



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
March 21, 2019
6:00 PM

Council Meeting Presentations

1. Executive Session

Proposed, pending or current litigation

Matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

Litigación propuesta, pendiente o actual

Temas llevando al nombramiento, empleo, ascenso, descenso, disciplina, suspensión, despido o eliminación de una persona en particular o corporación.

2. Presentation of a City of Newburgh Award to Water Department Employee John Hess for 50 years of service

(Joseph P. Donat)

Una presentación de un premio de la Ciudad de Newburgh a John Hess del Departamento de Acueductos por 50 años de servicio. (Joseph P. Donat)

Work Session Presentations

3. Presentation by County Legislator Kevindaryan Lujan

Banning of Plastic Bags
(As per Councilman Grice)

Una presentación por el Legislador del Condado Kevindaryan Lujan – Prohibición de Bolsas Plásticas (Conforme al Concejal Grice)

4. Presentation by Mr. Earl Miller and Bob Besdanský regarding the YMCA

(As per Councilwoman Ramona Monteverde)

Una presentación por el Sr. Earl Miller y Bob Besdanský sobre el YMCA (Conforme la Concejal Ramona Monteverde)

Engineering/Ingeniería

5. Rehabilitation of Washington Lake Intake Gatehouse SEQRA Designation

Resolution of the City Council of the City of Newburgh assuming lead agency

status under State Environmental Quality Review Act for the Washington Lake Intake Gatehouse Rehabilitation Project, declaring the Project to be a TYPE II Action, finding no significant adverse impact on the environment and authorizing the Interim City Manager to execute all SEQRA documents. (Jason Morris)

Una resolución del Ayuntamiento de la Ciudad de Newburgh asumiendo el estatus como agencia principal bajo la Ley Estatal de Revisión de Calidad Ambiental para el Proyecto de Rehabilitación de la Casa de Guarda del Lago Washington, declarando el Proyecto como una Acción TIPO II, encontrando ningún impacto adverso significativo en el medioambiente y autorizando al Gerente Interino de la Ciudad para ejecutar todos los documentos de SEQRA. (Jason Morris)

6. Award of Bid to Doyle Contracting for Rehabilitation of Washington Lake Intake Gatehouse

Resolution authorizing the award of a bid and the execution of a contract with Doyle Contracting, Inc. for the construction of the Washington Lake Intake Gatehouse Rehabilitation Project in a lump sum project cost of \$365,700.00 with an additional add alternate no. 1 in an amount of \$54,000.00. (Jason Morris)

Finance/Finanza

7. PILOT Agreement, RUPCO/Newburgh Progress

Resolution authorizing an exemption of taxes pursuant to Public Housing Finance Law Section 577 and authorizing the Interim City Manager to execute an Agreement for Payment in lieu of Taxes by and among the City of Newburgh, [Newburgh Progress] Limited Partnership, and [Newburgh Progress] Housing Development Fund Company, Inc. (Michelle Kelson)

Planning and Economic Development/Planificación y Desarrollo Económico

8. Purchase of 17 William Street

Resolution to authorize the conveyance of real property known as 17 William Street (Section 36, Block 6, Lot 10) at private sale to Scott Raffaele for the amount of \$52,000.00. (Ali Church)

9. Purchase of 35 Oak Street

Resolution to authorize the conveyance of real property known as 35 Oak Street (Section 25, Block 2, Lot 5) at private sale to Pedro Hinostrero for the amount of \$60,000.00. (Ali Church)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

10. Summer Youth Employment

Resolution authorizing the Interim City Manager to enter into an agreement with the County of Orange for the Summer Youth Employment and Training Program to provide young people to with for the City of Newburgh for the summer of 2019. (Ali Church)

11. DCJS GIVE Grant

Resolution authorizing the Interim City Manager to apply for and accept if awarded a grant from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership to enhance law enforcement in the City of Newburgh to achieve sustained, long-term crime reduction in an amount not to exceed \$430,000.00 with no City match for the period July 1, 2019 to June 30, 2020. (Chief Solomon)

12. Non-Fatal Shooting Initiative

Resolution authorizing the Interim City Manager to accept a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$152,592.00 to fund a City of Newburgh Police Detective in support of the Non-Fatal Shootings Initiative Program. (Chief Solomon)

13. Endeavor Municipal Development, Inc.

Resolution authorizing three agreements with Endeavor Municipal Development, Inc. for grant consulting services in an amount not to exceed \$24,000.00 per agreement for a 12 month period. (Joseph Donat)

Fire Department / Departamento de Bomberos

14. Fire Department Surplus Equipment

Resolution declaring City of Newburgh Fire Department VHF radio equipment as surplus and authorizing disposition pursuant to the City of Newburgh's Surplus Property Disposition Policy and Procedure.

Resolutions of Support/ Resoluciones de Apoyo

15. NECSD/Habitat Student Art Project

Resolution of the City Council of the City of Newburgh supporting an art project of the Newburgh Enlarged City School District in collaboration with Habitat for Humanity of Greater Newburgh. (As per Councilman Anthony Grice)

16. Lead service line replacement

Resolution of the City Council of the City of Newburgh supporting additional funding for lead service line replacement.

17. Newburgh Water Infrastructure Structure

Resolution of the City Council of the City of Newburgh supporting water infrastructure funding.

Local Laws/Leys Locales

18. Municipal Identification Card Program

Resolution scheduling a public hearing for April 8, 2019 to hear public comment concerning a Local Law enacting Chapter 60 entitled "Municipal Identification Card Program" of the Code of Ordinance of the City of Newburgh. (As per City Council)

Discussion Items/Temas de Discusión

19. IDA Appointments

Resolution appointing Christina E. Amato, Sarah Beckham Hooff and Michael Kelly to fill vacancies on the Board of Directors of the City of Newburgh Industrial Development Agency. (Michelle Kelson)

20. Board of Ethics appointment

Resolution appointing a member to the City of Newburgh Board of Ethics

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING
LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT
FOR THE WASHINGTON LAKE INTAKE GATEHOUSE REHABILITATION PROJECT,
DECLARING THE PROJECT TO BE A TYPE II ACTION,
FINDING NO SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT AND
AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE ALL SEQRA DOCUMENTS**

WHEREAS, by Resolution No. 336-2017 of December 11, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with Weston & Sampson, PE, LS, LA, PC, for professional engineering services in connection with the Washington Lake Intake Gatehouse Rehabilitation Project; and

WHEREAS, the City of Newburgh proposes to undertake the Washington Lake Intake Gatehouse Rehabilitation Project (the "Project") which will include the demolition and reconstruction of a weather resistant roof system, replacement of windows, electrical upgrades, painting and repointing of the brick; and

WHEREAS, the City desires to comply with the New York State Environmental Quality Review Act ("SEQRA") and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the Project; and

WHEREAS, under Section 617.5(c)(1), maintenance or repair involving no substantial changes in an existing facility and under Section 617.5(c)(2), the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes, the proposed rehabilitation and repair of the Washington Lake Intake Gatehouse is considered within the type of activities defined as a Type II Action, and therefore, the Project is classified as a categorical exclusion to SEQRA;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York the Project constitutes a "Type II", as the quoted term is defined in the SEQRA Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and hereby is authorized to sign and file any/all other documents that may be necessary in connection with this SEQRA classification for the Project.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

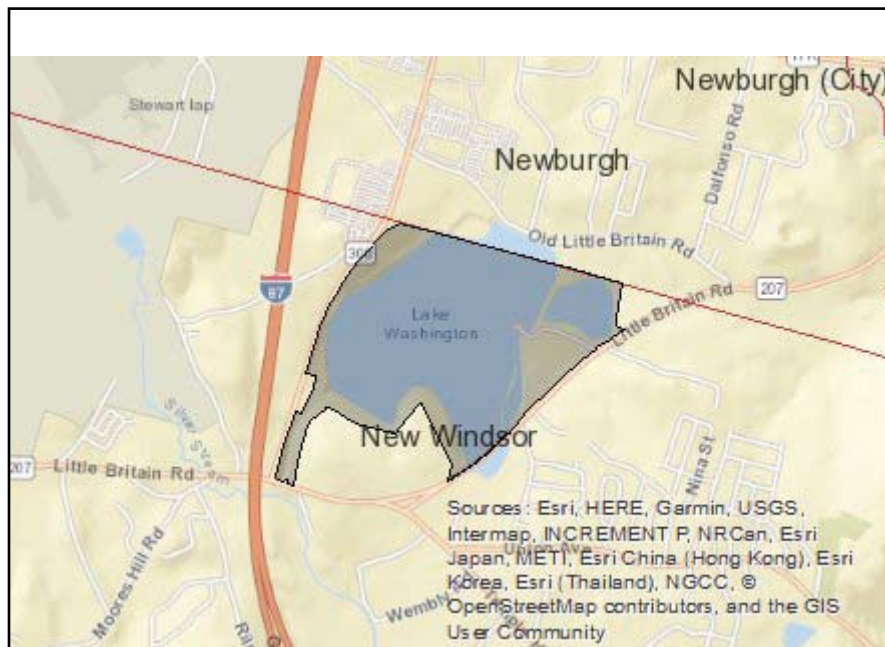
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Rehabilitation of the Washington Lake Intake Gatehouse			
Project Location (describe, and attach a location map): Washington Lake, latitude 41°29'28.7"N and longitude 74°03'41.9"W			
Brief Description of Proposed Action: Demolish the existing roof, including but not limited to shingles, plywood and shiplap roof deck, rafters, collar ties, double top plate, windows, doors, lifting beams and paint. Prepare structure as required to construct new roof structure, roof deck, vented soffits and eaves, new standing seam roof and fascia to form a weather resistant roof system, windows, doors, power gantry crane hoist system with structural support frame, interior and exterior light fixtures, conduit, raceways and conductors, breakers and miscellaneous fasteners, pointing of interior walls, wall and floor preparation, paint interior walls and floors, complete.			
Name of Applicant or Sponsor: City of Newburgh		Telephone: (845) 569-7447 E-Mail: jmorris@cityofnewburgh-ny.gov	
Address: 83 Broadway			
City/PO: Newburgh		State: New York	Zip Code: 12550
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of New Windsor Building Permit		NO ☐	YES ☒
3. a. Total acreage of the site of the proposed action?		255 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		336.8 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☒ Rural (non-agriculture) ☒ Industrial ☒ Commercial ☒ Residential (suburban) ☒ Forest ☐ Agriculture ☒ Aquatic ☒ Other(Specify): Water Supply Properties ☒ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☒
b. Consistent with the adopted comprehensive plan?	☐	☐	☒
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☒	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☒	YES ☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>The proposed action is reahabilitation of the intake house for the City of Newburgh Water Treatment Facility. No heated and occupied structures are proposed.</u>	NO ☐	YES ☒	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ The proposed action is reahabilitation of the intake house for the City of Newburgh Water Treatment Facility. This intake gatehouse facilitates the transmission of raw water for treatment and disinfection. No potable sources of water are necessary or required as part of this project.	NO ☒	YES ☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ The proposed action is reahabilitation of the raw water intake gatehouse for the City of Newburgh Water Treatment Facility. No wastewater utilities exists are required.	NO ☒	YES ☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO ☒	YES ☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO ☐	YES ☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ None. _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☒ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☒ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Upland Sandpiper, Indiana Bat	NO	YES
	☐	☒
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	NO	YES
	☒	☐
	☒	☐
	☒	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: The project involves the rehabilitation of a raw water intake gatehouse that is associated with an existing intermediate hazard dam that impounds source water for the City of Newburgh.	NO	YES
	☐	☒
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: Washington Lake has been contaminated with PFAS from an upstream airport. The NYSDEC, DOD, ANG and other agencies are in the process of investigating and remediating this contamination.	NO	YES
	☐	☒
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Joseph P. Donat</u> Date: <u>March 21, 2019</u> Signature: _____ Title: <u>Interim City Manager</u>		



