



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
January 24, 2019
6:00 PM

Council Meeting Presentations

1. Executive Session

1. Proposed, pending, or current litigation

2. Matters pertaining to the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

1. *Litigación actual, pendiente o propuesta*

2. *Temas con respecto al historial médico, financiero, crediticio o empleo de una persona en particular o corporación, o temas llevando al nombramiento, empleo, ascenso, descenso, disciplina, suspensión, despedido o destitución de una persona en particular o corporación.*

Work Session Presentations

2. Land Bank Annual Presentation to Council

(Madeline Fletcher)

Presentación Anual del Banco Agrario para el Consejo (Madeline Fletcher)

3. Presentation by Damian DePauw from Impact

(As per Councilman Grice)

Presentación por Damian DePauw de Impact (de acuerdo al Concejal Grice)

4. Presentation by Manna Jo Greene regarding the Nuclear Power Plant

A Resolution of the City Council of the City of Newburgh to oppose the proposed Danskammer fracked gas plant expansion. (As per Karen Mejia)

Una resolución del Consejo Municipal de la Ciudad de Newburgh para oponerse a la propuesta de expansión de la planta de fractura hidráulica de gas Danskammer. (De acuerdo a la Concejal Karen Mejia)

Planning and Economic Development/Planificación y Desarrollo Económico

5. Resolution amending terms and conditions of sale - 60 Hasbrouck Street

Resolution amending the terms and conditions of sale for the property known as 60 Hasbrouck Street (Section 38, Block 3, Lot 56) at private sale to Michael Lavan. (Michelle Kelson)

Una resolución enmendando los términos y condiciones de venta de la propiedad conocida como la 60 de la Calle Hasbrouck (Sección 38, Bloque 3, Lote 56) en una venta privada a Michael Lavan. (Michelle Kelson)

6. Surplus Materials at 123 Grand Street

Resolution declaring paper and other art supplies as surplus and authorizing disposition to the Newburgh Enlarged City School District. (Ali Church)

Resolución declarando papel y otras provisiones de arte como excedentes y autorizando la disposición al Distrito Escolar de la Ciudad de Newburgh. (Ali Church)

7. Amend the 2019 Personnel Book to Add a Full Time, 8-month Neighborhood Stabilization Coordinator

Resolution amending the 2019 Personnel Analysis Book to add one (1) Neighborhood Stabilization Coordinator on a temporary basis in the City of Newburgh Department of Planning and Development. (Ali Church)

Una resolución enmendando el Libro de Análisis del Personal del 2019 para agregar un (1) Coordinador de Estabilización Vecinal de forma temporal en el Departamento de Planificación y Desarrollo de la Ciudad de Newburgh. (Ali Church)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

8. Amend Resolution 228-2018 to accept a Cities RISE Phase II Grant from Enterprise Community Partners, Inc. for an additional \$30,000

Resolution amending Resolution No. 228-2018 to accept an additional \$30,000.00 for a total of \$80,000.00 from a Cities for Responsible Investment and Strategic Enforcement Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General. (Ali Church)

Una resolución enmendando Resolución No. 228-2018 para aceptar \$30,000.00 adicional para un total de \$80,000.00 de la subvención de Ciudades para Inversiones Responsables y Aplicación Estratégica Fase II de "Enterprise Community Partners, Inc." Para asistencia técnica para facilitar capacidad construcción en estrategias de aplicación de código a través de la Oficina del Procurador General del Estado de Nueva York. (Ali Church)

9. Apply for Art Works Grant on Behalf of the NACC

Resolution authorizing the Interim City Manager to apply for an Art Works grant from the National Endowment of the Arts in the amount of \$35,000.00 with a \$35,000.00 match to conduct a Newburgh arts and cultural survey.

Una resolución autorizando al Gerente Interino de la Ciudad a solicitar para una subvención de Trabajos de Arte del Fondo Nacional de las Artes por la cantidad de \$35,000.00 siendo igualados con \$35,000.00 para realizar una encuesta de arte y cultural en Newburgh.

10. Best Resource Center - workforce development agreement

Resolution authorizing an agreement with Best Resource Center, Inc.. to provide workforce development employment opportunities for City youth in the Department of Public Works and Water Department from January 1, 2019 to June 30, 2019. (Michelle Kelson)

Una resolución autorizando un acuerdo con “Best Resource Center, Inc. Para proporcionar oportunidades de empleo para el desarrollo de la fuerza laboral a los jóvenes de la ciudad en el Departamento de Obras Publicas y Departamento de Agua desde el 1 de enero de 2019 al 30 de junio de 2019. (Michelle Kelson)

Ordinances/ Decretos

11. Ordinance to change the name of the Parking and Transporation Advisory Committee to the Transporation Advisory Committee

Ordinance amending Chapter 71 of the Code of Ordinances to rename the “Transportation, Traffic and Parking Advisory Committee” as the “Transportation Advisory Committee”. (Michelle Kelson)

Una Ordenanza enmendando el Capítulo 71 del Código de Ordenanzas para renombrar el “Comité Consultivo de Transportación, Trafico, y Estacionamiento” como el “Comité Consultivo de Transportación”. (Michelle Kelson)

Discussion Items/Temas de Discusión

12. Comprehensive Video Surveillance Program Update
(Chief Solomon)

Actualización del Programa Comprensivo de Video Vigilancia (Jefe Solomon)

13. Year End Summary of City Properties Sold
(As per Mayor Harvey)

Resumen de Fin de Año de Propiedades de la Ciudades Vendidas (De acuerdo al Alcalde Harvey)

Timebank Presentation to City Council

Intro:

(Slide 1 – logo and name)

1. Thank you for having me here.
2. Name, President and CEO of IMPACT!, Inc.
3. Some of you may know me, I grew up in Newburgh, I am a current resident of the city and I also work here in the city.
4. I work for Independent Living Inc. as a Program Manager for Onward Recovery and my office is right on Grand Street across from the library.
5. You may know me from some of the community work that I do with We Are Newburgh.
6. To make a long story short as I know I only have 10-15minutes for the presentation, I studied Asset Based Community Development and have recently been studying a lot on Sharing Economies.

(Slide 2 &3 – ABCD Community Development and Sharing Economies)

7. I've worked in the nonprofit field for over 18 years. A combination of my passion to help people, coupled with things that I've learned as a community organizer for We Are Newburgh inspired me to start my own nonprofit organization – IMPACT!, Inc. - IMPACT stands for Individuals Making Positive Advancements in their Communities Together

(Slide 4 – Mission and Vision of IMPACT!, Inc.)

8. In short, the mission of IMPACT!, Inc. is to increase civic participation and civic responsibility in impoverished neighborhoods through volunteerism and service-learning.
9. The vision is really to see that people rise up and be the change that they want to see in the community. Too many of us are focused only on ourselves and trying to get by or get ahead and because we don't take responsibility for making our community a better place, it continues to decline in many ways. Barack Obama said ""change will not come if we wait for some other person or some other time. We are the ones we've been waiting for, we are the change that we seek."

10. I believe that real change does not occur from government, or increasing police forces, or other institutional approaches. I believe real change occurs in a community when the common people get sick of the status quo and step forward to do something about it; it comes from the bottom-up, not the top-down.
11. One of the things that has been so inspiring to me in doing my work with We Are Newburgh is just how many people come forward during one of our events and say, “ I support this, what can I do to help? Put me to work.”
12. I believe that the time is now for all of us to step up and do something to improve our city and fight some of the challenges we face and I think a lot of other people are ready and willing to step forward to help if they had the proper outlet.

(Slide 5 – Website preview)

13. We have a couple different programs and projects at IMPACT!, Inc. and you are free to explore our website that was just launched this month to learn more about IMPACT!, Inc. (www.impactyourworld.co). We have a few other projects and programs that will be launched in the next couple of years as I am able to build the organization.

(Slide 6 – Together We Can – Newburgh Timebank info.)

14. But the project I’m here to speak about today is The Together We Can Timebank – Newburgh’s Timebank. How many people here are familiar with timebanking?
15. History of my effort to start “Hood Help”
16. Conversation a year ago with a friend who suggested timebanking and the history of timebanking in the United States.

(Slide 7- Edgar Cahn)

17. Timebanks USA, Edgar Cahn and Together We Can Timebank is a registered timebank with Timebanks USA. It can be found at www.togetherwecan.timebanks.org.
18. Explanation of how a timebank works – It is a system of exchange superior to volunteering to help address community needs as well as people’s

individual needs. It is also a very powerful tool in helping to build a stronger community fabric for a city like ours.

(Slide 8 – TWC Profile Screenshot)

19. Register in the timebank, help people or organizations with initiatives or projects that you have skills that can be applied to, “bank” your hours on the online platform, then list your own individual needs and “spend” your time credits to have your own individual needs met. Circles of giving continue throughout the community, relationships and community ties are formed, and the whole community grows stronger as people help each other and the community becomes more unified and welcoming to all. Divides of race, age, socio-economic status and other disparities are overcome as people meet each other, help one another, and form friendships that they otherwise would never have formed.
20. On the pamphlet you have there are multiple videos listed on the inside center section, feel free to explore them. Some of them explain timebanking much better than what I am going to show you but I chose this video to reveal the actual potential of what a timebank can do.
21. So in Japan, they have actually used timebanking since 1960 and it is a system they call Fureai Kippu. In Japan people commit acts of service to others throughout their entire life, and they bank all of the hours. When they become elderly, they start to cash in their time to get the help they need to remain in the community independently. So they actually use the system as a retirement system of sorts in Japan.
22. In Australia, the world’s largest timebank is operated actually by the government as a program to get things done. They have 6,100 members and when a natural disaster hits, thousands of people respond to requests that the actual government makes to get things done quickly with the manpower of dedicated people willing to donate their time and talent to the common good.

[Video] (https://youtu.be/llr_wfp8W0c)

Conclusion

1. What is so beautiful about timebanking is that it is not a single project or program to address a specific issue or need. Instead it is an entire

platform to address almost anything, we are limited only by our imaginations.

2. I have a number of different initiatives that I will be launching through the Together We Can Timebank over the next year. Together We Learn for example.

[slide 10 - poster]

3. Non-profit organizations can join the timebank as an organization and post large-scale efforts like community-wide clean-ups or neighborhood watch programs to enlist multiple timebankers within a community for a specific initiative. Non-profit organizations, because they are already doing good for the community are permitted to run at a deficit in the timebank. SO they don't have to worry about "earning" their timecredits so they can "spend" them. They can go into debt by hundreds or thousands of hours and that is ok.
4. So members of the City Council, Mayor Harvey, as you continue to address the various problems and needs we have as a community, I want you to remember The Together We Can Timebank. As you can see from Australia's example, a timebank can be utilized to address a wide variety of needs on a large scale. If I am successful in building the timebank into at least 300-500 people, as issues come across your desk ask yourself: if you had a small army of a few hundred people who were willing to donate their time and talents toward addressing that issue, how would you deploy them? What tasks would you need them to perform? I know we face a lot of challenges as a city and we don't have a ton of money to address them all. I applaud you in the work you do and I thank you for your service. I want you to know that as long as addressing a need is within the mission of IMPACT!, Inc., we stand ready to assist the city in any way we can. I have met and worked alongside many of you at community events or on different initiatives and I know most of you want the best for our city. I do as well. I am not a politician, but I can use my knowledge of community organizing and nonprofit management to help in any way that I can. Together We Can.

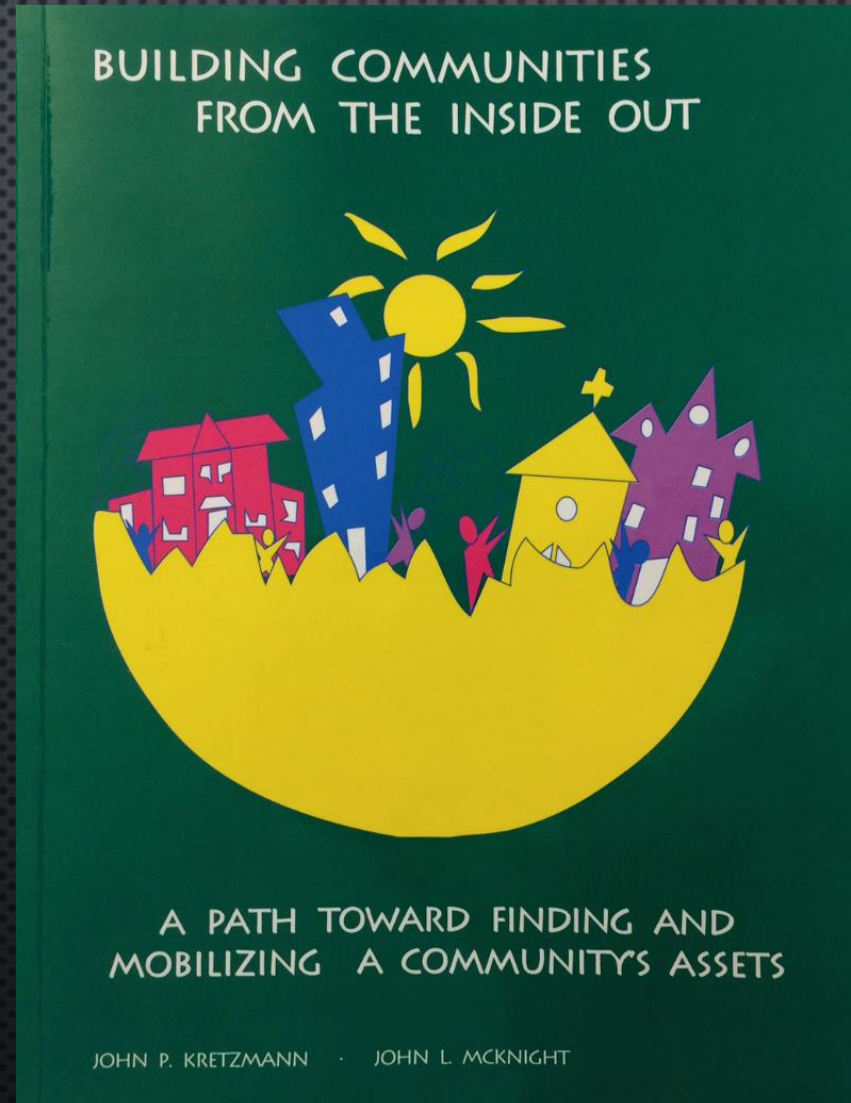
Thank – you.



DAMIAN M. DEPAUW, PRESIDENT & CEO

WWW.IMPACTYOURWORLD.CO

ASSET-BASED COMMUNITY DEVELOPMENT (ABCD)



WHAT IS THE SHARING ECONOMY

THE SHARING ECONOMY IS AN ECONOMIC MODEL OFTEN
DEFINED AS A PEER-TO-PEER (P2P) BASED ACTIVITY OF
ACQUIRING, PROVIDING OR SHARING ACCESS TO GOODS
AND SERVICES THAT ARE FACILITATED BY A COMMUNITY BASED
ON-LINE PLATFORM.

(THE INVESTOPEDIA – WWW.INVESTOPEDIA.COM)

INDIVIDUALS MAKING POSITIVE ADVANCEMENTS IN THEIR COMMUNITIES TOGETHER, INC.



- **MISSION:** THE MISSION OF INDIVIDUALS MAKING POSITIVE ADVANCEMENTS IN THEIR COMMUNITIES TOGETHER, INC. IS TO INCREASE CIVIC PARTICIPATION IN IMPOVERISHED COMMUNITIES, ENCOURAGING ENGAGED CITIZENSHIP AND CIVIC RESPONSIBILITY THROUGH VOLUNTEERING AND SERVICE-LEARNING.
-
- **VISION:** THE VISION OF INDIVIDUALS MAKING POSITIVE ADVANCEMENTS IN THEIR COMMUNITIES TOGETHER, INC. IS: A SOCIETY IN WHICH ALL INDIVIDUALS RECOGNIZE THE POTENTIAL FOR THEIR OWN IMPACT WITHIN THEIR COMMUNITY, FEEL RESPONSIBLE FOR THE GREATER GOOD OF SOCIETY, AND STRIVE TO BE AN AGENT FOR POSITIVE CHANGE BY VOLUNTEERING THEIR TIME AND TALENTS TOWARD A CAUSE OR CAUSES THAT THEY BELIEVE IN.



HOME

ABOUT US

THE STAR PROJECT

TOGETHER WE CAN

CONTACT US



WWW.IMPACTYOURWORLD.CO



Together we *can*
Newburgh Timebank

WWW.TOGETHERWECAN.TIMEBANKS.ORG

Dr. Edgar Cahn – Father of Timebanking in the United States.

“No society has the money to buy, at market prices, what it takes to raise children, make a neighborhood safe, care for the elderly, make democracy work or address systemic injustices... The only way the world is going to address social problems is by enlisting the very people who are now classified as “clients” and “consumers” and converting them into co-workers, partners, and rebuilders of the core economy” - Professor Edgar Cahn



Together We Can Timebank – Newburgh’s Timebank: www.togetherwecan.timebanks.org



▼ Contact Info

Edit contact info

Edit address

Email (primary)

Verified

(845)432-4033

Newburgh, NY

United States

Nearby

▼ Communication

Edit communication

▼ About Damian DePauw

Edit biography

Hello everyone!

I am Damian DePauw and I am the founder of IMPACT!, Inc. and the administrator of the Together We Can Time Bank. I have worked for years in the non-profit sector as a mental health advocate and peer counselor. I hold a NYS Certification as a mental health Peer Specialist and a NYS Certification as a Certified Recovery Peer Advocate (CRPA) for working with people with substance use disorders and addictions. I studied psychology and organizational man ...

More ...

