicate matters. She does not foresee mutual aid becoming an issue, as far as overtime is concerned.

Harvey mentioned that it was an inter-municipal agreement that brought our firefighters to that fire at the Verla factory in New Windsor. A number of the injured men have thankfully returned to work, and there are a number of men who are still trying to recover.

Rayford stated that if there is an emergency here, and we are out assisting elsewhere, then who is manning Newburgh. She made a public service announcement that is very important for our staff to come to work each day.

Joseph Donat stated that the number of staff does not change. This particular agreement would be for weapons and tactic teams to be deployed here.

Sofokles stated that it is not that our staff doesn't show up for work. They are leaving for better paying jobs. We have lost many officers to Spring Valley, and we need to fund our police department to the point where the pay is competitive. They have to be able to make a living to support their families.

Councilman Grice commented that we can dig more into this discussion when we have our budget talks. We should stick with the topic at hand.

Kelson pointed out that we could be in breach of contract if the city does not provide the personnel or equipment when the circumstances arise. If the agreement is not working to the satisfaction of either party, then we could probably be able to secure an early release from the contract.

Councilwoman Rayford moved and Councilwoman Sofokles seconded.
Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6
Adopted

Resolution No. 238-2019 - Fire Department Surplus

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6
Adopted

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

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6
Adopted

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

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6
Adopted

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

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6
Adopted

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

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 6
Adopted

The City Manager concluded his report at this time.

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

#230-19

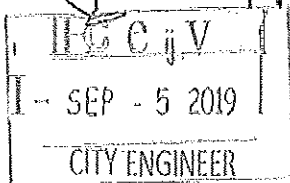


Department of Transportation

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,

A handwritten signature in black ink, appearing to read "Marshall Gioia".

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 allocated MARCHISELLI Program Costs FOR ALL PHASES 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.

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: <u>Marshall Gioia</u> Phone No: <u>845-431-5804</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See [LPB's website](#) for link to sample footnotes)

- Project description continued: The scope of work consists of the replacement of one block of City sidewalk in the heart of Newburgh's Historic downtown, along Liberty Street between Broadway and Ann Street, with a new complete streets oriented streetscape design. The design includes pedestrian curb-extensions; Americans with Disabilities Act (ADA) compliant design; a larger, safer, more pronounced transit waiting area at the City's largest transit transfer station; green infrastructure bioswales,; and historically appropriate materials.
- This project is funded through the Transportation Alternatives Program, with a capped federal award amount of \$463,000.
- This Schedule A adds all funding to the construction and construction inspection phase.
-
-
-
-
-
-
-
-
- PIN 8761.91; 9/03/19mg

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</u>	<u>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 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 Sponsor</u>	
1. Prepare ARM or other mapping, shbwing 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/Task

Responsibility: 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.**

January 2014

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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: mwb certification@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/reggs/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

PIN 8761.91
09/03/2019mg

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

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.

232-19

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

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.

#233-19

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

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.

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.

#235-19

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.

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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 Ltn. 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. Ltn. 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.

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 1st 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 I 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.

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.

240-19

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.

OLD BUSINESS

Councilwoman Rayford requested an update on the forensic audit.

Comptroller Todd Venning stated that we are finishing the 2018 audit. We have received the draft financial statements so it should be done in the next week or so. He stated that Rayford should contact him if she has names of people she could provide to him, as the auditors will require as much specific information as possible.

Mayor Harvey stated that a forensic audit requires that a specific target or department, in question, be identified in order to be enacted.

Rayford remarked that the real question is how many years are we going back? The people she has are ready to begin.

NEW BUSINESS

Councilwoman Rayford wanted to know when we started paying rent for the building that houses our new police hub at the corner of First Street and Johnston Street.

Michelle Kelson responded that we started paying rent when the council approved the lease.