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Upland Sandpiper, Indiana Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Project: Washington Lake Intake Gatehouse

Date: March 13, 2019

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Newburgh City Council

March 21, 2019

Name of Lead Agency

Date

Joseph P. Donat

Interim City Manager

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

SEQRA Classification

Under the State Environmental Quality Review Act (SEQRA), certain activities involving property acquisition, construction, and rehabilitation are categorized into various levels of review depending on the type of actions proposed. According to 6 NYCRR Part 617.5(a), Type II actions have been determined not to have a significant impact on the environment and are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. These Type II actions are detailed in 6 NYCRR Part 617.5, but in general they include the following representative activities:

617.5(c)(1): “Maintenance or repair involving no substantial changes in an existing structure or facility;”

617.5(c)(2): “Replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;”

The Washington Lake Intake Gatehouse Rehabilitation Project involves the rehabilitation and repair of an intake structure with replacement of windows, roofing, electrical upgrades, painting and repointing of the brick.

The City of Newburgh has determined that the Project will not exceed any of the Type I thresholds in 6 NYCRR Part 617.4, and that project activities will not have significant adverse impacts on the environment. The Project activities generally fall within the types of activities considered Type II actions, as summarized above. Therefore, the Washington Lake Intake Gatehouse Rehabilitation Project will not require further environmental review under SEQRA.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH DOYLE CONTRACTING, INC. FOR THE CONSTRUCTION OF
THE WASHINGTON LAKE INTAKE GATEHOUSE REHABILITATION PROJECT
IN A LUMP SUM PROJECT COST OF \$365,700.00
WITH AN ADDITIONAL ADD ALTERNATE NO. 1 IN AN AMOUNT OF \$54,000.00**

WHEREAS, by Resolution No. 182-2015 of July 13, 2015, the City Council of the City of Newburgh approved the 2015 Capital Plan as proposed and further authorized the City Manager and the City Comptroller to take appropriate action to secure financing and to implement the 2015 Capital Plan; and

WHEREAS, by Resolution No. 38-2016 of February 22, 2016, the City Council of the City of Newburgh approved the financing of Water System Improvements including the Washington Lake Intake Gatehouse Rehabilitation Project (the "Project"); and

WHEREAS, by Resolution No. 336-2017 of December 11, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with Weston & Sampson, PE, LS, LA, PC, for professional engineering services in connection with the Washington Lake Intake Gatehouse Rehabilitation Project; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Washington Lake Intake Gatehouse Rehabilitation Project; and

WHEREAS, bids have been duly received and opened and Doyle Contracting, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from HF1.8320.0200.8113.2016;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Washington Lake Intake Gatehouse Rehabilitation Project be and it hereby is awarded to Doyle Contracting, Inc. for a lump sum project cost of \$365,700.00 with an additional Add Alternate No. 1 in an amount of \$54,000.00 for a total Project cost of \$419,700.00, and that the Interim City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

UNOFFICIAL LOW-BID TABULATION

CITY OF NEWBURGH, NY

PROJECT NAME: Bid #9.19 - Rehabilitation of Washington Lake Intake Gatehouse BID OPENING: Friday, March 8, 2019 at 11:00 a.m., (local time)

Bid Opening: Began at 11:02 a.m. and closed at 11:19 a.m.

Present: Todd Venning, City Comptroller; Chad Wade, Assistant City Engineer; Elizabeth Garrison, Administrative Assistant to City Engineer; Heli Shah, Junior Accountant

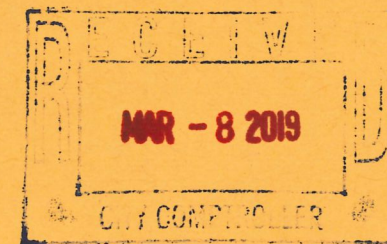
Contractors: Lester (Doyle Contracting), John (OCS Industries)

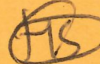
	Bidder Name	Time Stamped	Sealed & Clearly Marked	Original and Copy	Bid Form (Signed in Blue Ink)	Adenda No. 1 Acknowledged by Bidder	Resolution of Board of Directors	Form of Security	Bidder's Qualifications	Affidavit of WC	Apprenticeship Certification Form	Non-Coll. Bidding Affidavit	Iranian Energy Sector Div.	Lump Sum Base Bid	Add Alternate No. 1
1	Doyle Contracting	3/8/19 10:37a	✓	✓	✓	✓	✓	Bond on City form ✓	✓	✓	✓	✓	✓	305,700 ⁰⁰	54,000 ⁰⁰
2	OCS Industries	3/8/19 10:16a	✓	✓	✓	✓	✓	Bond on City form ✓	✓	✓	✓	✓	✓	478,000 ⁰⁰	65,000 ⁰⁰
3	Profex Inc	3/8/19 8:39a	✓	✓	Incomplete Not Signed	X	✓	Bond on City form ✓	Not on City form	✓	X	✓	✓	401,000 ⁰⁰	74,000 ⁰⁰
4															
5															
6															

DOYLE CONTRACTING
210 GILBERT AVE
PINE RIVER, NY 10965

CITY OF NEWBURGH
ATTN: CITY COMPTROLLER
83 BROADWAY, 4TH FL
NEWBURGH, NY 12550

BID ENCLOSED:
REHAB OF WASHINGTON LAKE GATEHOUSE
BID DATE 3/8/19 @ 11^{AM}



10:37am 
Lester Ortega

Lester Ortega

SECTION 00 41 13

BID FORM

DOYLE CONTRACTING, INC.

Project Identification: Rehabilitation of the Washington Lake Intake Gatehouse

Contract Identification And Number: Bid No. 9.19

Submitted To: City of Newburgh
83 Broadway - 4th Floor, Newburgh, NY 12550
Attn: City Comptroller

- 1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2 BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
- 3 In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Notice to Bidders, Bid Documents, and the following Addenda receipt of all which is hereby acknowledged:

List Addenda by Addendum Number and Date:

Addn # 1, 2 / 28 / 19

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
- c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations,

investigations, explorations, tests, studies, and data with the Contract Documents.

- g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- i. Any other representation required by Laws and Regulations.

- 4 BIDDER will complete the Work associated with "Rehabilitation of the Washington Lake Intake Gatehouse" in accordance with the Contract Documents for the following price(s). **Do not include any costs associated with Add Alternate No. 1 with the Lump Sum Base Bid Price.** DOYLE CONTRACTING, INC.

LUMP SUM BASE BID PRICE:

THREE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED \$ 365,700.⁰⁰
Text DOLLARS Numerical

The following items shall **not** be included as part of the above Lump Sum Base Bid Price. The intent of the project is to construct the entire plan set should the submitted bids meet budget numbers. The following price is being requested in order to determine if the work that can be completed at this time.

ADD ALTERNATE NO. 1: Crane System

FIFTY-FOUR THOUSAND DOLLARS \$ 54,000.⁰⁰
Text Numerical

All specific cash allowances are included in price(s) set forth above and have been computed in accordance with paragraph 11.8 of the General Conditions.

- 5 BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
- 6 The following documents are attached to and made a condition of this Bid:
- a. Resolution of Board of Directors
 - b. Non-Collusion Bidding Affidavit
 - c. Required Bid Security in the form of Bid Bond or certified bank check
 - d. Required BIDDER's Qualification Statement with supporting data
 - e. Affidavit of Worker's Compensation
 - f. Iranian Energy Sector Divestment
 - g. Apprenticeship Certification Form

- 7 Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

DOYLE CONTRACTING, INC.
210 GILBERT AVE
PEARL RIVER, NY 10965

- 8 Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in

the General Conditions or Instructions.