Recent messages

no messages

New message

My messages

Recent exchanges

5 weeks ago

Record an exchange

My exchanges

Subscription

Record a payment

Offers

1 active

Post Offer

My offers

Requests

0 active

Post request

My requests

Timebankers' Talents Listings

38 categories

Edit listings

Balance

6 exchanges

Record an exchange

My exchanges

Map

GIVE WHAT YOU'VE GOT • GET WHAT YOU NEED

together

WE CAN

NEWBURGH

TIME BANK

PEOPLE POWERED ECONOMY

To create a sharing community through giving and receiving

Our mission

Timebankers' Talents

Offers by Category

Requests by Category

Members

Offers

Requests

Post Offer

Post Request

Record an Exchange

Record a payment

Search

Together We Can Links

Directory of Timebanks

An overview of time banking

A great video on time banking including Japan's system of Fureai Kippu and Australia's time bank (largest in the world).

[Video] https://youtu.be/llr_wfp8W0c



Together we *can*
Newburgh Timebank

Together we grow

Every Thursday after school, Chris gives Natasha an hour of guitar lessons. In return, he gets a quick tune-up on his car without having to spend a dime. Join our timebank to find out how to earn time credits. Visit www.impactyourworld.co today.



INDIVIDUALS MAKING POSITIVE ADVANCEMENTS IN THEIR COMMUNITIES TOGETHER, INC.



- DAMIAN DEPAUW, PRESIDENT & CEO
- WWW.IMPACTYOURWORLD.CO
- DAMIAND@IMPACTYOURWORLD.CO
- PHONE: 845-432-4033

Thank You!

RESOLUTION NO.: _____ - 2019

OF

JANUARY 28, 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
TO OPPOSE THE
PROPOSED DANSKAMMER FRACKED GAS PLANT EXPANSION

WHEREAS, Danskammer Energy, LLC, seeks a permit through the State's Article 10 power plant siting process to build and operate a gas power plant with a generating capacity of 525 - 575 megawatts on the shores of the Hudson River in the Town of Newburgh, adjacent to the City of Newburgh; and

WHEREAS, the current power plant located at the site operates only when electric generation demand reaches a peak so that it operates only about 5% of the time; and

WHEREAS, a new power plant would be planned to operate for decades to come as a year-round facility that would operate continuously for an estimated 60 - 70% of the time, burning far more fossil fuel and producing considerably more air pollution than the current plant; and

WHEREAS, gas-powered plants produce pollution that harms air quality locally and the public's health through release of contaminants including the chemical precursors that form smog; and

WHEREAS, children, the elderly and anyone with a pre-existing health conditions affecting their lungs, such as asthma or emphysema, is especially harmful; and

WHEREAS, air quality in the Hudson Valley already violates federal air quality standards on some days; and

WHEREAS, everyone has a right to clean air and a safe and healthy environment; and

WHEREAS, the City of Newburgh includes communities and census blocks that qualify as environmental justice communities under state law and therefore are entitled to extra protection to minimize additional harms through public policy decisions affecting their environmental quality; and

WHEREAS, climate change is causing sea level rise, extreme weather, massive forest fires, flooding and greater precipitation which necessitates shifting critical infrastructure from areas that will flood in the future such as the proposed location for this facility; and

WHEREAS, a large, new gas-powered plant operating at close to baseload capacity will produce millions of metric tons of climate-heating pollution that would fuel the growing climate crisis, contrary to the interests of the City of Newburgh and in contradiction to the State's Energy Plan and Clean Energy Standard of 50% renewable energy generation to be available on the electric grid by 2030, which Governor Cuomo more recently increased to 100% by 2040, as well as contrary to the strong advice of the world's scientists as relayed by the most recent report from the United Nations Intergovernmental Panel on Climate Change (UN IPCC); and

WHEREAS, New York State banned fracking to protect our health and protect the climate, but this facility would use fracked gas, which is especially dangerous to air and water quality of the communities outside of New York from which it is extracted, and the City of Newburgh does not seek increased harms on any community, including outside of New York State, and

WHEREAS, the Wall Street investors in this project, primarily the private equity firm Tiger Infrastructure and its backers, will enjoy profits from the facility but will not provide any benefits to the City or its residents, and

WHEREAS, under Article 10 of the State's Public Service Law, the State's Power Plan Siting Board, a majority of whose members are appointed by Governor Cuomo, will consider Danskammer Energy's application;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Newburgh urges Governor Cuomo and the Power Plant Siting Board convened under Article 10 of the State Public Service Law to reject Danskammer Energy's proposal to build and operate this large, new polluting facility; and

BE IT FURTHER RESOLVED that the City Council of the City of Newburgh urges other nearby municipalities, Orange County, and other state-level elected officials including the City's representatives in the State Senate and Assembly to also oppose Danskammer Energy's proposal; and

BE IT FURTHER RESOLVED that the City Clerk of the City of Newburgh, New York forward copies of this resolution to Governor Andrew Cuomo, N.Y. Public Service Commission Chairman John B. Rhodes for entry into the record of public comments of the consideration under state law of Danskammer Energy's application, and to N.Y. Assembly Member Jonathan Jacobson, and N.Y. Senator James Skoufis; and

BE IT FURTHER RESOLVED that the City of Newburgh municipal government, including the City Manager and Corporation Counsel, shall take any and all actions necessary and proper to oppose the proposed application to expand the Danskammer Energy Facility.

RESOLUTION NO.: _____ - 2019

OF

JANUARY 28, 2019

**A RESOLUTION AMENDING THE PURCHASE PRICE AND EXTENDING
THE TIME TO CLOSE FOR THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 60 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 56)
AT PRIVATE SALE TO MICHAEL LAVAN**

WHEREAS, by Resolution No. 331-2018, the City of Newburgh authorized the conveyance of real property known as 60 Hasbrouck Street (Section 38, Block 3, Lot 56) to Michael Lavan in the amount of \$50,000.00; and

WHEREAS, after authorization and prior to closing, unknown parties vandalized the premises and caused substantial damage inside the premises; and

WHEREAS, the prospective buyer, by his attorney, provided an estimate for the repairs and wishes to continue with the purchase at a reduced purchase price based on his cost estimate with a closing date no later than February 28, 2019; 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, with a closing date no later than February 28, 2019, and upon the remaining terms and conditions as approved in Resolution No. 331-2018;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the purchase price for the sale of the property known as 60 Hasbrouck Street be amended from \$50,000.00 to \$42,115.00, and the closing date extended to no later than **February 28, 2019**.

LAW OFFICE OF LISA FELICISSIMO PLLC

ATTORNEY-AT-LAW
341 ROUTE 17M
MONROE, NEW YORK 10950

(845)774-3333 PHONE
FAX (845)782-9458
lisalaw1@optonline.net

Via Email Transmission

January 10, 2019

Jeremy Kaufman, Esq.
The City of Newburgh
Office of the Corporation Counsel
City Hall
83 Broadway
Newburgh, NY 12550

Re: Homes by LV, LLC from City of Newburgh
60 Hasbrouck St., Newburgh, NY 12550

Dear Mr. Kaufman:

In connection with the above referenced matter, I am not sure if you have been advised by the listing agent that the subject property has recently been significantly vandalized. I am enclosing an estimate from a licensed plumber provided to me by my client along with a request that the purchase price be reduced by the amount set forth on the estimate (\$7,885.00). Obviously, the transaction is "AS IS" but the property is not in the same condition as it was when my client viewed it and made the offer, and accordingly, we are making a request for a reduction in the purchase price.

Please contact me to advise if this is feasible, and if not, we need to discuss.

Additionally, we wanted to make sure that when the deed to the property is transferred to us, it is transferred into my client's entity, Homes by LV, LLC. You will note that the down payment check is tendered via an LLC check. I wish to keep it consistent, please advise.

Thank you in advance for your anticipated cooperation.

Very truly yours,


Lisa J. Felicissimo

LJF/ad
Encl.

60 HESBROUCK ST. NEWBURGH NY

REPAIR COST ESTIMATE AND SCHEDULE

EXTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
ROOF	Nov-18	\$0.00	\$0.00	\$0.00
GUTTERS/DOWNSPOUTS				
WINDOWS				
DOORS				
SIDING/TRIM/EXTERIOR PAINTING				
FOUNDATION				
STEPS, PORCHES, DECKS				
LANDSCAPING				
OTHER:				
EXTERIOR REPAIR SUBTOTAL		\$0.00	\$0.00	\$0.00
INTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION		\$15.00	\$25.00	\$30.00
REMEDICATION - LEAD AND/OR ASBESTOS				
HEATING SYSTEM (FURNACES)		475	1100	2075
HOT WATER HEATERS				
PLUMBING		2440	1700	4140
ELECTRIC				
BATH(S)		970	100	1570
KITCHEN(S)		100	0	100
INSULATION/DRYWALL				
INTERIOR DOORS				
TRIM/INTERIOR PAINTING				
FLOORING				
OTHER:				
INTERIOR REPAIR SUBTOTAL		\$0.00	\$0.00	\$0.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				\$0.00
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)		0%		\$0.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)		4345	3500	7845

RESOLUTION NO.: _____ - 2019

OF

JANUARY 28, 2019

**A RESOLUTION DECLARING PAPER AND OTHER ART SUPPLIES AS SURPLUS
AND AUTHORIZING DISPOSITION TO
THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT**

WHEREAS, the City of Newburgh Department of Planning and Development has reported that it is in possession of construction paper, rolled colored craft paper, and sheets of craft paper and 1 box of plastic footballs, 1 box of sponge paintbrushes, 1 box of tempera paint, which are of no use by the City of Newburgh; and

WHEREAS, the Department of Planning and Development has indicated that the Newburgh Enlarged City School District has expressed interest in the supplies for use in art classes; and

WHEREAS, the City Council has determined that declaring the paper and other items as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the construction paper, rolled colored craft paper, and sheets of craft paper and 1 box of plastic footballs, 1 box of sponge paintbrushes, 1 box of tempera paint are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the Interim City Manager be and he is hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus paper and other items to the Newburgh Enlarged City School District.















RESOLUTION NO.: _____-2019

OF

JANUARY 28, 2019

**A RESOLUTION AMENDING THE 2019 PERSONNEL ANALYSIS BOOK
TO ADD ONE (1) NEIGHBORHOOD STABILIZATION COORDINATOR
ON A TEMPORARY BASIS IN THE CITY OF NEWBURGH
DEPARTMENT OF PLANNING AND DEVELOPMENT**

WHEREAS, the City of Newburgh was awarded a Cities Rise Phase II grant to work on capacity building and intensive learning process around its code enforcement and distressed property needs and strategies; and

WHEREAS, the grant award is \$50,000 to fund staff time to implement the program and the City intends to hire a temporary full-time staff member to support the program; and

WHEREAS, the Civil Service Commission has approved the position of Neighborhood Stabilization Coordinator in connection with the implementation of the program; and

WHEREAS, the City Council has determined that adding one temporary Neighborhood Stabilization Coordinator in the Department of Planning and Development is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2019 be amended, and that there be and hereby is added one (1) additional position on a temporary basis in the job title “Neighborhood Stabilization Coordinator” in the Department of Planning and Development.

NEIGHBORHOOD STABILIZATION COORDINATOR

DISTINGUISHING FEATURES OF THE CLASS: This is an eight month year grant-funded position, with the potential for an additional three years. Under the general supervision of the Director of the Planning and Development or their designee, the incumbent will actively enter the field to assess the City's vacant buildings stock and organize this information in the vacant building registry. The incumbent will also be expected to develop new systems and processes to make the City of Newburgh's approach to vacant building management and code enforcement more effective, efficient, and equitable. In doing so, the incumbent will be called upon to work closely with stakeholders inside and out of the City government and exercise a great deal of independent judgment. Supervision of others is not normally a responsibility of this class.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

- Monitor, record, and evaluate vacant buildings in the City of Newburgh
- Research ownership information of vacant or abandoned building owners
- Facilitate a task force made up of various City departmental representatives to develop a comprehensive, city-wide approach to vacant buildings
- Work closely with the Department of Buildings & Code Compliance, Fire, Police, Corporation Counsel, and others, including members of the public
- Provide vacant building owners with information on resources available through New York State to address abandoned properties
- Evaluate and improve upon the existing City of Newburgh Vacant Building Registry
- Evaluate and improve upon the City's approach to vacant buildings
- Attend community meetings to discuss vacant buildings and the needs of City neighborhoods
- Work with Corporation Counsel to attend and provide testimony at code enforcement proceedings
- Develop a catalogue of actors within the City who are involved with vacant buildings

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

- Working knowledge of law and/or urban management and/or city planning;
- Unrestricted access to a reliable automobile;
- Ability to self-manage and think creatively about work processes;
- Working knowledge of personal computers and office equipment;
- Ability to express ideas clearly in oral and written form;
- Ability to organize and maintain accurate records and files;
- Ability to establish and maintain effective working relationships with city officials and members of the public;
- Good communications skills;
- Good judgment;
- Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

- A. Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a post-graduate degree in law, city planning, regional management, environmental planning, geography, or urban management; **OR**
- B. Graduation from a regionally accredited college or university with a **Bachelor's Degree** or one accredited by the New York State Board of Regents to grant degrees with three (3) years' experience working in the areas of law, city planning, regional management, environmental planning, geography, or urban management; **OR**
- C. Graduation from a regionally accredited college or university with an **Associate's Degree** or one accredited by the New York State Board of Regents to grant degrees with five (5) years' experience working in the areas of law, city planning, regional management, environmental planning, geography, or urban management.

RESOLUTION NO.: 228 - 2018

OF

AUGUST 13, 2018

I, Katrina Cotton, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 8/13/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 14th day of Aug 20 18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A CITIES FOR RESPONSIBLE INVESTMENT AND
STRATEGIC ENFORCEMENT PHASE II GRANT FROM
ENTERPRISE COMMUNITY PARTNERS, INC.
FOR TECHNICAL ASSISTANCE TO FACILITATE CAPACITY BUILDING
IN CODE ENFORCEMENT STRATEGIES THROUGH
THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL

WHEREAS, by Resolution No. 121-2017 of May 8, 2017, the City of Newburgh was awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase One grant for a comprehensive asset management data platform and technical expertise to facilitate implementation from the Office of the New York State Attorney General through Local Initiatives Support Corporation; and

WHEREAS, the City of Newburgh is eligible to apply for a Cities RISE Phase II grant from Enterprise Community Partners, Inc. for two-year long, intensive organizational development process focused on building the capacity of municipalities to make significant progress in their code enforcement strategies through data-driven innovations, change management, and community engagement support, with \$50,000.00 to support the process; and

WHEREAS, participating cities will develop new practices to address problem properties and code enforcement challenges in the municipality and will work with multiple stakeholders in the community and in their own organization to generate input and feedback to inform the development of a new and better approach; and

WHEREAS, cities will have the opportunity to apply for an innovation grant to develop and implement these changes and throughout the two years of the program, participating cities will receive support to diagnose their code enforcement challenges, identify opportunities for innovation, navigate the obstacles change, and plan, implement and evaluate the effectiveness of the new approach;

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _____ - 2019

OF

JANUARY 28, 2019

**A RESOLUTION AMENDING RESOLUTION NO. 228-2018 TO ACCEPT AN
ADDITIONAL \$30,000.00 FOR A TOTAL OF \$80,000.00 FROM A
CITIES FOR RESPONSIBLE INVESTMENT AND STRATEGIC ENFORCEMENT PHASE
II GRANT FROM ENTERPRISE COMMUNITY PARTNERS, INC.
FOR TECHNICAL ASSISTANCE TO FACILITATE CAPACITY BUILDING
IN CODE ENFORCEMENT STRATEGIES THROUGH
THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL**

WHEREAS, by Resolution No. 121-2017 of May 8, 2017, the City of Newburgh was awarded a Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) Phase One grant for a comprehensive asset management data platform and technical expertise to facilitate implementation from the Office of the New York State Attorney General through Local Initiatives Support Corporation; and

WHEREAS, by Resolution No. 228-2018 of August 13, 2018, the City of Newburgh authorized the City Manager to apply for and accept if awarded Cities RISE Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General in the amount of \$50,000.00 to support the program; and

WHEREAS, the City of Newburgh was awarded an additional \$30,000.00 for a total of \$80,000.00 in funding under a Cities RISE Phase II grant; and

WHEREAS, this Council has determined that accepting such grant award in the amount of \$80,000.00 is in the best interests of the City of Newburgh and its further development; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept if a Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) Phase II grant from Enterprise Community Partners, Inc. in the amount of \$80,000.00 for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General; and that the Interim City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

Grant Agreement	
Enterprise Community Partners, Inc. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, MD 21044 Main: 410-964-1230 Fax: 410-772-3057 Enterprise Contact: Janelle Andrew Phone: 410-772-3089 Email: jandrew@enterprisecommunity.org	Grant #: 18SG1251 Type of Action: Award Effective Date: 10/01/2018 Grant Amount: \$ 80,000.00 Period of Performance: 10/01/2018 - 10/01/2020
Grantee Name and Address: City of Newburgh 123 Grand Street Newburgh, NY 12550 Main: (845) 569-7300	Contact Information: Ali Church City Planner (845) 569-7388 achurch@cityofnewburgh-ny.gov
Disbursement Details and Special Conditions <i>(in case of conflict between Special Conditions and the Standard Terms and Conditions, the Special Conditions shall control):</i> Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise and upon Enterprise's receipt and approval of all items required under Exhibit D 'Due Diligence Checklist' in Terms and Conditions. Grant Proceeds will be disbursed in three installments, \$25,000 disbursement upon execution of this Agreement, \$25,000 disbursement in September 2019 and the final disbursement at such time as mutually agreed upon by Enterprise, Grantee and Hester Street Collaborative. Each disbursement following the initial disbursement will be tendered as set forth in the Terms and Conditions within Exhibit C 'Reporting Checklist'.	

Enterprise Community Partners, Inc. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, MD 21044 Main: 410-964-1230 Fax: 410-772-3057	Grant #: 18SG1251 Type of Action: Award Effective Date: 10/01/2018 Grant Amount: \$ 80,000.00 Period of Performance: 10/01/2018 - 10/01/2020
This grant agreement sets forth the agreement between the parties and consists of the following documents which are attached and made a part hereof: Disbursement Form; Terms & Conditions; Grant Agreement This Grant Agreement also includes any modification(s) that may be subsequently executed by the parties.	