Councilman Grice remarked that when we say that we are against Danskammer, then we must have alternatives in place to meet the energy demands of our residents. He had a representative from Hudson Valley Energy come to speak about Community Choice Aggregation, which is an opt-in option. He is hoping that some legislation of this type will be passed to help us move forward. He publicly apologized to Councilwoman Monteverde for not approaching her beforehand about it, as he realizes that he and Monteverde think alike on many issues.

Councilwoman Monteverde stated that she would be happy to speak with Grice about it, and she has some ideas too. Last week she stated that she had an opportunity to tour *The Accelerator* program at 605 Broadway. It is a Production Sewing Associate, which is looking to train and employ people to be tailors. Tailoring seems to be a lost art, and there is a lot of work in the field. There are some pop-up designers located there, and Monteverde wants to help get the word out about the training program.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice stated that even though the IPA issue is off the agenda, he hopes that if it does come back around, that it is only for single and double family homeowners. We have to tighten up the process and make sure that it is clear to the community about what they are getting into. He encouraged people to come out to the budget hearings and participate, as the budget is what impacts the taxes more than anything else. He and Mayor Harvey have been working aggressively to bring the tech industry to Newburgh. The City of Newburgh, in collaboration with Open Hub, will be hosting a *Tech Fest* in the City of Newburgh on October 11th and October 12th. There are discounted rates for students.

Councilwoman Monteverde appreciated the City Manager's Report. She thanked him for pointing out the revitalization and the wonderful work that Habitat for Humanity and the Newburgh Land Bank are doing on Lander Street and Chambers Street. Again, she commented that she does not want Danskammer, nor does she want any fossil fuels. Hopefully the council is going to vote in opposition to it.

Councilwoman Rayford mentioned some of the quality of life improvements in the CDBG public hearing. She pointed out that film showings and police barbecues alone won't solve the problem. We also need employment, job training and education. Those are the life-changing things that are going to improve the quality of life for people in the City of Newburgh. Regardless of age, she encouraged everyone to get educated so that one's quality of life is increased for the better. She thanked DPW for all of its hard work. She would like to see more women in the department too. She thanked Derrick Stanton and his team for doing a tremendous job. She encouraged everybody to hang in there, because this city is moving forward.

Councilman Sklarz encouraged everyone to either come out or watch the budget hearings on the internet. They are held at 5 P.M. on Wednesdays, Thursdays and Mondays. He commented that the IPA discussion is a good example of how this council has worked together. He and his colleagues took both sides of the argument, and they paid attention to the public comments. The result of tabling the resolution is the right outcome based on all of the facts they were given.

Councilwoman Sofokles agreed with Councilman Sklarz. We try to hear both sides of the story; but, we can't support fossil fuels. She has looked at both sides of the table, but, we have to think about the future of our children. She thanked everyone who was involved in the rededication of the Civil War Monument. It was a long time coming because the person who destroyed it with his car only had \$25K in liability insurance. It took a few years to raise all of the money. Sofokles stated that she started the Downing Park Planning Committee in 1985, so it holds a very dear place in her heart. It is wonderful to see the café, and people walking throughout the park day and night. It is another thing that we got done in the park, and she is pleased about it.

Mayor Harvey thanked everyone for expressing themselves with civility and respect. The council has a lot of tough decisions to make, and there are a lot of ongoing challenges in our city. But the more that people are engaged and continue to speak out, then the more we really see a true Democracy. On some occasions our neighboring towns are on one accord on issues; then on other issues, such as clean energy, saving the environment, and living in a Green and walkable city, that perspective starts to change outside of our city. There has been ongoing dialogue about our homelessness problem. Harvey has spoken to people, including County Legislator Kevin Daryan Lujan and Collin Jarvis of the Newburgh Ministry. The ministry is planning to triple its capacity, as the organization recently purchased two properties next to the current ministry. This is actually a good thing to help expand the great work that the ministry currently does. In terms of economic development and revitalization in the city, Harvey stated that there are many areas in need of improvement, but, it takes money and time. He encouraged everyone to continue to trust the process.

There were no other comments at this time.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:30 P.M.

Respectfully Submitted,
KATRINA COTTEN
DEPUTY CITY CLERK