SUBMITTED on: MARCH 8 2019
Month Day Year

State Contractor License No.: 13-4102391 (FIN)

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If BIDDER is:

An Individual

By: _____
Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____
Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: DOYLE CONTRACTING, INC.
Corporation Name

Seal

State of Incorporation: NEW YORK

Authorized Signatory: Ed Doyle Title: PRESIDENT

Attestation: EDWARD DOYLE (HOLDS ALL OFFICES)
Secretary

Seal

Business Address: 210 GILBERT AVE PEARL RIVER NY 10965

Phone Number: (845) 304-7450

Date qualified to do business: 1999

A Joint Venture

By: _____
Individual's Name

Seal

Address: _____

By: _____
Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

This page has been intentionally left blank.

CERTIFIED COPY OF RESOLUTION

OF

BOARD OF DIRECTORS OF

DOYLE CONTRACTING, INC.

Name of Corporation

Resolved that EDWARD DOYLE, PRESIDENT

Authorized Signatory

Title

of DOYLE CONTRACTING, INC. Authorized to sign and submit the Bid of the Corporation for

Name of Corporation

the following project: WASHINGTON LAKE GATE HOUSE REHAB

and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

DOYLE CONTRACTING, INC.

Name of Corporation

At a meeting of its Board of Directors held on the 7TH day of MARCH 20 19

By: [Signature] Title: PRESIDENT

Seal

This form must be completed if the Bidder is a Corporation

CITY OF NEWBURGH

Office of the Engineer

83 Broadway, Newburgh, New York 12550
(845) 569-7447

Notice to Bidders

Addendum No. 1

Rehabilitation of the Washington Lake Intake Gatehouse Bid No. 9.19

Dated: Thursday, February 28, 2019

This Addendum consists of a total of two (2) pages.

By issuance of this Addendum, Prospective Bidders are advised of any and all revisions, additions and/or deletions to the Contract Documents. Addendum No. 1 is being issued in response to questions raised during the Mandatory Pre-Bid Meeting held at 10:00 a.m. (local time), on Wednesday, February 20, 2019 at the project site, and in response to questions received electronically on or before the submission deadline of 12:00 p.m., Tuesday, February 26, 2019. The *numbered italicized* text below indicates a paraphrased version of the question posed, and the immediate underlying text is the City's response, which shall be considered.

1. *There is a reference in the specifications to pressure preservative treatment but no notes specifying treatment on the drawings. Please advise on the required type of lumber to be used.*

Only the two (2) 2"x12" Top Plates on the existing masonry wall are required to be "pressure treated" lumber.

2. *The industry standard for maximum moisture content for truss lumber at time of dressing is 19%. This is an exception to what is noted in the specifications. Please advise if this will be acceptable.*

This is acceptable.

3. *Per the specifications, the truss connector plates are to be 18 gauge thickness and G125 coating. Will a minimum 20 gauge plate with a G60 galvanized coating be acceptable?*

No, truss connector plates shall be as specified.

4. *Can you let us know if the existing electrical is single phase or three phase. This will effect the cost of the crane system.*

The existing electrical service in the Gatehouse is 100 amp single phase, 120/240 volt.

5. *Could you please send a plan holders list with the addendum?*

The Plan Holders List can be accessed within the bid solicitation on BidNet by selecting the Plan Holders List category from the column located on the left side of the webpage.

6. *Are gas motors OK for use on the lake.*

Yes, the motor and the vessels to be used must be clean and inspected by the City of Newburgh Water Department prior to launch onto the Lake.

7. *Who is responsible for Building Permits?*

The project site is within the Town of New Windsor. All work shall be conducted in compliance with the New York State Uniform Fire Prevention and Building Code regulations as enforced by the Town of New Windsor Building Department. The Building Department should be consulted to determine what permits, inspections, and fees will be required. The successful bidder shall be responsible for complying with the New Windsor Building Department and paying all fees. They may be contacted via phone: (845) 563-4618, via email: _____, or in person: 555 Union Avenue, New Windsor, NY 12553.

8. *It looks as though some brickwork is needed on the outside of the structure. How much repointing is included in the contract?*

Brickwork is limited to partial demolition of the existing chimney internally of the building to a sufficient height to accommodate the crane system. Other than that, the only brickwork expected is needed to fill the beam pockets once the steel I-beams are removed and only in the event bricks are loosened at window and door openings and near the top of the walls during demolition of the existing wooden structures. All brickwork shall be in accordance with the attached specification SECTION 04 01 00.61 *Brick Masonry Repair and Re-pointing*. The attached new three (3) page specification section is hereby made part of the Detailed Specifications.

Additionally, on Drawing Sheet D-1 *Demolition Plans and Sections*, the following information shall be considered in conjunction with the identified Key Notes on the Project Plan Set:

- **Add** the following to the end of the Description for Key Note Number 8:
Pockets in brick masonry wall left by beam removal shall be filled with reclaimed or new brick in accordance with the specifications.
- **Add** the following to the end of the Description for Key Note Number 9:
Top of flue to remain shall be capped with brick reclaimed from this project or new brick in accordance with the specifications to create a clean shelf after flue is grouted.

Item 3(a.) on page SECTION 00 41 13 - 1 of the Bid Form is an acknowledgement for issued Addenda. This Addendum shall be appropriately referenced by Bidder prior to submission of Bid.

End of Addendum No. 1

Dated: Thursday, February 28, 2019

SECTION 00 43 13.13

BID BOND

BIDDER, Name and Address:Doyle Contracting, Inc.210 Gilbert AvenuePearl River, NY 10965**SURETY, Name and Address of Principal Place of Business:**Selective Insurance Company of America40 Wantage AvenueBranchville, NY 07890**OWNER, Name and Address:**City of Newburgh85 BroadwayNewburgh, NY 12550**BID:**Due Date: March 8, 2019

Project, brief description and location:

Bid No. 9.19 Rehabilitation of the Washington Lake Intake Gatehouse**located alongside Little Britain Road, New Windsor, New York****BOND:**Bond Number: B 1212620Date, no later than Bid Due Date: February 28th 2019Penal Sum: Five Percent of Amount Bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:Doyle Contracting, Inc.*Bidder's Name and Corporate Seal*By: *El B Dyer, President**Signature and Title*Attest: *Maria Pannar**Signature and Title***SURETY, attached power of attorney:**Selective Insurance Company of America*Surety's Name and Corporate Seal*By: *Anthony Panno**Signature and Title**Attorney-in-Fact*Attest: *[Signature]**Signature and Title*

- 1 Above addresses are to be used for giving required notice.
- 2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
- 3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

-
- 4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.
- 5 This obligation shall be null and void if:
- 5.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
- 5.2 All Bids are rejected by OWNER, or
- 5.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 6 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 7 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
- 8 No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one (1) year after Bid Due Date.
- 9 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 10 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 11 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 12 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.
-

Individual
Acknowledgment

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that _____ executed the same.

My commission expires _____

Notary Public

Firm Acknowledgment

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and _____ thereupon acknowledged to me that _____ executed the same as and for the act and deed of said firm.

My commission expires _____

Notary Public

Corporation Acknowledgment

State of New York
County of Rockland

On this 7 day of March, 2019, before me personally came EDWARD DOYLE to me known, who being by me duly sworn, did depose and say that HE is the PRESIDENT of DOYLE CONTRACTING, INC. the corporation described in and which executed the above instrument; that _____ knows and seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that HE signed HIS name thereto by like order.

My commission expires **CASSETTA JAMES V.**
Notary Public, State of New York
No. 01CA6087680
Qualified in Rockland County
Commission Expires Feb 24, 2019

James V. Cassetta
Notary Public

Surety Acknowledgment

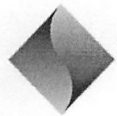
State of New Jersey
County of Essex

On this 28th day of February, 2019, before me personally came Anthony Panno to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Selective Insurance Company of America the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under then Standing Resolutions thereof.

My commission expires _____

LYDIA O. BAKER
Notary Public of New Jersey
My Commission Expires 1/3/2023
ID# 2428497

[Signature]
Notary Public



SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1212620

POWER OF ATTORNEY

Public Bid

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Anthony Panno**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Eight Hundred Thousand Dollars (\$800,000.00)**

Signed this 28th day of February, 2019

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



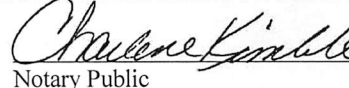
STATE OF NEW JERSEY :

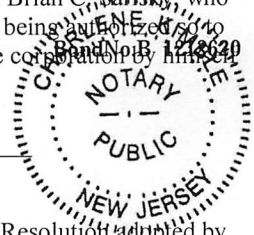
:ss. Branchville

COUNTY OF SUSSEX :

On this 28th day of February, 2019 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/her as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021


Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions have full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 28th day of February, 2019

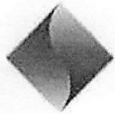

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY



SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1212620

STATEMENT OF FINANCIAL CONDITION

Public Bid

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2017:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,583,550	Reserve for losses and loss expenses	\$1,013,590
Preferred stocks at convention value	3,960	Reserve for unearned premiums	382,768
Common stocks at convention values	117,189	Provision for unauthorized reinsurance	852
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	27,889
Short-term investments	92,023	Other accrued expenses	27,120
Mortgage loans on real estate (including collateral loans)	33,443	Other liabilities	<u>373,022</u>
Other invested assets	84,495	Total liabilities	1,825,241
Interest and dividends due or accrued	14,699		
Premiums receivable	359,686	Surplus as regards policyholders	<u>609,666</u>
Other admitted assets	<u>145,862</u>		
Total admitted assets	<u>2,434,907</u>	Total liabilities and surplus as regards policyholders	<u>2,434,907</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 6 day of March, 2018.