By signing below, City of Newburgh or its authorized representative hereby understands and agrees to the terms and conditions set forth in this agreement and the attached documents:

For: City of Newburgh

Signature: _____

Name & Title: _____ **Date:** _____

For: Enterprise Community Partners, Inc.

Signature: _____

Name & Title: Kristen Risch, Vice President Solutions Operations Management **Date:** _____

TERMS AND CONDITIONS FOR GRANT AGREEMENT

Purpose of Agreement

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in the Work Plan in connection with Grantee's participation in Cities for Responsible Investment and Strategic Enforcement, Phase II (the "Program"), which activities are in furtherance of Enterprise's exempt purposes, and set forth in Exhibit A.

Grant Proceeds Disbursements

Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise and upon Enterprise's receipt and approval of all items required under Exhibit D hereto (due diligence checklist). Grant Proceeds will be disbursed in three installments. Grantee will receive \$25,000 upon execution of this Agreement, an additional \$25,000 in September 2019 and the final \$30,000 disbursement at such time as mutually agreed upon by Enterprise, Grantee and Hester Street Collaborative, Inc., a New York not-for-profit corporation serving as a technical assistance provider in respect of the Program (or any other technical assistance provider that shall serve in a similar role). Each disbursement following the initial disbursement will be tendered once Enterprise has received and reviewed the items listed in the Reporting Checklist attached under Exhibit C. Each payment subsequent to the first shall be made to the Grantee within thirty (30) calendar days following Enterprise's receipt and approval of all required program, financial and data reports as described under this Agreement, including the Reporting Checklist. Payments will be tendered to Grantee upon a finding by Enterprise, in its sole discretion that the Grantee has substantially complied with the reporting requirements set forth in this Agreement. Grantee shall also submit all required reports/documentation to Enterprise with its disbursement requests or disbursement will be delayed or withheld.

Authorized Uses and Expenditures of Grant Proceeds

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit B. If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk. Any costs related to unauthorized work shall be borne by Grantee.

Grantee shall not expend more than the amount allocated for any category in the budget without Enterprise's prior written consent. If Grantee incurs any costs prior to the Effective Date, Grantee shall not charge those costs against the Grant Proceeds without Enterprise's written consent.

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224 and subject further to the terms and conditions under "Sanctions" below.

Equal Opportunity.

The Grantee represents that, in conducting the activities described in this Agreement, the Grantee shall not and will not discriminate in its activities and operations on the basis of age, race, creed, ethnicity color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state or local law. The Grantee also agrees that it will act with the highest professional standards.

Sanctions.

- a. None of the Grantee or any of its affiliates, parent entities or subsidiaries nor, to the knowledge of the Grantee, any director, officer, agent, employee, affiliate or other person associated with or acting on behalf of the Grantee or any of its affiliates, parent entities or subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended; (iv) violated or is in violation of any provision of the Bribery Act 2010 of the United Kingdom, as amended; or (v) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.
- b. The operations of the Grantee and its parent entities and subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations

or guidelines, issued, administered or enforced by any governmental agency having jurisdiction over the Grantee or any of its parent entities or subsidiaries (collectively, the “Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Grantee or any of its parent entities or subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Grantee, threatened.

- c. None of the Grantee, any of its parent entities or subsidiaries or, to the knowledge of the Grantee, any director, officer, agent, employee or affiliate of the Grantee or any of its parent entities or subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (or any successor thereto) (“OFAC”), or other relevant sanctions authority (collectively, “Sanctions”), and the Grantee will not directly or indirectly use the Grant Proceeds, or lend, contribute or otherwise make available such proceeds to any parent entity, subsidiary, joint venture partner or other person or entity (i) to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.
- d. None of the Grantee, any of its parent entities or subsidiaries or, to the knowledge of the Grantee, any director, officer, agent, employee or affiliate of the Grantee or any of their parent entities or subsidiaries is acting on behalf of: (i) a country, territory or person or entity targeted by OFAC, (ii) a person or entity engaged, directly or indirectly, in any transactions or other activities with any country, territory or person or entity prohibited by OFAC, (iii) a person or entity that resides or has a place of business in a country or territory named on such lists or which is designated as a Non-Cooperative Jurisdiction by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through such a jurisdiction, (iv) a “Foreign Shell Bank” within the meaning of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (the “USA PATRIOT Act”), i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision, (v) a person or entity that resides in, or is organized under the laws of, a jurisdiction designated by the Secretary of the Treasury under Section 311 or Section 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns, (vi) a person or entity that is designated by the Secretary of the Treasury as warranting such special measures due to money laundering concerns or (vii) a person or entity that otherwise appears on any U.S.- government provided list of known or suspected terrorists or terrorist organizations. To the knowledge of the Grantee, the Grantee has not engaged in transactions of any type with any such listed party in the past and are not currently engaging in such transactions. The Grantee has in place and continues to maintain internal policies and procedures that are reasonably designed to ensure the foregoing.

Organizational Capacity; Subcontracting and Subgrants

- A. The Grantee represents that it currently possesses or will obtain all expertise and personnel necessary to undertake and execute the Work Plan in a manner that is satisfactory to Enterprise. The Grantee agrees to immediately report changes in staffing, management or administration funded by this Grant to Enterprise.
- B. The Grantee must demonstrate to Enterprise that it has reviewed the financial and performance background of any contractor, subcontractor, consultant or other entity it enters into an agreement with to provide services funded in connection with this Agreement (referred to as “Subcontractor(s)”). The Grantee must demonstrate to Enterprise that it has reviewed the financial and performance background of any subrecipient of funds hereunder (hereinafter, a “Subgrantee”).
- C. The Grantee shall incorporate by reference into any of its contracts with Subcontractors (the “Subcontracts”) or with Subgrantees (the “Subgrants”) the Subcontractor or, as applicable, the Subgrantee performance obligations under this Agreement and any and all applicable sections, subsections or attachments, including, without limitation, all representations, warranties and covenants.

- D. Enterprise reserves the right, in its sole discretion, to approve or require the removal of any Subcontractor or Subgrantee selected by the Grantee to provide services funded by this Grant. Enterprise may consider such Subcontractor's or Subgrantee's experience, size, staff capacity, reputation and any other factors that Enterprise deems appropriate.
- E. Nothing in this Agreement shall create an independent right of action by a Subcontractor, Subgrantee or any third-party contractor against Enterprise, nor provide such Subgrantee, Subcontractor or third-party contractor with beneficiary status with respect to Enterprise. Furthermore, nothing in this Agreement shall create an independent right of action by the Grantee against any contractor of Enterprise. The parties acknowledge that no contractual relationship shall be deemed to exist between any Subcontractor, Subgrantee or third-party contractor and Enterprise.
- F. The Grantee shall take full responsibility for the acts and omissions of its Subcontractors and Subgrantees. The Grantee agrees not to enter into any Subcontracts, or revisions to Subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of Enterprise, and Enterprise shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Grantee to enter into the Subcontract.
- G. When a Subcontract is executed, the Grantee must provide detailed Subcontract information (a copy of the Subcontract will suffice) to Enterprise within fifteen (15) calendar days after execution. Enterprise may request from the Grantee copies of subcontracts between a Subcontractor and its subcontractor(s).
- H. When a Subgrant is executed, the Grantee must provide detailed Subgrant information (a copy of the Subgrant will suffice) to Enterprise within fifteen (15) calendar days after execution. Enterprise may request from the Grantee copies of agreements between a Subgrantee and any sub-subgrantees.

Representations and Warranties.

Grantee represents and warrants that:

- a. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation;
- b. It has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder;
- c. The making and performance by it of this Agreement have been duly authorized by all necessary action and will not violate any provisions of applicable law or regulation, any provision of its charter or by-laws (or comparable, constituent documents) or any order of any court or regulatory body and will not result in the breach of, or constitute a default or require any consent under, any agreement, instrument or document to which it is a party or by which it or any of its property may be bound or affected;
- d. All authorizations, consents, approvals and licenses of, and filings and registrations with, any governmental authority required under applicable law or regulations for it to make and perform this Agreement have been obtained and are in full force and effect; and
- e. This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

The foregoing representations and warranties shall remain in full force as of the date hereinabove and on each date that a disbursement of Grant funds is made to Grantee or its designee pursuant to this Agreement.

Reports

Until such time as all of the Grant proceeds have been expended by Grantee, Grantee shall submit to Enterprise or its designee on a quarterly basis, no later than five (5) days after the end of the applicable calendar quarter, progress reports that contain a comparison of actual accomplishments with the Work Plan's measurable outcomes. Grantee shall also submit to Enterprise the applicable items set forth under the Reporting Checklist on a quarterly basis, no later than five (5) days after the end of the applicable calendar quarter. Progress reports must include all of the information set forth under Exhibit C hereto. Within thirty (30) days of the expiration of the Period of Performance, Grantee shall provide a narrative final report summarizing all

activities conducted under the Work Plan. Such report shall also contain a financial report of expenses incurred during the prior quarter. The report should include significant program achievements and all problems encountered during the Period of Performance.

The Grantee shall retain and be prepared to provide the following records should they be requested by Enterprise at any time during the Period of Performance:

- i. Personnel/fringe charges verified with payroll records. Copies of payroll records from the contract start date must identify the individuals and positions supported by the Grant. Salaries that are compensated by Grant funds, in whole or in part according to approved semi-annual cash flow plans (or approved substitutions by Enterprise), must be consistent with personnel item titles that were stated in budget summaries.
- ii. Supporting documentation for all non-salary expenditures. All expenses charged to the Grant must be recorded on a quarterly expenditure report and organized separately by budget categories. The Grantee shall retain these documents for a period of six (6) years followed the termination of this Grant and furnished upon request by Enterprise.

Grantee shall provide Enterprise, within five (5) days of written request therefor (which written request may be provided via e-mail) such other information and documentation as Enterprise may reasonably request with respect to Grantee or its Subcontractors or any Subgrantee.

Inspection: Right to Audit/Record Retention

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with your staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection and making copies, excerpts and transcripts of same by Enterprise or its auditors. Grantee agrees to make internal and third party audit staff available to Enterprise or Enterprise's grantor, upon request, to discuss matters relating to the books and records of the Grantee or any third parties collaborating with Enterprise or Enterprise's grantor in connection with the Grant.

Modifications and Amendments

Both parties may amend this Agreement so long as amendments that affect the rights and obligations of either party are executed by both parties, including, without limitation, the addition or deletion of a Work Plan activity or the alteration of existing approved activities, an extension of the Period of Performance, or a budget revision resulting in a change in the salary line or a transfer in the Budget. Administrative changes or corrections that do not affect the rights and obligations of Grantee may be made unilaterally by Enterprise with notice to, but without consent of Grantee.

Confidentiality

The Grantee agrees to keep this Agreement and any documents received from the Grantor in connection with this Agreement and the Grant Proceeds and the terms and conditions of this transaction confidential, except to the extent necessary to comply with applicable law and regulations. The term "Confidential Information" means any and all proprietary confidential or non-public information in any form obtained by a receiving party or its personnel, employees, subcontractors or agents in its performance of this Agreement. The Grantee may disclose the terms of this Agreement to its Subgrantees, Subcontractors and Representatives to the extent required to complete the Work Plan, and such Subgrantees, Subcontractors and Representatives shall use the Confidential Information compiled by or provided to the Grantee in connection with this Agreement only for the performance of the Work Plan described in this Agreement and not for any other purpose. The Grantee, its Representatives, Subgrantees and all Subcontractors will exercise extreme care to take all measures which are reasonably necessary in order to maintain and protect the confidentiality of the information compiled by or provided to the Grantee in the scope of its work under this Agreement. Further, Grantee, Grantee's Representatives, Subgrantees and Subcontractors shall not disclose any terms and conditions relating to the Prime Grant (i.e., Enterprise's source of funding for the Grant Proceeds) to any third party. Enterprise agrees to keep Confidential Information that it receives under this Agreement confidential, except to the extent necessary to comply with applicable law or court order and provided further that Grantor may disclose the terms of this Agreement to its Representatives. Furthermore, for the avoidance of doubt, Enterprise may share the reports delivered by the Grantee pursuant to this Agreement with Enterprise's Representatives and

its prime grantor and Enterprise may publicize the Grant, Grantee, any Subgrantee and any Subcontractor in press releases, press conferences or internal or external publications or other communications as Enterprise may deem appropriate in its sole discretion.

Should Grantee determine that disclosure of Confidential Information is required by law, Grantee will provide Enterprise reasonable advance notice (at least ten (10) business days) to the extent such notice is permitted by law, so that Enterprise may take any steps it deems necessary to protect its rights and interests, including seeking relief through court action.

The Parties' obligations under this section shall survive termination of this Agreement. For purposes of this section, "Representatives" shall mean a Party's employees, agents, auditors and attorneys.

Use of Information

A. The Grantee grants Enterprise the right to use the data and information provided to them by the Grantee for purposes deemed appropriate by Enterprise, subject to ensuring that private and confidential information is protected.

B. Subject to subsection (c) below: (i) unless Enterprise designates otherwise in writing, all information or data and all other documents generated or collected by the Grantee and solely related to the scope of its work under this Agreement shall be deemed to be the property of Enterprise and Enterprise's grantor; (ii) no one else shall have any right, including, but not limited to, intellectual property rights (including trademark and copyright rights) in those items and (iii) no use of such materials or information shall be made other than for the purposes identified in this Agreement without permission of Enterprise. Consistent with these provisions, the Grantee shall have the right to keep and use all copies of its work product and all information, training materials, procedures, and other performance related work and documentation adapted for use by Grantee, any Subgrantee, or Subcontractor in the normal course of its work.

C. (i) The parties acknowledge that pursuant to a separate agreement (the "Harvard Agreement"), Enterprise has hired the President and Fellows of Harvard College, on behalf of Harvard Kennedy School ("Harvard") to perform a certain scope of work in respect of the Program. Under the Harvard Agreement, Harvard owns the entire right, title and interest, including all patents, copyrights, and other intellectual property rights, in and to all Technology developed by Harvard under this Agreement. For purposes of this Agreement, "Technology" means all tangible materials, inventions, discoveries, works of authorship, software, information, and data conceived or developed by Harvard pursuant to the Harvard Agreement. Under the Harvard Agreement, Harvard has granted Enterprise and the municipalities (the "Municipalities") participating in the Program a non-transferable, royalty-free, non-exclusive, irrevocable, perpetual, paid-up, world-wide license to make, have made, copy, use, reproduce and otherwise distribute the Technology and to use the Technology or any portion thereof for any non-commercial purposes, including, without limitation, for any education and research purposes, and further, the right to distribute and publicize Technology as may be necessary to promote the Program (to the extent compliant with the trademark restrictions under U.S. law, including without limitation, the U.S. Copyright Act, 17 U.S.C. §§ 101 et seq.). Additionally, under the Harvard Agreement, Harvard granted Enterprise and the Municipalities the right to share Technology with other third parties as Enterprise and the Municipalities see fit, including to all relevant stakeholders, partners and audiences of Enterprise and the Municipalities, solely for non-commercial purposes, provided that any public disclosure, reproduction, display, or derivative of Harvard Technology accurately reflect authorship in accordance with custom. Accordingly, the rights of Enterprise, Grantee, any Subgrantee or Subcontractor under subsection (b) above are subject to the provisions of this subsection (c).

Notification of Significant Occurrences

A. If any specific event or conjunction of circumstances threatens the successful completion of the Work Plan, in whole or in part, including where relevant, timely completion of the activities/deliverables (as described in the program budget, the "Deliverables") or other requirements, the Grantee agrees to submit to Enterprise within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

B. The Grantee shall immediately notify in writing Enterprise of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Grantee, any Subgrantee or any Subcontractor funded through this Agreement, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of the project; any destruction of property; significant damage to the physical plant of the Grantee; or other matters of a similarly serious nature. The Grantee shall, in addition, promptly report to Enterprise the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Grantee, its employees, its officers and/or directors in connection

with matters involving, relating to or arising out of the Grantee's business. Such report shall be made within five (5) business days following the Grantee becoming aware of such events, investigation, or audit.

Default and Remedies

It shall be an event of default ("Event of Default") hereunder if (i) Grantee misappropriates funds under this Agreement or commits fraud regarding grant funds entrusted to its custody, (ii) Grantee fails to observe or perform any other material term, covenant or condition contained in this Agreement and such failure continues unremedied for a period of fifteen (15) days after written notice thereof has been given to Grantee by Grantor specifying such default and requiring it to be remedied or, if such failure is not reasonably capable of being remedied within such 15-day period, Grantee has not commenced remedial action and is not proceeding with diligent efforts to remedy such failure as determined by Grantor in its reasonable discretion, (iii) Grantee or any executive, director, chief operating officer or key employee is convicted of a felony, (iv) Grantee has made a material misrepresentation to the Grantor under this Agreement or under its response to Grantor's Request for Applications in connection with the Grant Proceeds, (v) Grantee ceases its business operations, (vi) upon the institution by or against Grantee in a bankruptcy proceeding, (vii) Grantee commits malfeasance in its conduct contemplated by this Agreement, (viii) Grantee or any executive, director, chief operating officer or key employee commits gross negligence, willful misconduct and/or fraud as it pertains to this Agreement and/or the Grant and/or (ix) the default of any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Upon the occurrence and during the continuance of an Event of Default beyond the expiration of all applicable notice and cure periods, (i) Enterprise may require and Grantee shall accept technical assistance which Enterprise deems necessary to complete the Work Plan or any part thereof, (ii) Enterprise may terminate this Agreement, (iii) Enterprise may demand that any Grant Proceeds unexpended by Grantee be returned to the Grantor and the Grantee shall so return the funds within three (3) business days of demand therefor; (iv) Enterprise may demand that any Grant Proceeds that were misappropriated or otherwise deployed by Grantee in any manner other than as expressly permitted under this Agreement be returned to Grantor within three (3) business days of demand therefor and (v) Enterprise may seek, or appoint a designee to seek, any other remedies available to the Grantor at law or in equity, including the specific performance by the Grantee of its obligations hereunder, all of which rights and remedies shall survive the termination of this Agreement. In addition, if Enterprise's grantor undertakes any action to terminate, suspend or limit Enterprise's access to the Prime Grant or reduce the amount of the Prime Grant for any reason, Grantee agrees Enterprise may terminate this Agreement for convenience and Enterprise's obligation to fund unfunded disbursement requests will cease.