Michael H. Lanza
SICA Corporate Secretary



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 6 day of March, 2018, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

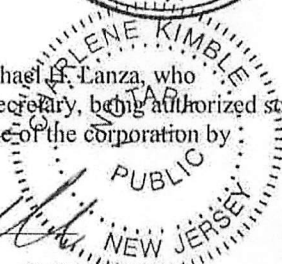
Notary Public

My Commission Expires:

Charlene Kimble

Charlene Kimble

Notary Public of New Jersey
My Commission Expires 6/2/2021



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNumberB 1212620

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2017, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$605,266,320	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

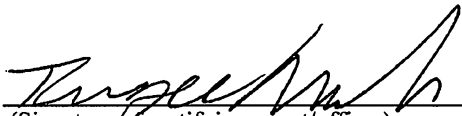
<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$60,967,000	July 1, 2018

(4) The amount of the bond to which this statement and certification is attached is
\$ 800,000.00 .

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.


(Signature of certifying agent/officer)

Timothy A. Marchio
(Printed name of certifying agent/officer)

Vice President, Bond SBU
(Title of certifying agent/officer)

Dated: February 28th 2019
(month, day, year)

SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1 How many years has your firm been in business as a Contractor?

in years: 20 YRS

2 List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

NYSDOT D263438 DRAINAGE \$3.7M 2017-2018 (845) 476-4007
MECHANICVILLE FIRE CONTR \$210K 2018 (570) 296-2765
\$5M NYSDOT D262605 BIKE PATH & BRIDGE 2015-2016 (845) 476-4009
WHITE PLAINS DAM \$1.0M 2014-2016 (914) 422-1206
USACE NYC HARBOR BULKHEAD ROAD \$1.5M 2014 (917) 324-8751

3 List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

NONE

4 Work awarded to you; if so, state where and why.

NONE

5 What equipment do you own that is available for this work?

FLOAT SITES, WORK SKIFF, SCAFFOLD,
EXCAVATIONS

6 What equipment do you plan to rent or purchase for this work?

NONE

- 7 Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

YES, SEE # 2

- 8 Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

ANTONY PAURO, SURETY (201)

STERLING NAT'L BANK (845) 398-4801

BOWARD CONCRETE (518) 273-5800

AH HARRIS (845) 566-6040

A & R CONCRETE (845) 562-0640

- 9 Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

WILL FOLLOW IF LOW

- 10 State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a DOYLE CONTRACTING, INC.

Type of Legal Entity

The address of principal place of business is:

210 GILBERT AVE

PEARL RIVER, NY 10965

The names of the corporate officers, or partners, or individual doing business under a trade:

EDWARD DOYLE (HODS ALL STICK & OFFICES)

SECTION 00 43 13.15

AFFIDAVIT - WORKER'S COMPENSATION

STATE OF:)

) SS:

County of:)

I, EDWARD DOYLE of the Town, Village, City of PEARL RIVER
in the County of ROCKLAND and the State of NEW YORK

of full age, being duly sworn according to law on my oath depose and say that:

I am PRESIDENT, an officer of the firm of DOYLE CONTRACTING, INC.

being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

DOYLE CONTRACTING, INC.

Contractor Name

Subscribed and sworn to

EDWARD DOYLE

Name of Affiant

PRESIDENT

Title of Affiant

BLUE

Edward Doyle

Signature of Affiant

before me this 7 day of March, 20 19

Affix Notary Seal or Stamp below

Notary Public of STATE OF NEW YORK

My commission expires:

CASSETTA JAMES v.
Notary Public, State of New York
No. 01CA6087680
Qualified in Rockland County
Commission Expires Feb 24, 20 19

Notary Signature:

James V. Cassetta

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SECTION 00 43 13.16

APPRENTICESHIP CERTIFICATION FORM

City of Newburgh

This form is required for all service contracts over \$250,000

I EDWARD DOYLE do hereby certify that I am authorized to sign a contract on behalf of
DOYLE CONTRACTING, INC. and that we currently have a New York State Certified Apprenticeship
program. As the prime contractor for the City of Newburgh contract entitled

we also certify that the listing below constitutes all the sub-contractors we have hired for
work on this public works contract. Each of the sub-contractors listed below attests that they currently have a New
York State Certified Apprenticeship program.

Prime Contractor: Ed Doyle Date: 3/7/19
Signature in blue ink

Subcontractor Name: _____

Address: _____

Telephone Number: _____

Signature: _____

Title: _____ Date: _____

Subcontractor Name: _____

Address: _____

Telephone Number: _____

Signature: _____

Title: _____ Date: _____

Subcontractor Name: _____

Address: _____

Telephone Number: _____

Signature: _____

Title: _____ Date: _____

Subcontractor Name: _____

NON-COLLUSION BIDDING AFFIDAVIT

Rehabilitation of the Washington Lake Intake Gatehouse

BID No. 9.19

City of Newburgh, New York

STATE OF:

)

) SS:

County of:

)

I, EDWARD DOYLE of the Town, Village, City of POTSDAM RIVER
in the County of ROCKLAND and the State of NEW YORK

of full age, being duly sworn according to law on my oath depose and say that:

I am PRESIDENT, an officer of the firm of DOYLE CONTRACTING, INC.

the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by DOYLE CONTRACTING, INC.

Contractor Name

Subscribed and sworn to

EDWARD DOYLE

Name of Affiant

PRESIDENT

Title of Affiant

BCE

[Signature]
Signature of Affiant

before me this 7 day of March, 20 19

Affix Notary Seal or Stamp below

Notary Public of CASSETTA JAMES v.
Notary Public, State of New York
No. 01CA6087680
My commission expires: Qualified in Rockland County
Commission Expires Feb 24, 2019

Notary Signature:

[Signature]

This Affidavit must be completed by all Bidders

This page has been intentionally left blank.

Address: _____

Telephone Number: _____

Signature: _____

Title: _____ Date: _____

Subcontractor Name: _____

Address: _____

Telephone Number: _____

Signature: _____

Title: _____ Date: _____

Subcontractor Name: _____

Address: _____

Telephone Number: _____

Signature: _____

Title: _____ Date: _____

Subcontractor Name: _____

Address: _____

Telephone Number: _____

Signature: _____

Title: _____ Date: _____

Subcontractor Name: _____

Address: _____

Telephone Number: _____

Signature: _____

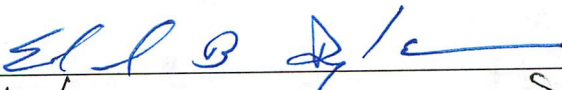
Title: _____ Date: _____

SECTION 00 43 20

Certification Pursuant to Section 103-g of the New York State General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

- 1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph A above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:
- 2.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: EDWARS DOYLE Title: PRESIDENT

Signature: 

Date: 3/7/19 Company Name: DOYLE CONTRACTING, INC.

BLUE

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING AN EXEMPTION OF TAXES
PURSUANT TO PUBLIC HOUSING FINANCE LAW SECTION 577 AND
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT FOR
PAYMENT IN LIEU OF TAXES BY AND AMONG THE CITY OF NEWBURGH,
[NEWBURGH PROGRESS] LIMITED PARTNERSHIP, AND
[NEWBURGH PROGRESS] HOUSING DEVELOPMENT FUND COMPANY, INC.**

WHEREAS, the City of Newburgh (the “City”) encourages a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for individuals and families of low to moderate income; and

WHEREAS, the Rural Ulster Preservation Company (“RUPCO”) has submitted an application to the New York State Division of Housing and Community Renewal (“HCR”) with the support of the City of Newburgh to further the supply of affordable housing in the City; and

WHEREAS, RUPCO intends to become a partner in a housing development fund corporation (“HDFC”), a New York not-for-profit corporation organized under Article XI of the New York Private Housing Finance Law (“PHFL”) and Section 402 of the New York State Not-for-Profit Corporation Law, the name of which entity has not yet been determined; and

WHEREAS, the HDFC will become the record owner of the properties listed below, which shall consist of 22 parcels of residential property that provides 61 residential units for individuals and families of low to moderate income, and 2 parcels of property to be used as community space, all of which are the properties named in RUPCO’s application to HCR (the “Project”); and

WHEREAS, the HDFC’s plan for the continued use of the Project constitutes a “housing project” as that term is defined in the PHFL; and

WHEREAS, the HDFC will be a “housing development fund company” as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL, which in turn authorizes the City to exempt the Project from real property taxes; and

WHEREAS, the HDFC seeks a PILOT agreement (“Agreement”) whereby it will make annual payments in lieu of taxes to the City as set forth in the Agreement, a copy of which is annexed hereto, now presented to the City Council for approval; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby exempts the Project from taxes to the extent authorized by Section 577 of the PHFL, and approves the proposed PILOT Agreement by and among the City of Newburgh and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and

BE IT FURTHER RESOLVED, that the Interim City Manager is hereby authorized to execute and deliver the foregoing PILOT Agreement, in substantially the same form as annexed hereto, with other provisions as Corporation Counsel may require on behalf of the City to effectuate the Agreement.

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (“PILOT”) BY AND
AMONG THE CITY OF NEWBURGH, THE [NEWBURGH PROGRESS]
LIMITED PARTNERSHIP AND [NEWBURGH PROGRESS] HOUSING
DEVELOPMENT FUND COMPANY, INC.**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the “PILOT Agreement” or “Agreement”), dated as of _____, 2019, by and among the **CITY OF NEWBURGH, NEW YORK**, a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the “City”) and **[NEWBURGH PROGRESS] HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance law, having its principal place of business at c/o RUPCO, Inc., 289 Fair Street, Kingston, New York 12401 (the “HDFC”), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **[NEWBURGH PROGRESS] LIMITED PARTNERSHIP**, a New York limited partnership, having its principal office located at c/o 289 Fair Street, Kingston, New York 12401 (the “Partnership”).

WHEREAS, the HDFC is the bare legal or record owner, and the Partnership is the beneficial and equitable owner, of [22] parcels of real property, one parcel of which parcels will be subdivided to create two additional lots (3 lots total on the current existing parcel) and which additional lots are included as part of this Agreement, located in the City of Newburgh, County of Orange, State of New York, as more specifically listed and described in **Exhibit A** attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law (“PHFL”); and

WHEREAS, the HDFC is the general partner of the Partnership; and

WHEREAS, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Partnership will develop, own, construct, maintain and operate a housing project for persons of low income on the Property as more particularly described in **Exhibit B** in **Exhibit A** attached hereto and incorporated herein by reference (the “Project”); and

WHEREAS, the HDFC’s and the Partnership’s plan for the use of the Property constitutes a “housing project” as that term is defined in the PHFL; and

WHEREAS, the HDFC is a “housing development fund company” as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes and county taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the City of Newburgh, New York, by resolution adopted March 25, 2019, approved and authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Orange County ("County"), the City, and the School District ("School District") or other taxing jurisdiction (collectively the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of seventeen (17) years, measured from the City's first taxable status date following the date of the HDLC's actual acquisition of the Property. The HDLC shall be responsible for any *pro rata* portion of taxes that it may owe in the actual year that it acquired the property. This Agreement shall not limit or restrict the HDLC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement. The parties understand that the exemption extended pursuant to Section 577 of the PHFL and this Agreement does not include exemption from assessments for local improvements, special assessments, or special ad valorem levies. During the period of this Agreement, the Partnership shall pay any service charges, special ad valorem levies, special assessments and improvement district charges or similar tax equivalents which are or would be levied upon or with respect to the Project by the Taxing Jurisdictions or any other taxing authority.

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amounts set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payment shall be shared by Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL.

The PILOT for the Residential Property shall be in the amount of (i) \$35,000 per year for the first two years of ownership and (ii) \$73,200 per year beginning in the third year of ownership, increasing two percent (2%) annually. The PILOT for the CSF Property shall be in the amount of (i) \$15,000 per year during construction and (ii) \$15,000 per year after the issuance of the certificate of occupancy for the buildings, increasing two percent (2%) annually.

The first payment pursuant to this Agreement shall be made on or before February 15, 2020. Subsequent payments shall be due on or before **February 15** of the calendar year to which this PILOT applies. Payment shall be payable to the "City of Newburgh." Payments shall be mailed via first class mail through the United States Postal Service or personally delivered to the City of Newburgh, attention Tax Collector, 83 Broadway, Newburgh, New York 12550, or such other address as the City may specify in writing.

The HDFC and the Partnership agree that the PILOT under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, nor will it seek to commence any actions to reduce the PILOT, and these factors have been considered in arriving at the payment amounts reflected in this Agreement.

The HDFC and the Partnership shall continue to pay all water, sewer, and sanitation charges in accordance with the assessments and rates established by the City.

4. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Residential Property continues to be used as housing facilities for persons of low-income in accordance with the income and rent limitations attached hereto at Exhibit B, and (b) any of the following occur (i) the HDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal and beneficial ownership of the Property and operates the Property in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest, such successor in interest shall operate the property in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law. In addition to failure to pay any amount when due, HDFC and the Partnership shall be in default of this Agreement in the event of material failure to observe and perform any other covenant, condition of agreement on its part to be observed and performed hereunder, and continuance of such failure for a period of thirty (30) days after written notice specifying the nature of such failure and requesting that it be remedied; or any warranty, representation or other statement by or on behalf of HDFC or the Partnership contained in this Agreement shall prove to have been false or untrue in any material respect on the date when made or on the effective date of this Agreement. Any payment not received by its due date shall accrue interest and penalties at the rates provided for late payment of taxes to the Taxing Jurisdictions.

Whenever any event of default under this Agreement shall have occurred and be continuing, the City shall have the following remedies: The City may terminate this Agreement and exercise all of the rights and remedies available for failure to pay property taxes as and when due had this Agreement not been in effect. The City may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of HDFC and the Partnership under this Agreement, and the Partnership shall further pay the reasonable fees and disbursements of such attorneys as the City shall engage for the enforcement of performance or observance of any obligation, covenant or agreement on the part of HDFC and the Partnership and all other expenses, costs and disbursements so incurred.

No remedy herein conferred reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition

to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. This provision shall not apply in the event that the HDFC, its successors or assigns, become subject to the City's procedures with respect to the collection of delinquent taxes.

7. This Agreement shall inure to the benefit of and shall be binding upon the City the Partnership and the HDFC and their respective successors and assigns, including the successors in interest of the Partnership and the HDFC. There shall be no assignment of this Agreement except with consent of the other party. In the event that the Partnership and the HDFC seeks to assign this agreement, the Partnership and the HDFC must demonstrate to the City, at a minimum, that the assignee or its general partner is a housing development fund company subject to Article XI of the PHFL, the assignee is willing to assume the obligations of this Agreement in writing, and the assignee shall have provided such financial and other information as shall be reasonably requested by the City in order to assure the proper completion and operation of the housing project and the compliance with the terms of this Agreement and all applicable laws, regulations and covenants.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

11. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized by proper action of its governing body and does not require any other consent or approval for the execution thereof by such municipality, (ii) does not violate any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any agreement or instrument to which it is a party. Each such party represents that this Agreement shall constitute the legal, valid and binding agreement of such party enforceable in accordance with its terms.

12. The Partnership and HDFC jointly and severally make the following representations, warranties and covenants:

(i) The HDFC is a “housing development fund company” under Article XI of the PHFL, and the Partnership is a limited partnership the co-general partner of which is HDFC, each of which is organized, validly existing and in good standing under the laws of the State and is authorized under the laws of the State to do business in the State, has the power to enter into this Agreement and to perform the transactions contemplated hereby and its obligations hereunder and by proper action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder, and the execution, delivery and performance of this Agreement does not require any other consent or approval. This Agreement shall constitute the legal, valid and binding agreement of HDFC and the Partnership enforceable in accordance with its terms.

(ii) Neither the Partnership nor HDFC is in default under, or in violation of, any indenture, mortgage, declaration, lien, lease, contract, note, order, judgment, decree or other instrument of any kind to which any of its assets are subject, and the execution, delivery and compliance by the Partnership or HDFC with the terms and conditions of this Agreement do not and will not conflict with or constitute or result in a default by the Partnership or HDFC in any material respect under or violation of, (1) the entity’s organizational documents, (2) any agreement or other instrument to which such entity is a party or by which, to such entity’s knowledge, it is bound, or (3) any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Partnership or HDFC or its property, and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(iii) The Partnership has provided to the City true and complete financial information with respect to the Property, including without limitation project costs, financing sources, rents and income limitations.

(iv) The Partnership covenants and agrees to operate the Property in accordance with all applicable rules and regulations of Article XI of the PFHL, including without limitation applicable rent limits and income limits and in accordance with the plan attached hereto as Exhibit B.

(v) The Partnership covenants and agrees to provide to the City any information or documents reasonably requested in writing by the City in order to provide any federal, state or local entity with information or reports required under any applicable law, rule or regulation.

13. The City shall file a copy of the fully-executed Agreement with the City Assessor. The Partnership shall be responsible for taking such actions as may be necessary to ensure that the Property shall be assessed as exempt upon the assessment rolls of the respective Taxing Jurisdictions, including without limitation ensuring that any required exemption form shall be filed with the appropriate officer or officers of each respective Taxing Jurisdiction. Such exemption shall be effective as of the first taxable status date of the applicable Taxing Jurisdiction following

the date of this Agreement, provided that the Partnership shall timely file any requisite exemption forms.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parties each consent to the jurisdiction of the New York courts in and for the County of Orange regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them.

16. Amendments. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. This Agreement shall be deemed withdrawn unless fully-executed by the Parties on or before December 1, 2019.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the City, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2019

CITY OF NEWBURGH

By: _____
Name: Joseph P. Donat
Title: Interim City Manager

DATED: _____, 2019

[NEWBURGH PROGRESS] HOUSING
DEVELOPMENT FUND COMPANY, INC.

By: _____
Name: Kevin O'Connor
Title: President

DATED: _____, 2019

[NEWBURGH PROGRESS] LIMITED PARTNERSHIP

By: [Newburgh Progress] Housing Development
Fund Company, Inc.,
its general partner

By: _____
Name: Kevin O'Connor
Title: President

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

On the ____ day of _____, in the year 2019, before me personally appeared Joseph Donat, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, in the year 2019, before me personally appeared **Kevin O'Connor**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT A

LIST OF EXEMPT PROPERTY – RESIDENTIAL

<u>Street Address</u>	<u>Section/Block/Lot</u>
193 First Street	30-2-1
197 First Street	30-1-2
215 First Street	29-5-6
135 Chambers Street	18-4-22
137 Chambers Street	18-4-21
35 Dubois Street	29-5-18
37 Dubois Street	29-5-17
39 Dubois Street	29-5-16
45 Johnston Street	30-2-9
33 Lander Street	30-4-33
42 Lander Street	30-3-10
44 Lander Street	30-3-9
98 Lander Street	23-2-1
114 Lander Street	TBD (part of proposed 116 Lander subdivision)
116 Lander Street	18-10-5.2
118 Lander Street	TBD (part of proposed 116 Lander subdivision)
122 Lander Street	18-10-3
133 Lander Street	18-4-34
135 Lander Street	18-4-35
137 Lander Street	18-4-36
139 Lander Street	18-4-37
25 S. Miller Street	30-1-17

LIST OF EXEMPT PROPERTY – COMMUNITY

245 Liberty Street	18-8-2
257 Liberty Street	18-8-1.1

EXHIBIT B

Project Plan: Newburgh Progress

Property:

1. 61 Units of residential rental low-income housing, meeting the income limits in accordance with HCR regulations applicable for low income housing tax credit and housing trust fund projects, not exceeding 70% of applicable median income ("Residential Property"). 1 unit is a superintendent's unit.
2. Approximately 20,000 square feet of community service facility space ("CSF Property").