Upon termination, Grantee shall provide Enterprise with a final report as described above within three (3) business days of the termination date.

The rights and remedies of Enterprise under this Agreement are not exclusive and are in addition to any other rights and remedies provided by law or equity.

Survival

Except to the extent set forth to the contrary under this Agreement, the terms and conditions of this Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been disbursed; (b) the date that all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement; or (d) the date the Work Plan is completed.

Indemnification

The Grantee, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Grantee, any Subgrantee, Subcontractors or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Grantor's gross negligence or willful misconduct. The Grantee shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee, any Subgrantee or Subcontractors pursuant to this Agreement. Grantee's obligations under this section shall survive termination of the agreement.

The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or agent of Enterprise, nor make any claim, demand or application to or for any right based upon any different status.

Release

Neither Enterprise, nor any of its affiliates, officers, directors, employees, consultants or advisors (the "Enterprise Parties") shall be liable to Grantee, any Subgrantee, any Subcontractors, their respective officers, directors, employees, contractors, consultants, tenants or advisors or to the (the "Grantee Parties") for any liability of any kind (including, without limitation, any liability under tort, negligence, strict liability, or other legal or equitable theory, for loss of profits, exemplary, special, incidental, indirect, or consequential damages, punitive losses, lost revenues, or cost of procurement of substitute programs or services) relating to or arising out of this Agreement, nor shall the Enterprise Parties be required to indemnify or insure the Grantee Parties against any such liability. Notwithstanding the foregoing, in the event Enterprise misappropriates Grant proceeds hereunder or commits fraud with respect to the handling of Grant funds in its custody, Enterprise's monetary liability to Grantee hereunder shall be limited to the amount that is determined to have been so misappropriated, subject to the prior rights of Enterprise's grantor.

Notices

Any notice or communication given under this Agreement shall be in writing and delivered by hand or mailed by first class mail (confirmed by email or fax), postage prepaid (mailed notices shall be deemed given three (3) Business Days after mailing) or reputable courier, or by e-mail with a hard copy sent by one of the methods identified above, to the addresses set forth under the cover page of this Agreement.

Conflicts of Interest

Except for approved eligible administrative and personnel costs shown in the budget, none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Proceeds, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure. The Grantee will not hire any person who has any direct or indirect financial interest that would conflict with performing the services contemplated under this Agreement.

Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of New York, as appropriate, or Federal District Court, with venue in the United States Court for the Southern District of New York and the Grantee consents to the in personam jurisdiction of such courts.

The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Nonwaiver

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times.

Personal Information Protection

The Grantee represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information; and (ii) reasonably designed to help protect the Personal Information from unauthorized access, use, modification, disclosure, or destruction. "Personal Information" means any information concerning a natural person which, because of name, number, symbol, mark or other identifier, can be used to identify the individual.

Miscellaneous

This Agreement constitutes the entire agreement between the Parties, superseding all prior agreements, either oral or written.

Assignment

Grantee may not assign this Agreement without the written consent of Enterprise.

Severability

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Signatures delivered by facsimile transmission or scanned and delivered by email shall be treated for all intents and purposes as originals.

Special Conditions

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project, provided, however, that Grantee shall not issue any public statements regarding the Grant or this Agreement without Enterprise's prior written consent.

End User License Agreement

Grantee shall be required to execute the End User License Agreement, attached hereto as Exhibit E and made a part of this Contract.

LIST OF EXHIBITS

- Exhibit A– Work Plan
- Exhibit B – Program Budget
- Exhibit C –Quarterly Reporting Checklist
- Exhibit D - Grantee Due Diligence Checklist
- Exhibit E – End User License Agreement

EXHIBIT A
Work Plan

CITIES RISE – PHASE TWO

SCOPE OF WORK

OCTOBER 2018 – DECEMBER 2018

Data Readiness and Application Configuration

Harvard, Tolemi, Hester Street and Grantee will collaboratively identify data sets not currently automated within the BuildingBlocks application that will support Phase Two activities and deliverables. Tolemi and Grantee will define optimal methods for automation of the extract-transform-load (ETL) process to import data from Grantee systems into BuildingBlocks on a regular basis. Grantee will provide Tolemi access to systems and/or sources of data to facilitate automation of data extraction; guidance on data transformation; and final approval of data mapping and user interface configuration. Tolemi will provide technical support and guidance throughout the process with a goal of minimizing the staff time required from the Grantee to achieve data readiness and full application configuration.

FALL 2018 – SUMMER 2019

Learning, Experimentation and Change Management

Harvard, Hester and Tolemi will work together to provide Grantee with technical support, advice and training to leverage data and evidence in operational work and policy-making and to engage local stakeholders in understanding opportunities to tackle problem properties and improve code enforcement strategies. Grantee will build on the work done, lessons learned, and data collected in Phase I.

Over the first eight months of the program, Grantee will work with the Cities RISE capacity building team on an intensive learning process around its code enforcement needs and strategies. Grantee will host Hester and Harvard on several site visits and hold check-in calls at least once per month. With Harvard's support, Grantee will:

- Review its current practice;
- Articulate its strategic goals;
- Identify opportunities for improvement and innovation;
- Fully participate with a group including the mayor or chief executive and key senior officials in the two-and-a-half-day residential workshop that combines leadership training with actual work on an innovation plan at Harvard University (Cambridge, Massachusetts) that includes:
 - o Educating participants about data-driven interventions and evidence-based policy, strategic code enforcement and preventative approaches, cross-silo and cross-sector collaboration, and performance leadership;
 - o Team building exercises for participating municipalities for the purposes of strategic alignment and a sense of common purpose;
 - o Preparing for innovation in practice: participants will review community input, data, and current organizational practice to identify opportunities for innovation and improvement as well as key challenges and obstacles and commit to experimentation and learning.

- Run data-driven experiments to improve practice: develop, implement and test new approaches or tweaks to current approaches to tackling problem properties and code enforcement, and learn what works and what does not.
- Evaluate experiments and help articulate lessons for the organization as well as for other cities.
- Provide Harvard with a single point of contact (senior official) to discuss the work in monthly calls and during site visits. This senior official will be in charge of aligning internal stakeholders, connecting with the mayor or chief executive, integrating the community engagement, data-analysis and organizational change work and preparing the innovation proposal for Phase III.

Civic Engagement and Innovation:

Beginning in the Civic Engagement kick-off, grantee is committing to:

- Provide a single point of contact to check-in with Hester Street staff at least bi-weekly and help coordinate site visits, meetings and public engagement with other stakeholders
- Work collaboratively with Hester Street's guidance to ensure that community outreach stipends/grants are disbursed equitably, efficiently and in a timely manner to encourage participation and outreach from traditionally underrepresented communities and marginalized communities.
- Work closely with Hester Street to meaningfully engage local stakeholders in the process of developing and implementing innovative and equitable code enforcement strategies through a transparent and community driven process;
- Place emphasis on reaching traditionally underrepresented and marginalized populations such as low-income communities, communities of color, recent immigrants, undocumented persons, families with young children and seniors;
- Gather input and understanding of community priorities;
- Collectively generate potential solutions to advance equitable code enforcement;
- Solicit community input on potential projects that can be piloted or advanced through the Innovation and Implementation Grant process.
- Regularly engage a variety of local stakeholders throughout the project – from key community-based organizations to business owners to the public at large;
- Commit to an intensive and authentic engagement process that could include but is not limited to:
 - o Monthly meetings with a previously convened government/community advisory board
 - o An online survey
 - o 2 large-scale public meetings
 - o 3 population or issue-specific focus groups
 - o Community events
- Work with Hester Street to collate and report back on community input gathered through multiple methods, and share report backs with community members at large

Hester Street will advise and provide training, and one-on-one support to Grantee to: structure a feasible and effective community engagement process; strengthen and deepen community partnerships; support meaningful and inclusive engagement of local stakeholders; build the collaborative capacity of municipal agencies and key stakeholders, and; equip Grantee with the engagement, planning and evaluation tools they need to develop creative, implementable programs that are responsive to diverse community needs.

Innovation and Implementation Grants:

Upon execution of this grant agreement, Grantee will receive a \$25,000 grant and in September 2019, another \$25,000 to fund a portion of staff time to implement the program and will additionally receive funding to compensate community participants as determined jointly with Hester Street.

In the Summer of 2019, Grantee will have the opportunity to submit a request for an innovation grant of up to \$1,000,000 to develop and execute a code enforcement strategy. Innovation grants can be used to implement or pilot aspects of strategic and equitable code enforcement such as experimenting with data-driven, risk-based inspection schedules, building capacity to undertake joint inspections, build better links between enforcement activities and human services, strengthening cross-sector code enforcement partnerships, and engaging in other proactive and community driven code enforcement projects. Requests for grant funds must be undertaken collaboratively with community stakeholders and evaluation of grant requests will include an assessment of community need, level of input and buy in of the proposed project.

SUMMER 2019 – FALL 2020

In the 18 months following the executive education program and possible award of the innovation grant, Harvard will continue to support Grantee in its effort to develop, implement and evaluate new, data-driven interventions to identify and deal with problem properties. Harvard will also offer individual support to Grantee in navigating barriers to innovation and organizational change, monitor progress and facilitate learning among the other Phase II municipalities. Harvard will help Grantee learn from its own data and experiments as well as from peer municipalities through in person visits, conference calls, the executive program and academic and practice-oriented publications that document the lessons learned.

PROGRAM PARTICIPATION REQUIREMENTS

Grantee is committing to:

1. Ensure the participation of the mayor, municipal manager or administrator and between four and five municipal leaders in the Executive Education session at Harvard.
2. Dedicate the time of at least one senior-level municipal representative (e.g. senior advisor to the mayor, department head, chief of staff, chair of the problem property taskforce) to actively coordinate all efforts and communications for a period of 24 months, including hosting site visits and participating in monthly calls. This will take approximately 10 hours weekly of this person's time if the person can delegate specific tasks, such as organizing meetings, developing specific plans, etc. to other people. If the person cannot delegate to others, the effort is likely to be 20 hours per week.
3. Dedicate approximately 20- 25% of another senior-level municipal staff's time to serve as the point person to lead and manage the Civic Engagement process and Innovation Grant request.
4. Submit quarterly narrative grant reports on program progress and challenges.
5. Enable Tolemi to perform data integration and to establish a process for regular updates.

Exhibit B – Program Budget

City of Newburgh Cities RISE Phase II Budget

New Hire Salary (20, 1), 35 Weeks	\$33,430
New Hire Furniture	\$ 1,000
New Hire IT	\$ 5,100
Current Staff Time and Development	<u>\$10,470</u>
	\$50,000
 Community Engagement Work – Details TBD	 <u>\$30,000</u>
Agreement Total	<u>\$80,000</u>

EXHIBIT C

Quarterly Reporting Checklist

Each of these reports should be for the present quarter only unless otherwise noted. Within five (5) business days following the end each calendar quarter please submit the following:

- Expense Report. This report should detail how all project funds were spent.
- A written narrative describing in further detail the activities and milestones achieved, as well as challenges encountered, during the last quarter, and expected activities and milestones for the upcoming quarter. The narrative should be no more than two pages in length.
- Staffing report. Description of staff positions responsible for execution of deliverables.
- Stakeholder report. Description of stakeholders engaged in Program activities.

EXHIBIT D
Due Diligence Checklist

Grantee Organizational Documents
Letter from Grantee's Chief Executive or other duly authorized officer acknowledging and agreeing to perform Work Plan and comply with Program requirements
W9
Grantee Insurance
Certificate of Insurance (ACORD 25) evidencing <u>Grantee's Commercial General Liability Insurance</u> in amounts not less than: - \$1,000,000 per occurrence/ per location or per project aggregate (for more than one loc), - \$2,000,000 in the annual aggregate, - \$2,000,000 products/completed operations aggregate 1. naming ENTERPRISE COMMUNITY PARTNERS, INC. as an <u>Additional Insured</u>; 2. Deductible should be no more than \$5,000. 3. Must include list of exclusions 4. No warranties 5. Endorsements should include: a. Additional Insured including premises operations and Product/Completed Operations b. Waiver of Subrogation c. 30 day notice of cancellation
Certificate of Insurance (ACORD 25) evidencing <u>Grantee's Worker's Compensation Insurance</u> (in amounts consistent with state statutory requirements), and naming ENTERPRISE COMMUNITY PARTNERS, INC. as <u>Certificate Holder</u>. Named Insured must be Grantee's full legal name.
Certificate of Insurance (ACORD 25) evidencing <u>Grantee's Auto Insurance</u> - in amount not less than \$1,000,000, for all owned, non-owned and hired automobiles. If no owned autos, coverage may be extended from the CGL policy. - Waiver of Subrogation - 30 day notice of cancellation endorsement - naming ENTERPRISE COMMUNITY PARTNERS, INC. as an <u>Additional Insured</u> with Primary Non-Contributory language.

REQUIREMENTS FOR ALL INSURANCE:

- Carrier must be rated "A-" or higher in the AM Best Guide with a Financial Size Category of at least VI,
- Named Insured must be Grantee's full legal name,

- Policy must be current, not expired, and include all endorsements
- Certificate must be signed by an authorized representative of the insurance carrier,
- Additional Insured/ Certificate holder/ (as required below) must appear as:

ENTERPRISE COMMUNITY PARTNERS, INC.

70 Corporate Center

11000 Broken Land Parkway, Suite 700

Columbia, MD 21044

EXHIBIT E

End User License Agreement

OPPORTUNITYSPACE, INC. ("OPPORTUNITYSPACE") PROVIDES ACCESS TO THE WEB-BASED SOFTWARE PRODUCTS ("THE SOFTWARE"), SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS END USER LICENSE AGREEMENT (THE "EULA"). PLEASE READ THE TERMS OF THIS EULA CAREFULLY. AS USED IN THIS EULA, "YOU" OR "YOUR" REFERS TO THE PERSON OR ENTITY USING THE SOFTWARE. ADDITIONALLY, OPPORTUNITYSPACE AND YOU ARE REFERRED TO COLLECTIVELY AS THE "PARTIES" AND INDIVIDUALLY AS A "PARTY."

BY EXECUTING THIS EULA, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU WILL NOT BE GIVEN ACCESS TO THE SOFTWARE .

1. **GRANT OF LICENSE.** OPPORTUNITYSPACE grants You a personal, limited, non-exclusive, non-transferable, revocable license to use the Software (the "License"). Except as otherwise expressly provided, OPPORTUNITYSPACE grants no other express or implied rights to You in regard to the Software. The License granted to You may not be sublicensed, commercially distributed, or shared with any third party without the prior written consent of OPPORTUNITYSPACE.
2. **RESTRICTIONS ON USE OF SOFTWARE.** Except as otherwise granted hereunder, You shall not: (i) copy, distribute, reproduce, rent, lend, loan, or sublicense any portion of the Software; (ii) translate, adapt, modify, alter, or combine the Software with other applications or software; (iii) use the Software in a computer-based services business; (iv) transmit the Software over a network, by telephone, or electronically using any means; or (v) reverse engineer, decompile, disassemble, or otherwise reduce the Software to a human-perceivable form. You shall not prepare derivative works based in whole or in part, on the Software, although You are permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to You by OPPORTUNITYSPACE. Derivative work shall not include derivatives of data (including exports generated from the Software), reports, maps, analyses, and other outputs generated from data and shall remain exclusively owned by You and Enterprise Community Partners, Inc..
3. **ADDITIONAL PROFESSIONAL SERVICES.** OPPORTUNITYSPACE may, in its sole discretion, develop and deliver or offer updates, supplements, add-on components, product support services, or Internet-based services components (collectively "Supplemental Components") for the Software from time to time. This EULA applies to Supplement Components that You may obtain from OPPORTUNITYSPACE, including but not limited to the implementation of web-based technology, data processing and conversion, and/or related training services. For purposes of the balance of the provisions contained in this EULA, the Supplemental Components shall be deemed included in the term "Software."
4. **OWNERSHIP AND PROTECTION OF THE SOFTWARE.** You agree that the Software contains proprietary and copyright protected material and, the design and structure of the Software contains valuable trade secrets and copyrighted material and other intellectual property rights exclusively owned by OPPORTUNITYSPACE. You acknowledge and agree that OPPORTUNITYSPACE is and shall remain the sole and exclusive owner of all rights, title, and interest in and to the Software including any patents, copyrights, trade secrets, and any other intellectual and industrial property rights related thereto. You acknowledge and agree not to take any action inconsistent with such ownership. You shall, at all times, hold the Software in confidence and implement adequate safeguards to ensure that unauthorized persons do not have access to the Software, while it is in Your possession, custody, or control. This EULA pertains specifically to the Software and NOT the original data within the Software. You retain all ownership and rights to your data that populate the Software. If You create any derivative works in violation of this EULA based, in whole or in part, on the Software, You shall and hereby do assign all rights, title, and interest in and to such derivative works free and clear of any liens, claims, or encumbrances to OPPORTUNITYSPACE, subject to the exception in Section 2 above. OPPORTUNITYSPACE shall be granted a perpetual, royalty-free license to derivative works and services created from the data. Any open access and external use of those derivative works and services will be attributed to OPPORTUNITYSPACE; provided that no derivative products and services made available for open access and external use shall incorporate or embed Your Confidential Information.
5. **EQUITABLE REMEDIES AND ENFORCEMENT.** You acknowledge and agree that Your breach of any of the obligations set forth in Sections 1, 2, 3, 4, and 9 of this EULA shall cause OPPORTUNITYSPACE irreparable injury and shall entitle OPPORTUNITYSPACE to seek equitable relief or remedy. The pursuit or securing of any such equitable relief shall not prohibit or limit OPPORTUNITYSPACE from seeking or obtaining any other remedy provided under this EULA or by law. If any or all of the above covenants or agreements are held to be

unenforceable because of the scope or duration of such covenant or agreement or the area covered thereby, the Parties agree that the court making such determination shall have the power to reduce the scope, duration and area of such covenant or agreement to the extent that allows the maximum scope, duration and area permitted by applicable law. The covenants, agreements and remedies provided herein are in addition to, and are not to be construed as a replacement for or limited by, the rights and remedies otherwise available to OPPORTUNITYSPACE including, but not limited to, those rights and remedies contained in the Uniform Trade Secrets Act, or its state counterparts.

6. **DISCLAIMER OF WARRANTY.** OPPORTUNITYSPACE'S will provide the web-based technology, data processing, conversion and training services associated with the software (the "Services") in a sound manner consistent with the practices and standards of care generally accepted within and expected of OPPORTUNITYSPACE'S industry. OPPORTUNITYSPACE shall use all reasonable commercial efforts, being no less than accepted industrial standards in this regard, to ensure that the application is available to You 99.5% of the time in any calendar month. EXCEPT TO THE EXTENT SET FORTH IN THIS SECTION 6, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. OPPORTUNITYSPACE AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AFFILIATES PROVIDE THE SOFTWARE "AS IS AND AS AVAILABLE WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND, AND OPPORTUNITYSPACE HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SATISFACTORY QUALITY. EXCEPT TO THE EXTENT SET FORTH UNDER THIS SECTION 6, OPPORTUNITYSPACE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL FUNCTION WITH OTHER SOFTWARE OR HARDWARE, OR WITHIN A PARTICULAR SYSTEM. YOU ACKNOWLEDGE THAT THE SOFTWARE MAY PROVIDE ACCESS AND DIRECT LINKS TO THIRD PARTY WEBSITES AND SERVICES NOT UNDER OPPORTUNITYSPACE'S CONTROL AND FOR WHICH OPPORTUNITYSPACE DISCLAIMS ALL LIABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OPPORTUNITYSPACE OR A OPPORTUNITYSPACE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. EXCEPT TO THE EXTENT SET FORTH UNDER THIS SECTION 6, SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

7. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF ANY FAILURE TO PROTECT YOUR CONFIDENTIAL OR PROPRIETARY INFORMATION USING THE SAME DEGREE OF CARE THAT OPPORTUNITYSPACE USES TO PROTECT ITS OWN INFORMATION OF SIMILAR IMPORTANCE AND EXCEPT TO THE EXTENT OF ANY LIABILITY ARISING OUT OF SECTION 8 BELOW, , TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL OPPORTUNITYSPACE OR ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOST TIME, LOST SAVINGS, LOSS OF DATA, DAMAGED DATA, INACCURATE DATA, FAILURE OF TELECOMMUNICATION SERVICES, LOST CONFIDENTIAL OR OTHER INFORMATION, OR FOR BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (TORT, CONTRACT OR OTHERWISE) AND EVEN IF OPPORTUNITYSPACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. INDEMNIFICATION.

(A) Mutual Indemnification: OpportunitySpace agrees to indemnify, defend, and hold You and your directors, officers, agents and employees harmless against any claims, suits, or damages (including reasonable attorneys' fees and expenses) arising out of physical property damage or bodily injury caused by the negligence or misconduct of OpportunitySpace or its employees or agents while the terms and conditions of the EULA remain enforceable.

Subject to limitations of liability based on the Laws of the State of New York, You agree to indemnify defend and hold OpportunitySpace and its officers, agents, and employees harmless against any claims, suits, or damages (including reasonable attorneys' fees and expenses) arising out of physical property damage or bodily injury caused by the negligence or misconduct of You or your employees or agents while the terms and conditions of this EULA remain enforceable.

- (B) Non-Infringement: OpportunitySpace agrees to indemnify, defend, and hold You and your directors, officers, agents, and employees, harmless against any claims, suits, judgments, demands, or damages (including reasonable attorneys' fees and expenses) arising from, in connection with or caused by any infringement of patent rights, copyright, trade secret or any other proprietary right of any third party in connection with the Software or any component thereof or any deliverable provided by OpportunitySpace to You. In the event the Software or any component thereof or any deliverable becomes the subject of any infringement claim or other violation of a third party's intellectual property rights, OpportunitySpace shall, at its sole expense, procure for You the right to continue using the Software and the deliverables as contemplated hereunder, or replace or modify the Software and/or deliverables such that they no longer infringe or violate such third party's intellectual property rights. In such circumstances, any term of access for hosted services and use of deliverables, if applicable, shall be extended by the period made unavailable to You due to infringement claims.
9. **EXPORT RESTRICTIONS.** OpportunitySpace represents and You acknowledge that the Software is of U.S - origin, and agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by the U.S. and other governments.
10. **GOVERNMENT END USERS.** If You are acquiring the Software on behalf of any unit or agency of the United States Government, it is provided to the Government only with restricted rights and limited rights. Use, duplication, or disclosure by the Government is subject to restrictions set forth in FAR Sections 52-227-14 and 52-227-19 or DFARS Section 52.227-7013(C)(1)(ii), as applicable. The Software and Software documentation, if any, are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Application" and "Commercial Computer Application Documentation," as such terms are used in 48 C.F.R. §1 2.21 2 or 48 C.F.R. §227.7202, as applicable.
11. **TERMINATION.** Without prejudice to any other rights, OPPORTUNITYSPACE may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such event, You must immediately cease use of the Software.
12. **MODIFICATION AND WAIVER** Any modification to the terms and conditions of this EULA shall be subject to your prior written consent, not to be unreasonably withheld. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term in this EULA or of the same circumstance or event upon any recurrence thereof.
13. **BINDING EFFECT.** This EULA shall be binding upon and inure to the benefit of the Parties' respective successors or assigns.
14. **VALIDITY.** If any part of this EULA is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legal constituted body having the jurisdiction to make such determination, the remainder of this EULA shall remain in full force and effect.
15. **GOVERNING LAW AND JURISDICTION.** This EULA shall be deemed to have been made in the State of New York and shall be governed by, construed, and interpreted in accordance with the laws of the State of New York. With respect to any dispute, controversy, or claim arising out of or relating to this EULA or the relationship between the Parties, the Parties agree and consent to jurisdiction of and exclusive venue in any District or Circuit Court of New York, as appropriate, or Federal District Court, with venue in the United States Court for the Southern District of New York.
16. **THIRD-PARTY BENEFICIARIES.** The Software is being licensed to You under this EULA for the benefit of You only. This EULA does not confer any rights to any other person or entity as a third-party beneficiary or otherwise.
17. **PARTICIPATION.** You agree to provide OPPORTUNITYSPACE with appropriate access to your data systems and other resources in order for OPPORTUNITYSPACE to provide the Services. You acknowledge that providing the Services is cooperative in nature and that You must complete certain designated tasks in a timely manner in order for OPPORTUNITYSPACE to proceed with and complete the Services. Your delays during the

implementation period may have adverse collateral effects on OPPORTUNITYSPACE's overall work schedule. Although OPPORTUNITYSPACE will use its best efforts to immediately resume work following such a delay, You acknowledge that schedules for the Services may be delayed by more than just the number of days delayed by Client.

18. PII. Any and all data provided by You to OpportunitySpace shall exclude all "personally identifiable information" (i.e. information or data which can be used to identify or distinguish an individual's identity, including but not limited to name, date of birth, social security number, and biometric records) .
19. VIRUSES. THE SOFTWARE IS WEB-BASED AND LIVES WITHIN THE BROWSER. IN TERMS OF SECURITY THIS MEANS (A) THE APPLICATION DOES NOT HAVE ACCESS TO LOCAL SYSTEM RESOURCES (LOCAL FILES, ETC.); (B) THE APPLICATION DOES NOT 'LIVE' ON THE YOUR COMPUTER--IT RUNS ON VIRUS-PROTECTED SERVERS ON AMAZON'S SECURE CLOUD; AND (C) THE FILES THAT YOU CAN DOWNLOAD FROM OUR APPLICATION ARE VIRUS-FREE, CONTAIN ONLY INFORMATION, AND ARE NOT EXECUTABLE.
20. HEADINGS. The headings of this EULA are for the purpose of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.
21. RENEWAL OF LICENSE. The term of this EULA is effective through on or about June 11, 2019. This EULA may remain in effect for a subsequent term, commencing on or about June 12, 2019 through October 31, 2020, based upon the determination of Enterprise to provide the funding to renew the license for a subsequent term. In the event it is not renewed for a subsequent term, You understand that the funds that were to have been used by Enterprise for the subsequent term license will be reprogrammed by Enterprise for another use that is eligible under their funding source.

Accepted and Agreed to:

By: 

Name: Michael G. Ciaramino

Title: City Manager

Per Res. No. 228-2018

RESOLUTION NO.: 228 - 2018

OF

AUGUST 13, 2018

I, Katrina Cotton, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 8/13/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 14th day of Aug 20 18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A CITIES FOR RESPONSIBLE INVESTMENT AND
STRATEGIC ENFORCEMENT PHASE II GRANT FROM
ENTERPRISE COMMUNITY PARTNERS, INC.
FOR TECHNICAL ASSISTANCE TO FACILITATE CAPACITY BUILDING
IN CODE ENFORCEMENT STRATEGIES THROUGH
THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL

WHEREAS, by Resolution No. 121-2017 of May 8, 2017, the City of Newburgh was awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase One grant for a comprehensive asset management data platform and technical expertise to facilitate implementation from the Office of the New York State Attorney General through Local Initiatives Support Corporation; and

WHEREAS, the City of Newburgh is eligible to apply for a Cities RISE Phase II grant from Enterprise Community Partners, Inc. for two-year long, intensive organizational development process focused on building the capacity of municipalities to make significant progress in their code enforcement strategies through data-driven innovations, change management, and community engagement support, with \$50,000.00 to support the process; and

WHEREAS, participating cities will develop new practices to address problem properties and code enforcement challenges in the municipality and will work with multiple stakeholders in the community and in their own organization to generate input and feedback to inform the development of a new and better approach; and

WHEREAS, cities will have the opportunity to apply for an innovation grant to develop and implement these changes and throughout the two years of the program, participating cities will receive support to diagnose their code enforcement challenges, identify opportunities for innovation, navigate the obstacles change, and plan, implement and evaluate the effectiveness of the new approach;

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _____ - 2019

OF

JANUARY 28, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR
AN ART WORKS GRANT FROM THE NATIONAL ENDOWMENT OF THE ARTS
IN THE AMOUNT OF \$35,000.00 WITH A \$35,000.00 MATCH
TO CONDUCT A NEWBURGH ARTS AND CULTURAL SURVEY**

WHEREAS, the Newburgh Arts and Cultural Commission has requested that the City of Newburgh apply for and accept if awarded an Art Works grant in the amount of \$35,000.00 from the National Endowment of the Arts to conduct an arts and cultural survey; and

WHEREAS, such grant funds will be used to conduct the first comprehensive study that inventories and assesses the diverse arts and culture ecology in Newburgh, NY which will be guided by a group of representative advisors and stakeholders who will gather data and create an inventory of the broad range of arts-and-cultural activities and destinations in the City of Newburgh by conducting focus groups and engaging residents from all neighborhoods and communities and the resultant survey will establish a baseline, and in-depth understanding of the City's cultural assets, how people engage with them, and how they can encourage economic, social, and cultural growth in Newburgh in order to enable informed and coordinated decisions by City government, investors, businesses, organizations, and residents for future investment and growth strategies for the city's cultural infrastructure; and

WHEREAS, the grant in the amount of \$35,000.00 requires a match in the amount of \$35,000.00; and

WHEREAS, this Council has determined that applying for said grant 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 Interim City Manager be and he is hereby authorized to apply for an Art Works grant in the amount of \$35,000.00 from the National Endowment of the Arts to conduct an arts and cultural survey; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to apply for such grant.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Newburgh Arts and Cultural Survey	NAME OF DEPARTMENT REQUESTING GRANT: Newburgh Arts and Cultural Commission	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Naomi Miller, Research & Development Committee Chair and Vincent Cianni and Belinda McKeon, Co-Chairs of the NACC
NAME OF GRANT/NAME OF AWARDING AGENCY: National Endowment for the Arts: Art Works Grant	GRANT SUBMITTAL DATE: February 14, 2019	AMOUNT OF AWARD: \$35,000 requested
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) \$35,000 match	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$0.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: N/A



City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN:

Scope of Project:

The Newburgh Arts + Cultural Commission (NACC) is seeking support from the National Endowment for the Arts (NEA) to conduct an arts and cultural survey that satisfies the following NEA area of focus: Enrich our humanity by broadening our understanding of ourselves as individuals and as a society. The Newburgh Arts and Cultural Survey is the first comprehensive study that inventories and assesses the diverse arts and culture ecology in Newburgh, NY. Guided by a group of representative advisors and stakeholders, the Project Managers and Consultant gather data and create an inventory of the broad range of arts-and-cultural activities and destinations in the City, conducting focus groups and engaging residents from all neighborhoods and communities. The resultant survey establishes a baseline, offering a rich and in-depth understanding of the City's cultural assets, how people engage with them, and how they can encourage economic, social, and cultural growth in Newburgh. The final consolidation of knowledge and recommendations enables informed and coordinated decisions by City government, investors, businesses, organizations, and residents for future investment and growth strategies for the city's cultural infrastructure.

Key Stakeholders:

- Newburgh Arts & Culture Commission

Project Timeline: (ex. Dates)

- Start date is January 2020. NEA allows for 2-year project period.

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

Naomi Miller and Naomi Heresson-Ringskog will approach several local, New York and National arts foundations to support this project. The project managers will identify and approach private foundations that focus on cultural planning and improving quality of life.

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:



City of Newburgh

GRANT APPLICATION FORM

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

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

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL



City of Newburgh

GRANT APPLICATION FORM

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

Newburgh Arts + Cultural Survey

Application to NEA Art Works Grant

1. General Art Works grant: <https://www.arts.gov/grants-organizations/art-works/grant-program-description>
2. Local Arts Agency discipline: <https://www.arts.gov/grants-organizations/art-works/local-arts-agencies>
3. NEA FY2020 Grant Application Form Instructions (checklist, also attached to email): <https://www.arts.gov/sites/default/files/FY20-Art-Works-Part2-Instructions-Local-Arts-Agencies.pdf>
4. City of Newburgh Grant Application Procedures (attached to email)
5. Application Summary

Project Description

The Newburgh Arts + Cultural Commission (NACC) is seeking support from the National Endowment for the Arts (NEA) to conduct an arts and cultural survey that satisfies the following NEA area of focus: Enrich our humanity by broadening our understanding of ourselves as individuals and as a society.

NACC's request to the NEA is in support of Newburgh Arts and Cultural Survey, the first comprehensive study that inventories and assesses the diverse arts and culture ecology in Newburgh, NY. Guided by a group of representative advisors and stakeholders, the Project Managers and Consultant gather data and create an inventory of the broad range of arts-and-cultural activities and destinations in the City, conducting focus groups and engaging residents from all neighborhoods and communities. The resultant survey establishes a baseline, offering a rich and in-depth understanding of the City's cultural assets, how people engage with them, and how they can encourage economic, social, and cultural growth in Newburgh. The final consolidation of knowledge and recommendations enables informed and coordinated decisions by City government, investors, businesses, organizations, and residents for future investment and growth strategies for the city's cultural infrastructure.

Major Project Activities

The Newburgh Arts + Cultural Commission will spearhead the project, leading it through a series of four phases:

- (1) **Project Team + Framing:** Assemble a team of project managers, an experienced consultant, a Committee of ten local advisors, and a group of community stakeholders.
- (2) **Inventory + Focus Groups:** Project managers and consultant carry out cultural asset mapping of existing arts and cultural events, spaces, organizations, businesses, and informal platforms and activities, using a broad definition of art and culture through direct engagement with residents and organizations.
- (3) **Electronic Survey:** Conduct a city-wide paper and electronic survey with extensive outreach.
- (4) **Assessment + Synthesis:** With additional feedback from the Committee and stakeholders, the consultant synthesizes the data, creates a directory, and shares recommendations to the Project Team and City of Newburgh. A Public Meeting is held to report out to the City's residents, including art performances, a panel discussion, and printed report. A website

offers the data and report as an open source.

Key Individuals

Newburgh Arts + Cultural Commission: Vincent Cianni + Brenda McKeon, Chairs

Project Managers: Naomi Hersson-Ringskog and Naomi Miller

Consultant: Firm experienced in cultural asset mapping (examples: Arts Metris, Lord Cultural Resources)

Proposed Project Timeline

Spring 2020: Assemble Project Team

Spring–Summer 2020: Inventory + Focus Groups, Electronic Survey

Fall 2020: Assessment + Synthesis

Fall/Winter 2020–21: Public Meeting and Report Out

Total Request to NEA

\$35,000

Total Cost Share/Match secured by NACC

\$35,000

Total Project Budget

\$70,000

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

How to Use This Document

These instructions are for the Local Arts Agencies discipline. For more information, see [here](#). If you are applying in a different Art Works discipline, [please refer to their instructions](#), as instructions vary by discipline. Applications are reviewed on the basis of **artistic excellence and artistic merit**. For more detailed information on how artistic excellence and artistic merit will be evaluated, see the "[Review Criteria](#)." Make sure you demonstrate how your project meets the review criteria in your application material.

NOTE: You will only be able to complete this part of the application process if you have submitted to Grants.gov by the appropriate deadline. Please see <https://www.arts.gov/grants-organizations/art-works/local-arts-agencies/part-1-submit-sf-424-to-grants-gov> for more information.