Rents will be limited to 30% of the percentage of the applicable median income limit specified by HCR in accordance with federal and state Low Income Housing Tax Credit program requirements. Income and Rent limits will be applicable for the 17-year term of the PILOT Agreement in accordance with LIHTC regulatory agreement.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 17 WILLIAM STREET (SECTION 36, BLOCK 6, LOT 10)
AT PRIVATE SALE TO SCOTT RAFFAELE FOR THE AMOUNT OF \$52,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 17 William Street, being more accurately described as Section 36, Block 6, Lot 10 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager/Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 28, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
17 William Street	36 - 6 - 10	Scott Raffaele	\$52,000.00

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

Terms and Conditions Sale

17 William Street, City of Newburgh (SBL: 36-6-10)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$5,200.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

(Purchaser Name)

Proposal Form

Contact Information:

Name: Scott Raffaele
Business Name (If Applicable): _____
Address: 415 17th Street
City, State & Zip: Brooklyn, NY 11215
Home phone: 718 909 6157
Business Phone: 718 909 6157
Mobile Phone: 718 909 6157
E-mail: 4korners@gmail.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

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

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

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

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

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

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

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

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 17 William Street

S-B-L#: 36-6-10

Type of Project:

____ Single Family (includes a condominium unit)

 ^x Multi-Family (# of Units ²)

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

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

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ \$52,000

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

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

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ \$68,000

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

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

General Contractor: _____

Architect: _____

Engineer: _____

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	415 17th Street, Brooklyn NY	371 12th Street
Role (i.e. owner, partner, general contractor, architect, investor.)	owner, contractor	owner, contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	existing building requiring substantial renovation	
Property Type: (i.e. single-family, multi-family rental or commercial.)	multi family	multi family
Number of Buildings in Project	1	
Total Number of Residential Units in Project/Building	2	2
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	\$600,000	\$400,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	completed 2010	completed 2008
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		

Finances:

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

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

What You Should Attach:

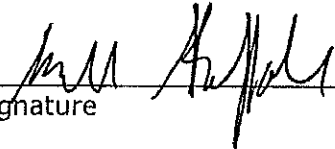
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

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

INFORMATION RELEASE:

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



Signature

2.26.2019

Date

Scott Raffaele

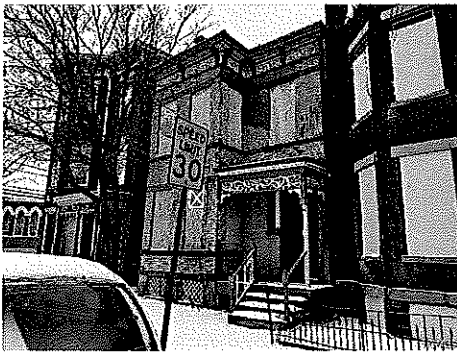
Print Name

Submit Application to:

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

Cross Property Agent Full w Tabs

Listing



MLS#: **4909196** **Active** List Price: **\$49,900**
 Addr: **17 William Street**
 PO: **Newburgh** County: **Orange County**
 City/Town: **Newburgh City** Zip: **12550-5548**
 Village: **None** Hamlet/Loc.:

P Type: **Multi-Family 2-4** Sub Type: **Detached**
 Sub/Devel: 55+ Comm: **No**
 Lot Size: **0.0574** SqFt: **2,524** Wtr Access:
 Style: **Two Story** Beds/Baths: **0/0**
 #1 BR: #2 BR: #3 BR: #4 BR: #Vac: #Units: **2**

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

Type of Unit: **Duplex**
 Basement: **Full, Unfinished**
 Siding Desc: **Brick**

Yr Blt: **1895 / Estimated** Yr Reno:
 Attic: **Scuttle**
 Cnstrction: **Frame**

Tax ID#: **331100.036.000-0006-010.000/0000**
 Addl Fees: **No**
 Avail Financing:

Tax: **\$1,300** Tax Year: **2019(Municipality)**
 Assmt: **\$29,300**
 Tenant Pay:

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

Wtr Exp:
 Maint Exp:
 Other Exp:
 Total Exp:

Net Op Inc:
 Grs Op Inc:
 Cap Rate:

Amenities: **Close to Bus, Close to Park, Close to School, Close to Shops, Hardwood Floors As Seen**

Park Num/Desc: **/None**

Heat Zones/Type: **Radiator**

A/C: **None**

Garbage: **Public**

Bldg Features:

Lot Description:

Elec Co:

Fuel: **Natural Gas, Oil Above Ground**

Water: **Municipal**

Sewer: **Sewer**

Public Remarks

Brick 2 family home near all area shopping, schools and amenities! Stroll to Downing Park, access colleges, downtown arts district, cafes, bodegas, local farmer's markets and the waterfront! Commuter friendly location with Transit Orange bus servicing the City and the County. Less than 60 miles to NYC, close to 84, 87, trains and bus to NYC, Stewart, West Point and Orange Regional Medical Center. City of Newburgh owned property. 30 day FIRST LOOK policy. During this time, house is only available to owner occupants and second home buyers. All offers subject to final approval by City Council. Cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

PURCHASE OFFER ACCEPTED - SHOW FOR BACK UP Buyer and agent must sign the Release of Liability form before accessing property and for lock box code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh. Questions? E-mail: Showings@riverrealty.com or fax to 845-564-0700.

Show Instr:

Access for Show: **Combo Lockbox**

Directions: **Broadway to Williams Street**

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

Appt Ph 2:
 REO:
 LA Ph: **(845) 564-2800**
 LO Ph: **(845) 564-2800**
 CLA Ph:
 CLO Ph:
 BRA: **0%**

DOM: **19**
 Org Price: **\$49,900**
 Mod/Excl: **NONE**
 List Dt: **02/20/2019**
 Expire Dt: **08/20/2019**
 Agr Type: **ERS**
 Nego Thru: **Listing Agent**
 \$/SqFt: **\$19.77**
 TOM Dt:
 OM Date:

Prepared By: Joanne Majewski

Date Printed: 03/11/2019

River Realty

Services, Inc.

PURCHASE AGREEMENT

Date: 2.26.2011

I (We) Scott Raffaele propose to purchase 17 William Street owned
by City of Newburgh.

Terms of the offer as follows:

Purchase Price: \$52,000
Seller Concession (if applicable) _____
Amount due on contract signing: \$5,200
Mortgage Down Payment (LTV _____ %): _____
Amount due at closing: \$46,800
Contracts to be signed on or about: 3.26.2011

Closing to be (3.26.2011 on or about) or (_____ on or before): _____

Personal Property included in sale: _____

This sale is contingent upon (☒) attorney review of a formal contract, (_____) buyer to perform an engineer inspection within (_____) days, (☒) clear title, and as follows: _____

The sale is contingent upon purchaser securing a _____ mortgage commitment in the amount of _____.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with _____ is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of _____ by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

Purchaser Scott Raffaele

[Signature]
Purchaser

415 17th Street
Purchaser Address
118-909-6157 / 646-221-6774

Purchaser Phone
Nydia Braham

Purchaser Attorney
845-784-1778 Nydlaw@adcom
Purchaser Attorney Phone / E-mail

Agent Name: William Braham of River Realty Services, Inc.

Phone: 646-228-7774

Email: W.Braham@RiverRealty.com

Seller _____

Seller _____

Seller Address _____

Seller Phone _____

Seller Attorney _____

Seller Attorney Phone / E-mail: _____

Listing Agent: _____ of _____

Phone: _____ Fax: _____

Email: _____



117 Executive Drive, Suite 100, New Windsor, NY 12553
297 Mill Street, Poughkeepsie, NY 12601
info@riverrealty.com | www.riverrealty.com



We plan to make the kitchen and bathroom cabinets from recycled materials from Scott's woodshop. Those costs are not listed in the budget summary. These are materials that would otherwise be discarded and leftover wood from other projects. Scott will build the cabinets himself.

We plan on doing as much as the labor ourselves as possible. Scott is also generally able to receive a contractor's discount on materials which is reflected in the overall budget. We also will be able to get some reduced labor costs with a friends and family discount with professionals we already know in the field.

We also plan on repairing instead of replacing whenever possible both to maintain the historical features of the home and also to reduce our carbon footprint. We also plan to use recycled materials whenever possible. There are several non profits in Brooklyn that sell salvaged usable items from demolition and remodel projects and reintroduce them to the market. We hope to use these materials when possible.

We would eventually like to incorporate solar panels (without violating the historical district guidelines of course) into the space and make the space as energy efficient as possible but we did not add this into the budget as there are too many variables to project a cost at this point. Instead, we added in the cost of repairing or possibly replacing the existing heating and cooling system.

Scott studied architecture at Pratt and then changed course and decided to design and build furniture instead but his business includes other types of home renovation projects. Over the years, he has worked on a number of different types of design/ build projects. He extensively renovated two of his own properties, including adding an entire additional floor to his current house. He has completed entire kitchen and bathroom renovations for clients as well. He did most of the work in those projects himself as well.

For complicated financial reasons, we plan to title the home in Scott's name at this point. In addition to his assets that we previously provided, we also have access to approximately \$216,000 from my accounts if needed. Additionally, Scott and I both bought property in Brooklyn many years ago and those properties have greatly appreciated. We have the ability to use equity from either of these properties if needed.

Please let us know if you need additional information.