This document will guide you through completing [Part 2 of the Art Works application process](#); it contains detailed instructions for completing the Grant Application Form (GAF) in the NEA's Applicant Portal. The Applicant Portal is a tabbed system (seven tabs), some of which have sub-tabs. Please review all sections of this document to see the required fields needed to complete the application, along with detailed instructions on what you should include in each section. This document includes any specifications about your material (e.g., character limits for narrative responses, acceptable work sample formats). For your application to be considered complete, every required item **MUST** be included in your application. Required items are denoted with a red * in the GAF.

You will not have access to enter information into the online Grant Application Form until the NEA's Applicant Portal is available. However, you should **prepare your responses and material well in advance of the Part 2 deadline** and have them fully ready to upload once the NEA's Applicant Portal opens.

First Art Works Deadline:

Part 1 - Submit to Grants.gov	February 14, 2019
<i>Prepare application material so that it's ready to upload when the Applicant Portal opens</i>	
Part 2 - Submit to Applicant Portal	February 19, 2019 at 9:00 a.m., Eastern Time to February 26, 2019 at 11:59 p.m., Eastern Time

Second Art Works Deadline:

Part 1 - Submit to Grants.gov	July 11, 2019
<i>Prepare application material so that it's ready to upload when the Applicant Portal opens</i>	
Part 2 - Submit to Applicant Portal	July 16, 2019 at 9:00 a.m., Eastern Time to July 23, 2019 at 11:59 p.m., Eastern Time

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Applicant Portal Tips:

- This site is best viewed in Chrome 58+, Firefox 54+, or Microsoft Internet Explorer Version 11+.
- Most problems can be solved by changing your browser. If that doesn't work, go to IE and do the following:
 - Press Alt key.
 - Select Tools from the menu bar.
 - Select Compatibility View Setting.
 - Type in 'arts.gov' and uncheck all check marks and close.
- You might need to enable both Cookies and JavaScript on your Internet Browser to successfully view this site.
- Be sure to first copy and paste any text into Notepad (if you're using a PC) or TextEdit (if you are using a Mac) before copying it into Applicant Portal text fields. This will strip away any HTML coding that may add additional characters to text.
- Make sure to hit "SAVE" and log off if you plan to leave the Applicant Portal with work in progress. Your session will deactivate after a period of time and you could lose content. You should only open the Applicant Portal in one browser at a time to enter information.

Tab 1: View Application Data

This section is the first screen you will see when you open the GAF. It cannot be edited; it is autopopulated with information you entered on the Application for Federal Domestic Assistance/Short Organizational Form that was submitted to Grants.gov. If you find any incorrect information on this page, please [contact](#) the staff.

When filling out the Grant Application, you must adhere to the character count limit in each section. Please do not include hyperlinks. If found, they will be removed from your application.

Tab 2: Organization Info

Subtab 1: Organization Information

You will be asked to provide the following information in this section:

Legal Name (should match Application for Federal Domestic Assistance/Short Organizational Form)

Popular Name (if different)

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

For this application, are you serving as the **Parent of an Independent Component** (before choosing, [see the definition](#) of official Independent Component status: Y/N

Mission of Your Organization (500 Character Limit, including spaces)

Summary of the background/history of your organization (2,000 Character Limit, including spaces)

Subtab 2: Organization Budget

Budget Form: Complete this section using figures for the most recently completed fiscal year, the previous fiscal year, and the fiscal year prior to that.

Sample View:

	Most Recently Completed FY	Previous FY	Two FYs Prior
FY End Date (MM/DD/YYYY)	1/1/2017		
INCOME:			
Earned	\$0	\$0	\$0
Contributed	\$0	\$0	\$0
Total Income	0	0	\$0
EXPENSES:			
Artistic Salaries	\$0	\$0	\$0
Production / Exhibition / Service Expenses	\$0	\$0	\$0
Administrative Expenses	\$0	\$0	\$0
Total Expenses	0	0	\$0
OPERATING SURPLUS / DEFICIT (single year)	\$0	\$0	\$0

When completing this form you'll use the line items below for each fiscal year. Unaudited figures are acceptable. And figures that amount to \$0 are acceptable in cases where organizations do not have a budget line for that particular figure.

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Income

- **Earned:** Revenues that are received through the sale of goods, services performed, or from investments. Examples: ticket sales, subscription revenue, contractual fees, interest income.
- **Contributed:** Gifts that are received which are available to support operations. Examples: annual fund donations, grants for general operating or project support, in-kind contributions.

Expenses

- **Artistic Salaries:** Costs that are directly related to the creation, production, and presentation of art work. Examples: fees for dancers, choreographers, actors, curators, artistic directors, contributors to literary publications. Include arts personnel that are on your staff as well as those that are paid on a contract or fee basis.
- **Production/exhibition/service expenses:** All program or service delivery costs, excluding artistic salaries and fees that are listed above. Examples: research expenditures; presentation costs; costs of sets, costumes, and lighting; publication costs of catalogues or literary magazines.
- **Administrative expenses:** All other costs that are incurred during the normal course of business. Examples: outside professional non-artistic services, space rental, travel, marketing, administrative salaries, utilities, insurance, postage.

NOTE: The figures are subject to verification by the National Endowment for the Arts.

If you are a parent organization, provide this information for the independent component on whose behalf you are applying. If your organization is a smaller entity that exists within a larger organization (such as an academic department or a literary organization housed at a college or university), submit information for the smaller entity and follow the instructions for parent organizations and independent components. Please note that academic departments within universities and colleges are **not** considered independent components.

This is intended to show your organization's fiscal activity as it relates to operations. Do not include activity related to a capital campaign (such as raising money for a new facility, an endowment fund, or a cash reserve fund). You will be given an opportunity to explain and discuss the fiscal health of your organization, including identifying the source of the activities, as needed. We may request additional information to clarify an organization's financial position.

Fiscal Health: Discuss the fiscal health of your organization. In addition, you must explain: 1) any changes of 15% or more in either your income or expenses from one year to the next, and 2) plans for reducing any deficit (include the factors that contributed to the deficit and its amount). For independent components, you may use the space to discuss the fiscal health of your organization and to explain the relationship that the independent component has with the

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

larger entity (e.g., "museum guards and utilities paid for by university"). (1,000 Character Limit, including spaces)

Tab 3: Arts Programmatic History

Submit a representative list of your programmatic history for the past three years/seasons prior to the application deadline (e.g., 2016 or 2016-17; 2017 or 2017-18; 2018 or 2018-19).

This list should demonstrate eligibility (i.e., your organization's three-year history of arts programming) and the artistic excellence and merit of your organization. For the purpose of defining eligibility, "three-year history" refers to when an organization began its programming and not when it incorporated or received nonprofit, tax-exempt status. Where available, include arts or cultural programming that has a relationship to the project for which you are requesting support (e.g., show examples of previous festival programming if your project is for a festival). For projects that involve touring, list your organization's touring activities for the past three years/seasons. **For subgranting projects:** this list should demonstrate a three-year history of subgranting in the arts prior to the application deadline.

You'll enter your information for each year this way:

The screenshot shows a web form for entering programmatic history. At the top, there is a label "Year 1: *" followed by a small text input box. Below this is a section titled "Representative Examples Year 1 *". Inside this section is a rich text editor with a toolbar containing icons for bold (B), italic (I), underline (U), bulleted list, numbered list, link, and unlink. Below the toolbar is a large text area for entering examples. At the bottom of the text area, a status bar reads "(3,500 Character Limit, including spaces. Remaining: 3500 characters.)".

Tab 4: Project Info

Subtab 1: Project Activity

NEA Discipline for Proposed Project: This refers to the artistic discipline associated with your project, not necessarily your organization as a whole. Exception: Local Arts Agencies should select "Local Arts Agencies" regardless of the project discipline, unless the project's primary discipline is either Arts Education or Folk & Traditional arts.

Choose the artistic discipline carefully because your selection will determine which panel of experts will review your proposal. In limited cases, staff may transfer an application to a discipline other than the one that was selected by the applicant to ensure appropriate panel

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

review. However, we cannot guarantee that an application will be transferred in all cases where this might be desirable. [Contact us](#) if you have any questions about which discipline is most appropriate for your project. Each discipline has different instructions. Be sure to download the instructions according to the discipline that best suits your project.

Choose:

- **Local Arts Agencies** (Local arts agencies generally are referred to as arts councils, departments of cultural affairs, or arts commissions. LAAs can be nonprofit entities or public sector municipal, county, or regional agencies that operate in cooperation with mayors and city managers. LAAs may present and/or produce arts programming, commission and manage public art, administer grant programs, provide technical assistance to artists and arts organizations, and guide cultural planning efforts. Still others may own, manage, and/or operate cultural facilities and be actively engaged in community development, and partner with entities in tourism, social services, public education, housing, economic development, and public safety. All strive to enhance the quality of life in their communities by working to increase public access to the arts. You will also find national and statewide arts service organizations in the LAA portfolio that work primarily with a network of LAAs. LAAs should submit applications through Local Arts Agencies regardless of project discipline, unless the project's primary discipline is either Arts Education or Folk & Traditional Arts.)

Project Title: If your project title has changed since you submitted through Grants.gov, provide a new project title in the text field below. If you have no changes, leave the text as is. **Do not type "N/A" as this will replace the previously submitted project title.**

Project Description: If your project description has changed since you submitted through Grants.gov, provide a new description in the text field below. If you have no changes, leave the text as is. **Do not type "N/A" as this will replace the previously submitted project description.**

Major Project Activities: This is the project narrative. The information that you provide will be evaluated against the "**Review Criteria**" by panelists, so make sure your narrative addresses the "Review Criteria." Describe the proposed project. Be as thorough and specific as possible about the activities that will take place during the allowable project period. Where relevant, include information on any additional public components such as educational or outreach activities of the project. Do not describe unrelated organizational programming. If applicable, identify any works of art that will be central to the project and the reason for their selection. For project components involving content creation, please provide details about the content, themes, and processes to develop the created works. (4,000 Character Limit, including spaces)

For public art projects, please see [Public Art Resources](#) for additional resources.

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Subtab 2: Project Partners

Selection of Key Organizational Partners: If your project involves organizational partners, describe the process and criteria for the selection of key organizations. Where relevant, describe their involvement in the development of the project to date. Where they remain to be selected, describe the selection procedures that you plan to follow and the qualifications that you seek. An organizational partner is an outside entity that will provide resources (other than money) to support the project. Because all NEA projects require matching resources from non-federal sources, organizations that only provide money are not considered partners. Funders are not excluded from being partners, but they must also supply human resources or information capital, or actively participate in another way. Organizational partners are not required. (1,000 Character Limit, including spaces)

Description of Key Organizational Partners: Include brief, current descriptions of the key organizational partners and their proposed role in the project. You may include up to 10.

- **Organization Name**
- **Proposed or committed?** Select answer from drop-down.
- **Description of the Organization** (500 Character Limit per partner, including spaces)

Subtab 3: Key Individuals

Selection of Key Individuals: Briefly describe the process and criteria for the selection of key individuals who will be involved in this project (e.g. primary artist(s), project director, artistic director, executive director, teaching artist, curator, editor, folklorist, conductor). Where relevant, name the key individuals and describe their involvement in the development of the project to date. If you are applying for a project for which the key individuals are not yet identified, describe the process for selecting them, i.e., open submissions, reading committee, selection by the artistic director, etc., and the qualifications that you seek. (1,000 Character Limit, including spaces)

Bios of Key Individuals: Include brief, current biographies of the key individuals. You may include up to 5.

- **First Name**
- **Last Name** (Use this field for artistic group names or single names)
- **Proposed or committed?** Select answer from drop-down.
- **Bio.** including the proposed role in the project (1,000 Character Limit per bio, including spaces)

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Subtab 4: Other Details

Schedule of Key Project Dates: Describe the significant dates in the project. If you include activities that occur before the earliest allowable start date (January 1, 2020, if you apply at the February 14, 2019, deadline or June 1, 2020, if you apply at the July 11, 2019, deadline), indicate by adding an asterisk (*) and make sure that those activities and costs are not included on the Project Budget form. (1,500 Character Limit, including spaces)

Promotion & Publicity: Briefly describe your plans for promoting and/or publicizing the project. (1,000 Character Limit, including spaces)

Performance Measurement: How will you measure the success of your project? Describe any plans you have for program evaluation, for working collaboratively with researchers, strategic consultants, program evaluators, and/or any other plans for performance measurement related to the project. Include plans for documenting and disseminating the project results, as appropriate. (1,000 Character Limit, including spaces)

Please see "[Program Evaluation Resources](#)" for additional information.

Intended Audience/Participants/Community: Who will benefit from the project and how? Where appropriate, describe any underserved populations that may be reached. (2,000 Character Limit, including spaces)

Discipline-Specific Items: Leave these fields blank. Please upload Discipline-Specific Items as separate PDF documents. (See Tab 6: Items to Upload.)

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Tab 5: Project Budget

NOTE: Organizations cannot receive more than one National Endowment for the Arts grant for the same expenses. This budget cannot include project costs that are supported by any other federal funds or their match, including costs that may be included in applications submitted, or grants received, by partner organizations or presenters.

Your **Project Budget** should reflect only those activities and associated costs that will be incurred during the "Period of Performance" that you have indicated for your project. Any costs incurred before or after those dates will be removed. REMINDER: The earliest allowable project start date is January 1, 2020, if you apply at the February 14 deadline, or June 1, 2020, if you apply at the July 11 deadline.

We need to know how you plan to spend both the requested NEA funds, as well as your cost share/matching funds. All items in your budget, whether supported by NEA funds or your cost share/matching funds, must be reasonable, necessary to accomplish project objectives, allowable in terms of the [NEA General Terms and Conditions](#), and adequately documented. Your "Total project income" must equal the "Total project costs/expenses."

Applicants whose projects are recommended for grants will be asked to update the project budget.

Amount Requested from the NEA: Grants will generally range from \$10,000 to \$100,000. Do not request an amount below \$10,000. **Any requests below \$10,000 will be deemed ineligible and will not be reviewed.** Be realistic in your request.

Subtab 1: Project Expenses

DIRECT COSTS are those that are identified specifically with the project during the period of performance, and are allowable. Be as specific as possible. Review [What We Fund/We Do Not Fund](#) to ensure your Project Budget does not include unallowable costs. **Projects with less than \$20,000 in costs (i.e., not showing the minimum NEA requested amount of \$10,000 and the required organization 1:1 match of \$10,000) will be deemed ineligible and will not be reviewed.**

DIRECT COSTS: Salaries and wages cover compensation for personnel, administrative and artistic, who are paid on a salary basis. (Funds for contractual personnel and compensation for artists who are paid on a fee basis should be included in "DIRECT COSTS: Other" on the Project Budget form, and not here.) Indicate the title and/or type of personnel (40 characters maximum), the number of personnel (30 characters maximum), the annual or average salary range (40 characters maximum), and the percentage of time that will be devoted to the project annually (30 characters maximum). List key staff positions, and combine similar functions. Where appropriate, use ranges. If the costs for evaluation and assessment are part of staff salary and/or time, separately identify those costs.

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Salaries and wages for performers and related or supporting personnel must be estimated at rates no less than the prevailing minimum compensation as required by the Department of Labor Regulations. (See "[Legal Requirements](#)" for details.)

NOTE: Salaries/wages/fringe benefits incurred in connection with fundraising specifically for the project are allowed. These costs must be incurred during the NEA project period of performance, and be approved as allowable project expenses by the agency.

Sample View:

Project Expenses		Project Income		
DIRECT COSTS: SALARIES & WAGES				
Title and/or Type of Personnel	Number of personnel	Annual or Average Salary Range	% of time devoted to this project	Amount (You must enter Zero "0" to clear Dollar fields)
Executive Director	1	\$ 70,000 per yr.	25%	\$17,500
Project Directors	2	\$ 40-50,000 per yr.	5-40%	\$22,000
Admin. Support Staff	2	\$ 20-25,000 per yr.	20-30%	\$11,000
		\$		
		\$		
		\$		
		\$		
Total Salaries and Wages				\$50,500

Fringe benefits are those costs other than wages or salary that are attributable to an employee, as in the form of pension, insurance, vacation and sick leave, etc. They may be included here only if they are not included as indirect costs.

Sample View:

FRINGE BENEFITS	\$0
Total Salaries and Fringe Benefits	\$0

DIRECT COSTS: Travel must be estimated according to the applicant's established travel practice, providing that the travel cost is reasonable and does not exceed the cost of air coach accommodations. Limit your descriptions to these character maximums: # of Travelers = 20 characters; From = 50 characters; To = 50 characters. Include subsistence costs (e.g., hotels, meals) as part of the "Amount" listed for each trip, as appropriate. Foreign travel, if any is intended, must be specified by country of origin or destination and relate to activity outlined in your narrative. Foreign travel also must conform with government regulations, including those of the [U.S. Treasury Department Office of Foreign Asset Control](#). If National Endowment for the Arts funds are used for foreign travel, such travel must be booked on a U.S. air-carrier when this service is available. List all trips -- both domestic and foreign -- individually.

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Sample View:

DIRECT COSTS: TRAVEL			
# of travelers	From	To	Amount (You must enter Zero "0" to clear Dollar fields)
Total Travel Expenses			\$0

DIRECT COSTS: Other include consultant and artist fees, contractual services, promotion, acquisition fees, rights, evaluation and assessment fees, access accommodations (e.g., audio description, sign-language interpretation, closed or open captioning, large-print brochures/labeling), telephone, photocopying, postage, supplies and materials, publication, distribution, translation, transportation of items other than personnel, rental of space or equipment, and other project-specific costs. List artist compensation here if artists are paid on a fee basis. For procurement requirements related to contracts and consultants, please review [2 CFR Part 200.317-.326](#). Limit your descriptions to 100 characters maximum.

Television broadcast projects and educational/interpretive videos must be closed or open captioned. Applicants should check with captioning organizations for an estimate.