Jean Norton and Scott Raffaele

Revised Budget 3.04.2019**Total: \$85,000**

1. Repair, replacement and installation of electrical, plumbing, heating and ventilation systems	\$20,000
2. Repair of porches, cornices, exterior siding, doors, balustrades, stairs or other trim. Maintain original railings, columns, and brackets to keep the architectural proportions and integrity of the house. Highlight decorative details on porches with contrasting paint colors.	\$1500
3. Repair or replacement of storm windows (exterior, interior or wood) 4. Caulking, weather stripping, glazing and repainting of windows. 5. Installation of new window jambs or jamb liners.	\$6,000
6. Roof repair of roofing with materials that match the existing material in form or better. 7. Repair Deterioration of roofs and other horizontal members;	\$7,000
8. Installation of insulation	\$2,000
9. Repair of existing sidewalks and curbs,	\$tbd
10. Interior and Exterior lead paint abatement that includes scraping and repainting of exterior work and masonry surfaces. Lead paint removal in conformance with federal and state advisories and regulations. 11. PAINT ENTIRE APARTMENT WALLS AND CEILING, MOLDINGS AND TRIMS Patch and prime walls and ceiling. (First coat before installation, second coat after.)	\$3,000
12. Repair or replacement of water, gas, storm or sewer lines.	\$6,000
13. Repair Deterioration of exterior walls or other vertical supports; Repair Ineffective waterproofing of exterior walls, roofs, or foundations, including broken windows or doors; and Repair Deterioration of any features so as to create a hazardous condition 14. Repair Deterioration of exterior chimneys; 15. Repair Deterioration or crumbling of exterior stucco or mortar;	\$2,500
16. BATHROOMS (2) Replace tubs; 17. Replace toilet; 18. Replace sink and vanity; Reconnect plumbing; 19. Tile floor; Tile walls	\$8,000
20. KITCHEN (2) :Finish and Paint, 21. Install ceramic backsplash tile; 22. install new refrigerator, dishwasher and stove; install new cabinets 23. Install countertops	\$8,000
24. Install new flooring throughout structure.	\$6,000
25. Incidentals; 26. Remove installation packaging and debris from jobsite. 27. Other miscellaneous items or cost overage	\$15,000

Bklyn Designs 2007: Scott Raffaele/4Korners

by MAXWELL RYAN



8

(Welcome to bhgirl, who helped us cover Bklyn Designs this weekend!)



(Image credit: Apartment Therapy)

"Here's some very handsome woodwork, from Scott Raffaele of 4Korners, based in Red Hook. His brother, Greg (just peeking in at the right of the picture), played the

role of friendly spokesman and pointed out the ash exterior of this credenza, sustainable bamboo interior and trusses supporting it from the bottom. .."



Of Scott's Grandmother and Reclaimed Wood

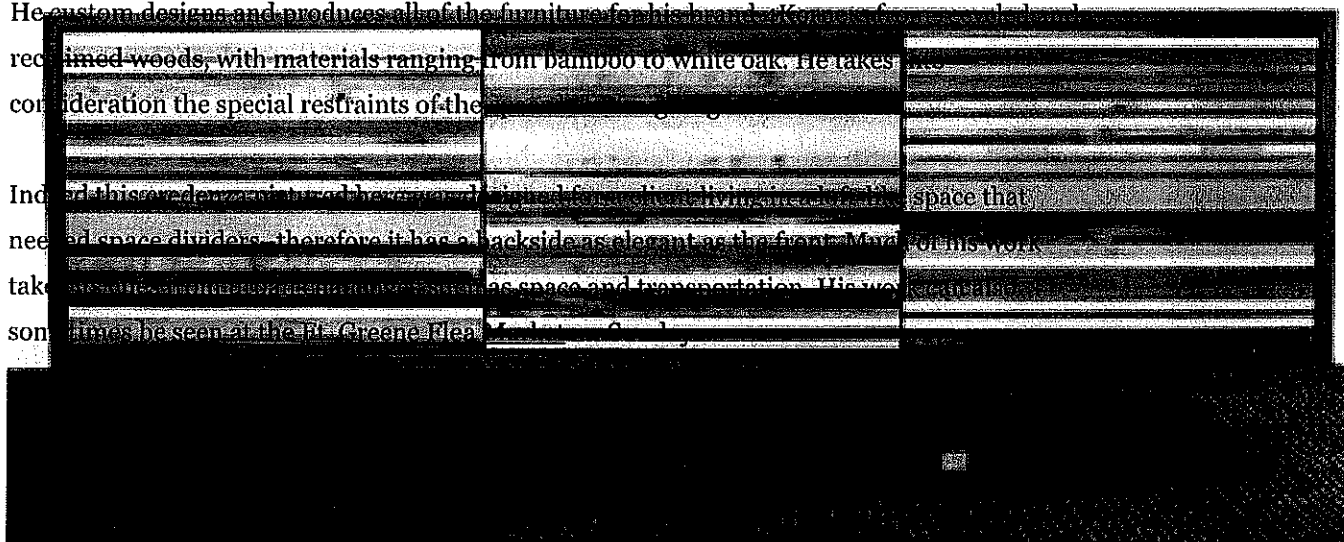
By Jamie Waugh — November 4, 2008

[View Photos](#)

He lists his grandmother ("who recycled everything") as his inspiration. How can you not be smitten with Scott Raffaele?

He custom designs and produces all of the furniture for his brand, Keros, using reclaimed woods, with materials ranging from bamboo to white oak. He takes consideration the special restraints of the

Indulge this saved piece, which has been transformed into a functional living area for the space that needed space dividers, therefore it has a backside as elegant as the front. More of his work takes space and transportation. His work is sometimes seen at the Ft. Greene Flea Market in Brooklyn.



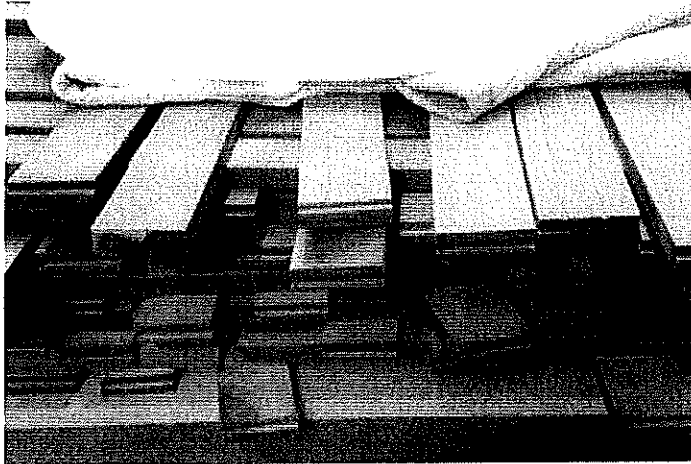
4K and the 3 Rs

Designer Scott Raffaele keeps it local and low-impact with 4Korners, his line of versatile eco-furniture.

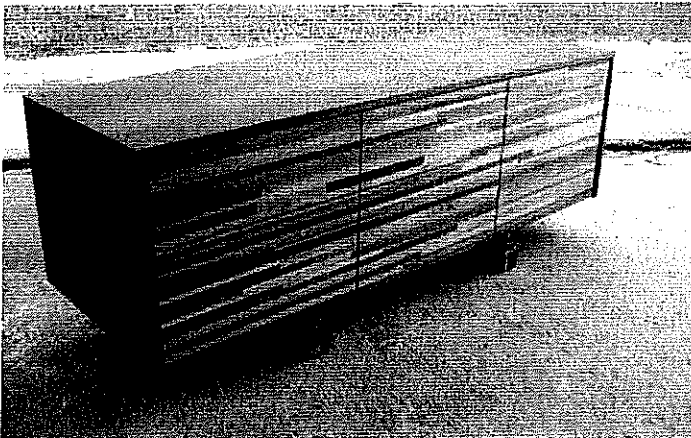


MATT HICKMAN
March 2, 2009, 3:16 p.m.

In January, I visited the Red Hook, Brooklyn, studio/showroom of Jason Lamberth, a designer creating show-stopping custom furniture from rare buried teak and sustainable plantation teak from Indonesia. The wood itself is green — Lamberth, an avid environmentalist, is proactive in only working with cautious, honest plantations — but there's one eco-caveat: Everything must be shipped from overseas.



This week I visited another Red Hook wood furniture designer, Scott Raffaele, whose work is less grand in scale, not quite as exotic, but exceptionally low-impact and local. The furnishings — a credenza, platform bed, tea table/bench, and more — that make up Scott's 4Korners line are guilt-free, gorgeous and boast versatility appropriate for spaces large and small.



4Korners is based out of a co-op wood workshop on Red Hook's waterfront (on the same pier as the wonderful Liberty Sunset Garden Center and the Real World Brooklyn pad) that's shared by multiple craftsmen. The "sharing is caring" nature of the workshop leads to the need for less equipment and therefore, less waste and less energy consumption.

Salvaging is integral to the 4Korners design and building process:

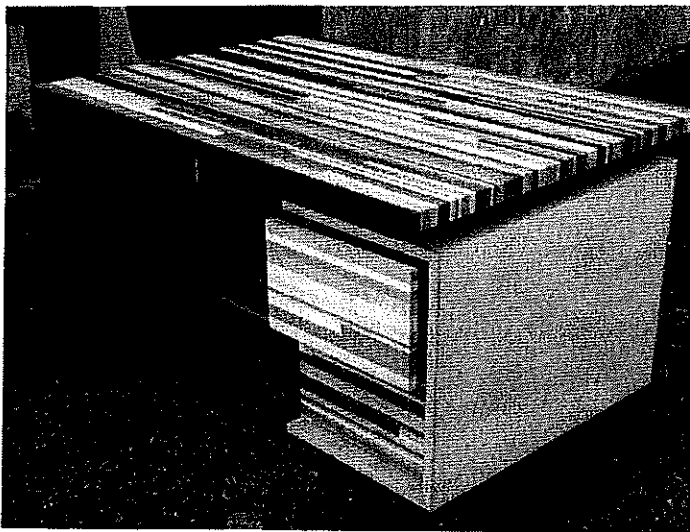
If someone in the workshop has excess material or scraps, it's up for grabs. Even the sawdust in the shop (and there's a lot of it) doesn't go to waste — it's donated to Red Hook's Added Value Farm as composting material.