Clearly identify the rental of equipment versus the purchase of equipment. If you intend to purchase any equipment that costs \$5,000 or more per item and that has an estimated useful life of more than one year, you must identify that item here. Provide a justification for this expenditure either in this section of the Project Budget form or in your narrative. Digital computers, mobile devices, or other new technologies are considered supplies if less than \$5,000 per item regardless of the length of useful life.

If you engage in contracts of more than \$15,000, identify the item or service and its relation to the project.

Group similar items together on a single line, with only one total cost. List consultant and artist fees or contracts for professional services on consecutive lines; do not scatter them throughout the list. Specify the number of persons, the service being provided, and the applicable fee, rate, or amount of each. For other types of line items, provide details of what is included in each item.

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Sample View:

DIRECT COSTS: OTHER	
Description	Amount (You must enter Zero "0" to clear Dollar fields)
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
Total Other Expenses	\$0

TOTAL DIRECT COSTS is the total of all direct cost items listed in "Salaries and wages," "Travel," and "Other expenses." This field will autocalculate.

INDIRECT COSTS are overhead or administrative expenses that are not readily identifiable with a specific project. (The costs of operating and maintaining facilities and equipment, depreciation or use allowances, and administrative salaries and supplies are typical examples of indirect costs.) Indirect costs are prorated or charged to a project through a rate negotiated with the National Endowment for the Arts or another federal agency (limit your description of Federal Agency to 50 characters). You are not required to have an indirect cost/facilities and

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

administration rate to apply for or receive a grant. You may claim administrative costs or overhead as direct costs under "DIRECT COSTS: Other." Alternatively, a non-federal entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC). For more information see [2 CFR Part 200.414.f](#). However, you cannot claim both Indirect Costs and Administrative/overhead costs; you must choose one method or the other. If you have a negotiated rate and would like to include indirect costs, complete the information requested in this section. If you do not have or intend to negotiate an indirect cost rate, or do not plan to charge a de minimis 10% rate leave this section blank. Applicants may only apply a Research ICR for applications to the Research: Artworks program. For additional information, see "[Indirect Cost Guide for NEA Grantees](#)."

Sample View:

INDIRECT COSTS (if applicable)	
Federal Agency	
Rate Agency(.0000)	0.10000
Base	\$10,000
TOTAL INDIRECT COSTS	

TOTAL PROJECT COSTS/EXPENSES is the total of "Total direct costs," and, if applicable, "Indirect costs." This field will autocalculate. **NOTE:** "Total project income" must equal the "Total project costs/expenses." Your project budget should not equal your organization's entire operating budget.

Subtab 2: Project Income

AMOUNT REQUESTED FROM THE NEA: Grants will generally range from \$10,000 to \$100,000. Do not request an amount below \$10,000. Any requests below \$10,000 will be deemed ineligible and will not be reviewed. Be realistic in your request.

Sample View:

Amount Requested from the NEA	\$0
Project Expenses	Project Income

TOTAL COST SHARE/MATCH FOR THIS PROJECT: Because the National Endowment for the Arts cannot support more than 50% of a project's costs, we require each applicant to obtain at least half the total cost of each project from nonfederal sources. For example, if you receive a \$10,000 grant, your total project costs must be at least \$20,000 and you must provide at least \$10,000 toward the project from nonfederal sources. These matching funds may be all cash or a

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

combination of cash and in-kind contributions as detailed below. Be as specific as possible. For projects that include additional partners, indicate on the form the portion of the match that is being contributed by each participant. Asterisk (*) those funds that are committed or secured.

Applicant CASH match refers to the cash donations (including items or services that are provided by the applicant organization), grants, and revenues that are expected or received for this project. Limit your descriptions to 100 characters maximum. Do not include any National Endowment for the Arts or other federal grants -- including grants from the National Endowment for the Humanities, U.S. Department of Education, the National Park Service, etc. -- that are anticipated or received. If you include grants from your state arts agency or regional arts organization as part of your match, you must ensure that the funds do not include subgranted federal funds. Identify sources. The National Endowment for the Arts allows the use of unrecovered indirect costs as part of the cash match or cost sharing. Your organization must have a federal negotiated indirect cost rate agreement to include unrecovered indirect costs.

Third-Party IN-KIND Contributions: Donated space, supplies, volunteer services are goods and services that are donated by individuals or organizations other than the applicant (third-party). Limit your descriptions to 100 characters maximum. To qualify as matching resources, these same items also must be identified in the project budget as direct costs to ensure their allowability. In-kind items not reflected as direct costs will be removed from your budget. The dollar value of these non-cash donations should be calculated at their verifiable fair-market value. Identify sources. Reminder: Proper documentation must be maintained for all items noted as "in-kind."

Sample View:

Project Expenses		Project Income	
Applicant CASH		Third-Party IN-KIND Contributions	
Description	Amount (You must enter Zero "0" to clear Dollar fields)	Description	Amount (You must enter Zero "0" to clear Dollar fields)
Total Cash	\$0	Total in-kind	\$0

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TOTAL PROJECT INCOME is the total of "Amount requested from the National Endowment for the Arts" and "Total cost share/match for this project." This field will autocalculate. **NOTE:** "Total project income/expenses" must equal the "Total project costs." Your project budget should not equal your organization's entire operating budget.

Note: The amounts below will automatically populate from what you have entered in the budget tables.

+ Instructions for Project Expenses/Income Summary	
Total Cost Share/Match for this project (Total CASH + Total IN-KIND)	\$0
TOTAL PROJECT INCOME (Total Cost Share / Match + Amount Requested from NEA)	\$0
TOTAL PROJECT COSTS/EXPENSES (Total Direct Costs + Total Indirect Costs)	\$0

Tab 6: Items to Upload

Upload your work samples and special items here. Local Arts Agencies does not require statements of support.

Please arrange the items in the following order when uploading:

- Discipline-Specific Items
- Video Work Samples
- Audio Work Samples
- Image Work Samples
- Other Types of Work Samples

Preparation

Below are the required items to upload. These are a critical part of your application and are considered carefully during application review. Submit items in the format and within the space limitations described below. Only upload materials that we request. Other items that you include will not be reviewed.

Discipline-Specific Items

Submit a single PDF file that includes any **items specified below** that are relevant to your particular project.

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- **For projects to preserve or conserve** an object, site, or structure, a condition report and a treatment proposal.
- **For subgranting projects:**
 - A copy of the **city/county ordinance, resolution, charter, or contract** that assigns your organization the authority to operate on your local government's behalf.
 - The **application guidelines** for the category for which support is being requested.
 - A **profile of the applicant pool** (no more than one page). Detail the number of applicants, the artistic disciplines represented, and whether it includes individual artists or organizations. For organizations, provide the range of budget sizes.
 - A **list of most recent grantees** including grant amount and one-sentence project description.
 - A **description of the review process and criteria** used. Include a list of panelists (most recent or proposed).

Work Samples:

Work samples are required. These work samples should demonstrate the artistic excellence and artistic merit of your project.

Your application package must include work samples that can enhance the panel's understanding of your application and your organization's ability to carry out the project. Work samples should be recent, concise, of high quality, and relate as directly as possible to your proposed project. For example, if you are proposing:

- **A technology project**, submit a sample that best represents the artistic excellence and technology of the project.
- **Services for artists and/or arts organizations**, submit brief selections from publications, training material, or other documentation that demonstrates your organization's expertise and ability to carry out the project.
- **To create a work**, submit an example of work by the proposed artist(s).
- **To complete a work**, submit a sample of the work in progress.
- **To perform or present a work**, submit a sampling of unedited performances that are typical of your organization's recent work and relevant to the project. Do not submit promotional material.
- **To tour a work**, submit a sample of touring activities.
- **A group project or collaboration**, submit samples that demonstrate the ability of the proposed artists or organizations to work together.
- **A residency project**, submit a sample of selected artists' recent work and documentation of the facilities they will use. If the artists are not yet selected, submit samples of work by artists who recently have been in residence.
- **An educational or outreach activity**, submit a sample that demonstrates the experience and skills of the proposed artists/teachers who will be working with the participants. If you have worked with your target population before, provide a sample of your work with that same community, if possible.

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

- **An exhibition**, submit visual documentation that provides a representative sampling of the works to be shown.
- **To preserve or conserve** an object, site, or structure, submit appropriate visual documentation.
- **A catalogue or other publication**, submit sample text as well as brief selections from examples of similar publications recently issued by your organization. For catalogues, include visual documentation of a sampling of the objects to be included. (Do not submit entire publications.)

Applicants may find it helpful to refer to the work sample instructions for the discipline(s) most relevant to their project for guidance in selecting their sample.

Submit work in more than one format only if that is required for your project. We welcome concise presentations.

We will accept the following:

Note: Panelists will review no more than 20 minutes of combined work samples.

Type	Video	Audio	Images	Documents	Websites
Max. # Allowed	5 selections	5 selections	15 images	3 PDF documents	5 websites
Max. Time Each Sample	3 minutes each	3 minutes each			
Max. Size Each Sample *	250 MB	5 MB	5 MB	5 MB/12 pages each	5 MB
File Types	avi, mov, mp4, mpeg, and wmv; or PDF with links	mp3, wma, wav, aac, and mpa	jpeg, gif, bmp, png, and tif; or PDF with images	PDF	PDF with links

* The combined storage for all work sample files is 250 MB.

Information About Uploaded Files

There can be a slight delay between the upload of your work samples and seeing them in the Applicant Portal. This is particularly true for videos. For videos, the usual upload time runs five to ten minutes. However, close to the deadline, this time may extend to as much as an hour. Videos are placed in a queue to be converted for upload, and the more people uploading, the

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

longer the queue. Do not immediately assume that your upload failed; wait and try accessing the material again.

Your file names must not:

- Exceed 100 characters.
- Begin with a space, period, hyphen, or underline.
- Contain these characters: #%&{} \<>?*?/\$!'"':+=|"@.

For each item that you upload, you will find a descriptive field into which you will enter the following information, as appropriate:

Title box: Title each item with a unique name.

- For your special items, simply state the type of item.
- For video/audio/digital image/website/document work samples, state the title of the work or organization represented by the work sample.

Description box (500 Character Limit, including spaces): For your special items, simply state the type of item.

For video/audio/digital image/website/document work samples:

- Company/Artist.
- Title of work/image/activity (if different from first bullet).
- Date of the work, performance, or activity.
- Brief description including how the work sample relates to proposed project.
- For audio and video samples, length of the sample.

Applicants submitting multiple websites or multiple images on a PDF should include the relevant information from above with each website or image in the PDF. The descriptive field for the file should provide a brief overview of the group of images or websites as a whole.

Additional Guidance for Video Samples

You may submit a link to a video sample, or directly upload a video sample.

If you submit a link:

Submit a PDF with a clickable link to the website. If you are including more than one website, list them all on a single PDF. For each site, list the URLs for pages to be shown; include any necessary information on required plug-ins, passwords, or navigation paths. Do not submit links to sites that require work samples to be downloaded (e.g., Dropbox).

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Uploading video samples:

In order to be uploaded, videos must meet the following minimum requirements:

- Resolution: At least 480 x 360
- Frames per second (fps): At least 12

You can often check the resolution of a video as follows. In Windows environments, find the file on your computer, right click it, and select "Properties." On a Mac, hold the Control key, and click on the file name. Select "Get Info" and the information should display. Most videos are a standard 29 frames per second.

While the above requirements are the minimum, submitting your video in the mp4 (H.264) format at 640 x 480 with mp3 audio will allow for efficient uploading while showing your clips to best advantage.

If your video doesn't meet the minimum resolution requirements above, there are a number of software programs you can use to convert your video.

If you are submitting more than one video sample, you will upload each individually, in a separate file.

Additional Guidance for Digital images

You may either combine all of your images into a single PDF file or upload each image in a separate file. Image size should be consistent; medium to high resolution is recommended (e.g., 300 dpi). Do not submit PowerPoint or Word documents.

Additional Guidance for Documents (Literary Samples, Publications, Periodicals, Catalogues)

Leave a margin of at least one inch at the top, bottom, and sides of all pages. Use only 8.5 x 11 inch size pages. Do not reduce type below 12 point font size. Within each PDF, number pages sequentially; place numbers on the bottom right hand corner of each page. **Excess pages will be removed and not be reviewed.**

If you scan material, please follow the guidance below:

- Scan images at a resolution of 300 dpi. Resolutions over 300 dpi will result in unnecessarily large files.
- Experiment with the JPEG quality settings. Saving the document as a "medium quality" or "low quality" JPEG will reduce the file size, and is not likely to reduce readability.

When you have scanned the images, combine them into a single PDF file. **Do not submit a separate file for each scan.** Do not submit Word, PowerPoint, or Excel documents.

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Additional Guidance for Websites

Do not submit your organization's general website. Only submit a website that is an essential part of the project.

If you are including more than one website, list them all on a single PDF. For each site, list the URLs for pages to be shown; include any necessary information on required plug-ins, passwords, or navigation paths. Do not submit links to sites that require work samples to be downloaded (e.g., Dropbox).

NOTE: If you provide links to works samples -- audio samples, digital images, video samples, or documents – the same limits on uploaded work samples apply to those provided via links.

Tab 7: Organization & Project Info

The National Endowment for the Arts collects basic descriptive information about all applicants and their projects. The information that follows will help the NEA to comply with government reporting requirements, and will be used to develop statistical information about the organizations and projects it funds to report to Congress and the public. **Your responses will not be a factor in the review of your application.**

Applicant Organization Discipline: Select the primary discipline that is most relevant to your organization. This refers to the primary artistic emphasis of your organization. You will **choose one** from the following:

- Artist Community
- Arts Education Organization
- Dance
- Design
- Folk & Traditional
- Literature
- Local Arts Agency
- Media Arts
- Museums
- Music
- Musical Theater
- Opera
- Presenting & Multidisciplinary Work Organization
- Theater
- Visual Arts
- None of the Above

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You will also have the option of selecting two additional disciplines for your organization, though this is not required.

Applicant Organization Description: This section asks for the description that most accurately describes your organization. You will **choose one** from the following:

- Artists' Community, Arts Institute, or Camp
- Arts Center
- Arts Council / Agency
- Arts Service Organization
- College / University
- Community Service Organization
- Fair / Festival
- Foundation
- Gallery / Exhibition Space
- Government
- Historical Society / Commission
- Humanities Council / Agency
- Independent Press
- Library
- Literary Magazine
- Media-Film
- Media-Internet
- Media-Radio
- Media-Television
- Museum-Art
- Museum-Other
- Performance Facility
- Performing Group
- Presenter / Cultural Series Organization
- Religious Organization
- School District
- School of the Arts
- Social Service Organization
- Union / Professional Association
- None of the Above

You will also have the option of selecting two additional descriptions for your organization, though this is not required.

Project Activity Type: Select the option that best describes the type of project you are proposing:

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- **Apprenticeship/Mentorship**
- **Arts & Health** Includes projects that support the delivery of creative arts therapies in healthcare and non-healthcare settings. Also includes projects that place arts activities in healthcare settings, and/or that seek to improve service delivery by healthcare professionals.
- **Arts Instruction** Includes lessons, classes and other means to teach knowledge of and/or skills in the arts
- **Artwork Creation** Includes media arts, design projects, and commissions
- **Audience Services** (e.g., ticket subsidies)
- **Broadcasting** via TV, cable, radio, the Web, or other digital networks
- **Building Public Awareness** Activities designed to increase public understanding of the arts or to build public support for the arts
- **Building International Understanding** Includes activities that either bring international art and/or artists to the U.S. or bring American art and/or artists to other nations
- **Concert/Performance/Reading** Includes production development
- **Curriculum Development/Implementation** Includes design, implementation, distribution of instructional materials, methods, evaluation criteria, goals, objectives, etc.
- **Distribution of Art** (e.g., films, books, prints; do not include broadcasting)
- **Exhibition** Includes visual arts, media arts, design, and exhibition development
- **Fair/Festival**
- **Identification/Documentation** (e.g., for archival or educational purposes)
- **Marketing**
- **Presenting/Touring**
- **Professional Development/Training** Activities enhancing career advancement
- **Professional Support: Administrative** Includes consultant fees
- **Professional Support: Artistic** (e.g., artists' fees, payments for artistic services)
- **Publication** (e.g., books, journals, newsletters, manuals)
- **Recording/Filming/Taping** (e.g., to extend the audience for a performance through film/tape audio/video; do not include archival projects)
- **Repair/Restoration/Conservation**
- **Research/Planning** Includes program evaluation, strategic planning, and establishing partnerships
- **Residency - School** Artist activities in an educational setting
- **Residency - Other** Artist activities in a nonschool setting
- **Seminar/Conference**
- **Student Assessment** Includes measurement of student progress toward learning objectives. Not to be used for program evaluation.
- **Technical Assistance** with technical/administrative functions
- **Web Site/Internet Development** Includes the creation or expansion of Web sites, mobile and tablet applications, the development of digital art collections, interactive services delivered via the Internet, etc.
- **Writing About Art/Criticism**
- **None of the above**

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Additional Project Activity Type: Optionally, choose up to two additional types from the above list.

Audience/Participants/Communities

Race/Ethnicity: (Choose all that apply) U.S. federal government agencies must adhere to standards issued by the Office of Management and Budget (OMB) in October 1997, which specify that race and Hispanic origin (also known as ethnicity) are two separate and distinct concepts. These standards generally reflect a social definition of race and ethnicity recognized in this country, and they do not conform to any biological, anthropological, or genetic criteria. Origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's ancestors before their arrival in the United States.

- American Indian or Alaskan Native - A person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.
- Asian - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- Black or African American - A person having origins in any of the Black racial groups of Africa.
- Hispanic or Latino - People who identify their origin as Hispanic, Latino, or Spanish may be of any race.
- Native Hawaiian or Other Pacific Islander - A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- White - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Age Ranges: (Choose all that apply)

- Children/Youth (0-18 years)
- Young Adults (19-24 years)
- Adults (25-64 years)
- Older Adults (65+ years)

Underserved/Distinct Groups: (Choose all that apply)

- Individuals with Disabilities
- Individuals in Institutions (include people living in hospitals, hospices, nursing homes, assisted care facilities, correctional facilities, and homeless shelters)
- Individuals below the Poverty Line
- Individuals with Limited English Proficiency
- Military Veterans/Active Duty Personnel
- Title I Schools

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

- Youth at Risk
- Other underserved/distinct group

Submit Your Application

Be sure to click Save before clicking Submit. See “Help” on the menu bar at the top of the Applicant Portal for information on how the validation function works.

You must click Submit to finalize your application for NEA review. The Submit button is only visible when you are on the Organization and Project Info tab. If you do not hit the "Submit" button, your application will not be received.

Once you have submitted your application, you will NOT receive an email confirmation. You can confirm that your application was received when you log in to the Applicant Portal. On the screen it will say “Submitted” if your application has been received. If your application has not yet been received, it will say “In Progress.” You can maintain documentation of your successful submission by taking a screenshot.

You can continue to edit your application after you hit Submit up until the Applicant Portal closes.

Project Updates

If new information that significantly affects your application (including changes in artists or confirmed funding commitments) becomes available after your application is submitted, please send that information immediately to the specialist for the field/discipline of your project. Include your organization's name and application number on any such submission.

RESOLUTION NO.: _____ - 2019

OF

JANUARY 28, 2019

**A RESOLUTION AUTHORIZING
AN AGREEMENT WITH BEST RESOURCE CENTER, INC.
TO PROVIDE WORKFORCE DEVELOPMENT EMPLOYMENT OPPORTUNITIES
FOR CITY YOUTH IN THE DEPARTMENT OF PUBLIC WORKS
AND WATER DEPARTMENT FROM JANUARY 1, 2019 TO JUNE 30, 2019**

WHEREAS, Best Resource Center, Inc. has been awarded a County of Orange Workforce Development Grant to provide work opportunities for City of Newburgh youth ages 18 to 24; and

WHEREAS, the City of Newburgh has expressed an interest in accepting individuals for employment opportunities in the Department of Public Works and the Water Department; and

WHEREAS, this Council finds that entering into an agreement with Best Resource Center, Inc. for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute an agreement and other necessary documents with Best Resource Center in order to provide employment opportunities for City of Newburgh youth ages 18 to 24 in connection with a County of Orange Workforce Development Grant for the period January 1, 2019 to June 30, 2019.

LETTER OF AGREEMENT
BETWEEN
BEST RESOURCE CENTER, INC.
49 GRAND STREET
AND
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

Best Resource Center, Inc. and The City of Newburgh will combine their resources to provide summer employment opportunities for City of Newburgh youth aged 18 to 24 funded through an Orange County Workforce Development Grant. The program will begin on or about _____, 2019 and will terminate, under the Grant, on or before June 30, 2019.

Best Resources will:

1. Provide City of Newburgh residents between the ages of 18 and 24 capable of performing outside work;
2. Monitor the participants at the worksite;
3. Pay the compensation to the participants and maintain all earnings and taxes records as required; and
4. Maintain workers compensation coverage for the participants;

The City of Newburgh will:

1. Provide jobs for the participants; and
2. Maintain sign-in sheets or other attendance records for the participants

Best Resources and the City of Newburgh will:

1. Comply with the terms of the County of Orange Workforce Development grant;
2. Comply with all Federal and New York State laws, rules and regulations applicable to the Program described in this Agreement.
3. No participants shall be considered employees of the City of Newburgh for the purposes of the Program described in this Agreement.

Vera Best
Best Resource Center, Inc.

Joseph P. Donat
Interim City Manager
Per Res. No.

ORDINANCE NO.: _____ - 2019

OF

JANUARY 28, 2019

AN ORDINANCE AMENDING CHAPTER 71 OF THE CODE OF ORDINANCES TO
RENAME THE “TRANSPORTATION, TRAFFIC AND PARKING ADVISORY
COMMITTEE” AS THE “TRANSPORATION ADVISORY COMMITTEE”

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 71, entitled “Parking and Traffic Advisory Committee” be and is hereby re-titled and amended to read as follows:

SECTION 1. Chapter 71. ~~PARKING AND TRAFFIC~~ TRANSPORTATION ADVISORY
COMMITTEE

§ 71-1. Formation; purpose.

- A. A Transportation, ~~Traffic and Parking~~ Advisory Committee is hereby formed. The purpose of the Committee is to advise the City Council on parking and transportation related matters as well as to guide and review the preparation of transportation and parking plans and programs.
- B. Among the functions and duties of the Transportation, ~~Traffic and Parking~~ Advisory Committee shall be to evaluate and make recommendations on various issues including but not limited to parking, traffic and transportation, including alternative transportation modes such as pedestrian and bicycling.
- C. The committee shall develop and/or review needs assessments, transportation planning and policies, studies and projects, as well as ensure that parking, traffic and transportation goals and objectives developed in the 40 year sustainable master plan are met.

§ 71-2. Membership.

Members are appointed by the City Council for two year renewable terms. The Committee shall consist of nine (9) members, comprised as follows:

- 1. Up to six (6) residents of the City of Newburgh on the basis of their knowledge or interest in transportation and/or parking.
- 2. One (1) representative of an agency or organization which represents and/or advocates for persons with disabilities;

~~Strikethrough~~ denotes deletions

Underlining denotes additions

3. Two (2) City employees who are staff members of the City departments of engineering, economic and community development and/or public works.

SECTION 3. This Ordinance shall take effect immediately.

Parking & Advisory Traffic Committee
City of Newburgh
123 Grand Street, Newburgh, NY 12550
Phone: (845) 569-7366
Email: transportation@cityofnewburgh-ny.gov
Committee Advisors and Government Contacts:
Ali Church, Anthony Grice, Chad Wade

Committee Chair:
Gabe Berlin

Committee Members:
Kippy Boyle, John Harper,
Naomi Hersson-Ringskog, Hannah Walsh

16 January 2019

To whom it may concern,

Good transportation design and planning is a fundamental aspect of improving the quality of life for residents and businesses. In today's cities, municipalities are embracing all forms of transportation including pedestrian, bicycling, bus, ferry, and more.

As the recently-revived Parking and Traffic Advisory Committee, we seek to improve Newburgh's multi-modal transportation network to be more equitable, environmental, and effective. We also seek to inform the public on transportation planning best practices and concepts as well as effectively communicate to the city government and city council the concerns and needs of residents.

To reflect these goals and scope, we would like to formally request that the name of the committee be changed in the City Charter to read the "**Transportation Advisory Committee**" of the City of Newburgh.

Please let us know if we can provide any other information or if you have any questions.

Sincerely,
Gabriel Berlin, Committee Chair
Kippy Boyle
John Harper
Naomi Hersson-Ringskog
Hannah Walsh

Cc: Ali Church
Chad Wade

2018 City-Owned Property Sales

Property Address	S-B-L	Number of Properties	Purchaser	Purchaser Address	Purchase Price	Closing Date	Resolution Number	Resolution Expiration Date	2018 City Taxes	Vacant or Occupied at time of sale	Proposed Use or occupancy	2018-19 School Taxes	Year Acquired	C.O., C. of C., or Release Issued	18-Month Expiration Date
233 First Street	29-4-4	1	George Reithoffer	New York, NY	\$4,000	6/11/2018	67-2017	6/12/2018**	\$607	Vacant	Owner	\$872	10/2012		12/11/2019
44 Johnes St, Unit 110-J	58-1-1.-10	1	Lawrence Carol	Merriam, KS	\$35,000	2/21/2018	282-2017	3/12/2018**	\$1,326	Tenant	Owner	\$1,146	10/2013	Occupied	8/21/2019
246 Grand Street	12-2-21	1	Charles Ortiz	Newburgh, NY	\$80,000	7/17/2018	284-2017	7/31/2018**	\$3,354	Vacant	Tenant & Relative	\$4,821	03/2016		1/17/2020
85 & 87 William Street	39-2-20 & 21	2	B. Alvin Moonesar	Brooklyn, NY	\$21,500	1/26/2018	301-2017	1/26/2018	\$1,037	Vacant	Tenant	\$1,444	04/2017 03/2016		7/26/2019
110 Johnston Street	18-10-11	1	Juan Galaviz	Newburgh, NY	\$25,000	2/1/2018	317-2017	2/16/2018	\$631	Vacant	Owner & Tenants	\$880	04/2017	Res. Rep. issued 8/2018	8/1/2019
120 West Parmenter	38-2-42	2	Aamir	Peekskill, NY	\$23,830	1/5/2018	318-2017	2/16/2018	\$1,174	Vacant	Tenants	\$1,634	02/2015 03/2016	Res.Rehab 5/2018 (15 Seq.)	7/5/2019
15 Sequestered	7-1-14		Mumtaz												
7 Locust Street	25-5-18	1	Jimmy Mera	Newburgh, NY	\$25,000	2/26/2018	330-2107	3/2/2018	\$1,385	Vacant	Owner	\$1,949	04/2017	Final C of C issued 4/2018/ Occupied	
146 Third Street	18-10-7	1	Dmitry Pavlov	Newburgh, NY	\$8,000	2/15/2018	347-2017	3/16/2018	\$607	Vacant	Owner	\$845	04/2017	Res Rep 7/2018; Plumb 10/2018	8/15/2019
76 West Street	20-1-53	1	Gerard & Mary Beth	New Windsor, NY	\$5,000	2/28/2018	348-2017	3/16/2018	\$927	Vacant	Tenants	\$1,291	04/2017	Release issued 9/2018	
93 Hasbrouck Street	38-5-7	1	Jaskaran Sawhney &	Highland Mills, NY	\$56,000	3/5/2018	349-2017	3/16/2018	\$1,705	Vacant	Tenants	\$2,373	04/2017		9/5/2019
182 & 184 Renwick Street	45-15-10&11	2	William McCartney	Newburgh, NY	\$60,000	4/5/2018	21-2018	4/27/2018	\$1,806	Vacant	Tenants	\$1,670	10/2013 10/2012	Res. Rep issued 9/2018 for both	10/5/2019
420 First Street	21-1-22	1	William McCartney	Newburgh, NY	\$20,000	4/5/2018	22-2018	4/27/2018	\$724	Vacant	Tenants	\$1,012	04/2017	Fnl Plumb & elec passed 11/2018	10/5/2019
101 Carter Street	22-6-3.2	1	Liban Adde	Newburgh, NY	\$31,000	3/2/2018	23-2018	4/27/2018	\$1,301	Vacant	Tenants	\$1,818	04/2017	Elec. Permit issued 3/2018	9/2/2019
373 Third Street	21-1-4	1	Lorenzetti & Adams	Brooklyn, NY	\$32,640	4/20/2018	34-2018	5/18/2018	\$1,596	Vacant	Owner	\$2,231	04/2017		10/20/2019
2 Lincoln Terrace	21-5-6	1	Murphy & Delaney	Brooklyn, NY	\$25,600	5/15/2018	35-2018	5/18/2018	\$857	Vacant	Owner	\$1,197	04/2017	Res. Rep issued 6/2018	11/15/2019
103 & 105 William Street	45-1-13 & 12	2	B. Alvin Moonesar	Brooklyn, NY	\$12,500	4/23/2018	36-2018	5/18/2018	\$925	Vacant	Tenants	\$1,293	03/2016 10/2012		10/23/2019
35 Grove Street	26-6-14.1	1	Mitchell Mejia	Newburgh, NY	\$32,150	4/12/2018	37-2018	5/18/2018	\$1,258	Vacant	Tenants	\$1,758	04/2017		10/12/2019
123 Little Britain Road	32-3-2	1	Miguel Rosario	Newburgh, NY	\$11,780	4/20/2018	38-2018	5/18/2018	\$1,157	Vacant	Tenants	\$1,610	04/2017	Res. Rep issued 9/2018	10/20/2019
235 Carpenter Avenue	7-8-13	1	Arbia Swindell	Yonkers, NY	\$32,000	10/31/2018	39-2018	10/31/2018**	\$3,147	Vacant	Owner	\$4,399	04/2017		4/30/2020
376 Liberty St Rear	10-1-34	1	Edouard Pierre	Newburgh, NY	\$16,250	10/12/2018	61-2018	10/31/2018**	\$675	Vacant	Owner	\$943	04/2017		4/12/2020
44 Johnes St, Unit 103-J	58-1-1.-3	1	Nicole Blair	Middletown, NY	\$33,000	8/23/2018	74-2018	8/28/2018**	\$1,213	Vacant	Owner	\$1,698	02/2015	Occupied	2/23/2020
53 Benkard Avenue	45-13-3	1	Amber France	St. Albans, NY	\$43,000	6/22/2018	75-2018	6/29/2018	\$495	Vacant	Tenant	\$692	04/2017	Res.Rep 7/2018; rough plumb elec passed	12/22/2019
221 Third Street	22-2-11	1	Dena Shottenkirk	Brooklyn, NY	\$3,060	6/4/2018	76-2018	6/29/2018	\$299	Vacant	Owner	\$418	10/2012		12/4/2019

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173 Fullerton Avenue	15-5-3	1	Odai Sookramnauth	Uniondale, NY	\$25,000	4/23/2018	77-2018	6/29/2018	\$1,712	Vacant	Owner	\$2,392	04/2017	Res. Rep issued 5/2018	10/23/2019
79 William Street	39-2-23	1	B. Alvin Moonesar	Brooklyn, NY	\$17,000	4/23/2018	88-2018	7/13/2018	\$1,053	Vacant	Tenants	\$1,091	03/2018		10/23/2019
48 Larter Avenue	26-2-18	1	Vickiana DeMora	Newburgh, NY	\$40,000	5/3/2018	97-2018	7/27/2018	\$1,976	Vacant	Owner	\$2,761	04/2017		11/3/2019
47 Lander Street	30-4-1	1	Robert Fontaine	Newburgh, NY	\$42,000	7/26/2018	98-2018	7/27/2018	\$2,249	Vacant	Tenants	\$2,329	03/2016	Res. Rep. issued 8/2018	1/26/2020
288 Ann Street	35-1-19	1	Gurvinder Singh	Newburgh, NY	\$50,000	6/25/2018	120-2018	8/24/2018	\$1,439	Vacant	Tenants	\$2,012	04/2017	Res. Rep issued 7/208	12/25/2019
31 Benkard Avenue	45-5-1	1	Martin Estrella	Monroe, NY	\$30,000	6/20/2018	121-2018	8/24/2018	\$1,012	Vacant	Tenants	\$1,047	02/2015	ARC & Zoning boards	12/20/2019
48 & 50 City Terrace	29-5-28 & 39	2	Joseph Ariano	Campbell Hall, NY	\$44,000	8/20/2018	123-2018	8/24/2018	\$767	Vacant	Tenants	\$1,072	03/2016 04/2017		2/20/2020
260 First Street	22-5-33	1	David Forbes	Woodmere, NY	\$1,000	10/15/2018	124-2018	10/23/2018**	\$798	Vacant	Tenants	\$1,115	04/2017		4/15/2020
71 Hasbrouck Street	38-4-2	1	B. Alvin Moonesar	Newburgh, NY	\$6,000	8/22/2018	125-2018	8/24/2018	\$601	Vacant	Tenants	\$839	04/2017		2/22/2020
221 City Terrace	17-7-10	1	Jose Guadron	Congers, NY	\$10,000	8/22/2018	145-2018	9/14/2018	\$994	Vacant	Owner	\$1,383	04/2017	Res. Rep issued 10/2018	2/22/2020
380 Liberty Street	10-1-36	1	Luis Gualpa	Elmhurst, NY	\$31,600	9/21/2018	169-2018	10/12/2018	\$878	Vacant	Owner	\$1,228	04/2017	Informational 10/2018	3/21/2020
93 Carpenter Avenue	22-1-19	1	Liban Adde	Newburgh, NY	\$10,700	8/22/2018	170-2018	10/12/2018	\$419	Vacant	Tenants	\$585	03/2016		2/22/2020
89 West Van Ness Street	26-5-5	1	Santos & Torres	Newburgh, NY	\$20,000	11/14/2018	207-2018	11/16/2018	\$761	Vacant	Owner	\$1,064	4/2017		5/14/2020
112 Johnston Street	18-10-12	1	Hiltner	Brooklyn, NY	\$7,500	9/19/2018	209-2018	11/16/2018	\$976	Vacant	Tenant or Owner	\$1,364	6/2012	Res. Rehab applied 10/2018	3/19/2020
81 Henry Avenue	48-9-7	1	Erazo	Bridgeport, CT	\$52,000	11/8/2018	272-2018	12/28/2018	\$2,038	Vacant	Owner	\$2,848	10/2012		5/7/2020
71 Liberty Street WH	48-10-13	1	Hernandez	Newburgh, NY	\$115,000	11/26/2018	273-2018	12/28/2018	\$2,265	Vacant	Owner	\$3,165	04/2017		
80 Prospect Street	21-4-9	1	Mendez	Newburgh, NY	\$65,000	11/8/2018	274-2018	12/28/2018	\$1,318	Vacant	Owner	\$1,843	04/2017		5/7/2020
42 Concord Street	29-2-26	1	Ramirez Flores	Newburgh, NY	\$40,000	11/8/2018	275-2018	12/28/2018	\$1,377	Vacant	Owner	\$1,925	04/2017		5/7/2020
25 Gidney Avenue	11-3-2.2	1	Highleyman	New York, NY	\$30,800	12/12/2018	290-2018	1/11/2019	\$900	Vacant	Owner	\$1,053	04/2017		6/12/2020
51 Courtney Avenue	48-11-10	1	Lee	Cold Spring, NY	\$49,900	12/13/2018	302-2018	1/25/2019	\$2,797	Vacant	Tenants	\$3,273	2/2015		6/13/2020
379 First Street	28-1-16	1	Almazan	New Windsor, NY	\$65,000	12/27/2018	329-2018	2/15/2019	\$1,248	Vacant	Re-sell to Owner Occ	\$1,745	4/2017		6/27/2020
Total		49			\$1,388,810				\$51,739			\$69,110			

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								** - Extension							
							* - requesting an extension								