Nothing goes to waste at the 4K workshop

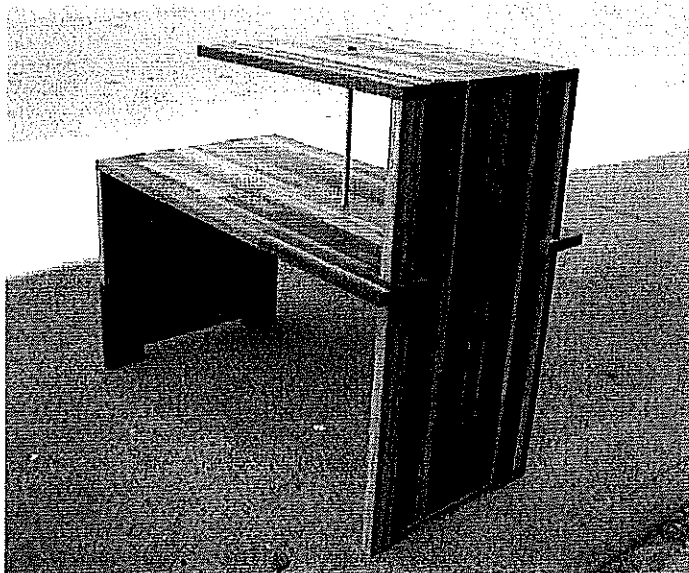
Scott doesn't just salvage the scraps from others in the workshop. He's had his own custom cabinetry and furniture business since 2001. The two-year old, "80 percent green" 4Korners line was born out of Scott's frustration as to what to do with the excess material that he had amassed from these larger projects. Toss it? Nah. Let it sit around and collect dust? No way. Transform it into a line of striking, functional furnishings ideal for urban spaces? Bingo.

4Korner's most striking pieces, in my humble opinion, are the ones constructed from off-cuts of various types of wood creating a striped effect. Aside from their aesthetic beauty, these pieces and others are notable for their versatility. The bar stools can also be used as side tables or be stacked to create shelving. The tea table/bench is just that: A table *and* a bench. Just as Scott works creative wizardry with found and leftover materials, his furniture encourages its owners to be inventive with their available space.



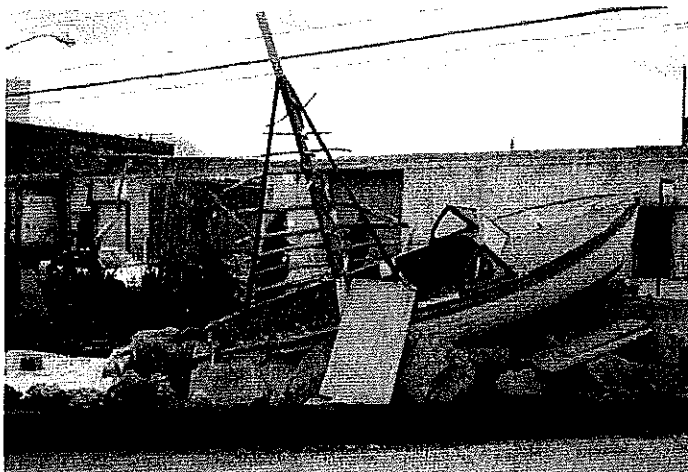
If the wood found in 4Korners isn't coming from Scott's own off-cuts, salvaged materials, or excess from around the workshop, it's locally sourced. And even though it's not always green, a significant amount of material comes from Brooklyn's Bettencourt Green Building Supplies.

In addition to tapping local building resources, Scott gives back to the community. Scott is 4K's sole artist and designer but his hired help is locally sourced. He enlists hand-crafty mentors from Red Hook's Good Shepard High School, a community high school for former dropouts. Through Good Shepard's Learn to Work program, Scott gives young adults a sense of purpose while training a new breed of sustainable furniture designers.



Next up for 4Korners? A line of eco-handbags. Scott, an endlessly enthusiastic craftsman, sees beauty and possibility in everything: Scraps of wood, discarded playground equipment, large pieces of driftwood, you name it ... he transforms trash into treasure.

For those in the NYC area, Scott will be showing at the Architectural Digest Home Show later this month so be sure to stop by, say hello, and give him a high four. Just tell 'em MNN sent ya.



Even boats have a new purpose at the entrance to Red Hook's Pier 41

4Korners @ Pier 41, 204 Van Dyke Street, Red Hook, Brooklyn. 718.909.6157

Photos: Furniture photos courtesy Scott Raffaella; workshop photos by Matt

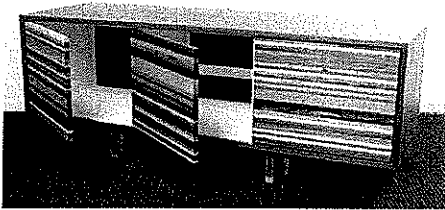
2/26/2019

4Korners | WantedDesign

4KORNERS

Since 2001, 4Korners has been custom designing and building cabinets and furniture for architects, builders and private clients.

In 2004 4Korners made the transition to include Industrial design. Its sole artist and designer, Scott Raffaele, made it his mission to design using any and all materials to their full potential.



2/26/2019

Fidelity Netbenefits - SOD detail page



Neogenomics Laboratories, Inc.
401(k) Profit Sharing Plan

SCOTT FRANCIS RAFFAELE
415 17TH ST
BROOKLYN, NY 11215-0000

Retirement Savings Statement

Customer Service: (800) 835-5097
Fidelity Brokerage Services LLC
900 Salem Street, Smithfield, RI 02917

Your Account Summary

Statement Period: 01/01/2019 to 01/31/2019

Beginning Balance	\$59,656.04
Change in Market Value	\$2,968.56
Ending Balance	\$62,624.60
Additional Information	
Vested Balance	\$62,624.60

Your Personal Rate of Return

This Period **5.0%**

Your Personal Rate of Return is calculated with a time-weighted formula, widely used by financial analysts to calculate investment earnings. It reflects the results of your investment selections as well as any activity in the plan account(s) shown. There are other Personal Rate of Return formulas used that may yield different results. Remember that past performance is no guarantee of future results.

Your Asset Allocation

Statement Period: 01/01/2019 to 01/31/2019

Year-End Account Statement

January 1, 2018 through December 31, 2018



P.O. Box 8266 • Boston, MA 02266

WELLS FARGO BANK NA
CUST FOR THE IRA OF
SCOTT RAFFAELE
415 17TH ST
BROOKLYN NY 11215-6106

Investor Services: 1-800-222-8222
Monday to Friday, 7:30 a.m. to 6:30 p.m. Eastern Time
Automated line: 1-800-368-7550
Web site: www.wellsfargofunds.com

PORTFOLIO SUMMARY

The IRA Contribution limit is \$5,500 for 2018 and \$6,000 for 2019 (\$6,500 and \$7,000 respectively if age 50 or older). April 15, 2019 is the deadline for 2018 contributions.

TOTAL PORTFOLIO VALUE

As of December 31, 2018 **\$30,533.31**

CHANGES IN YOUR ACCOUNT VALUE

Beginning Balance (1-1-18)	\$32,065.57
Deposits	0.00
Withdrawals	0.00
Total Income	4,287.68
Change in Value	-5,819.94
Ending Balance (12-31-18)	\$30,533.31

ACCOUNTS IN YOUR PORTFOLIO

Account Name on Account	Account Type	Beginning Value on 1-1-18	Ending Value on 12-31-18
Wells Fargo Funds			
1 WELLS FARGO BANK NA CUST FOR THE IRA OF SCOTT RAFFAELE	IRA	\$24,347.43	\$23,606.94
2 WELLS FARGO BANK NA CUST ROTH CONTRIBUTION IRA SCOTT RAFFAELE	Roth IRA	7,718.14	6,926.37
Total Portfolio Value		\$32,065.57	\$30,533.31

(Cont'd on back)

Page 1 of 9

citi Citigold

[Accounts](#)
[Payments & Transfers](#)
[Investments](#)
[Financial Tools](#)
[Account Management](#)

[Go to Citi.com](#)

[Sign Out](#)

Welcome, Jean | Last sign on: Mar. 04, 2019 (8:09 AM ET) from mobile device. Your **FICO®** Score

INVESTING

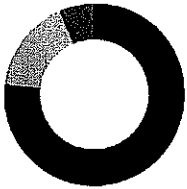
Viewing: C18100872 In USD

Summary As of 11:11 AM ET 03/04/2019

	TOTAL VALUE	DAY CHANGE	UNREALIZED GAIN/LOSS*
	79,940.02	+22.65 (0.03%)	+28,951.98 (56.81%)

*Unrealized Gain/Loss value is based on positions and quotes as of previous close.

Composition



ASSET CLASS	CURRENT VALUE	PERCENT OF TOTAL
EQUITY	61,522.07	76.96%
MUTUAL FUND	13,450.80	16.83%
CASH, MONEY FUNDS, BANK DEPOSITS	4,967.15	6.21%



Welcome, Jean | Last sign on: Mar. 04, 2019 (11:10 AM ET) from computer. Your [FICO® Score](#)

INVESTING

Viewing:  ▾ In USD

Summary As of 11:16 AM ET 03/04/2019

C18100898

TOTAL VALUE

27,216.07

UNREALIZED GAIN/LOSS*

+6,406.56 (30.79%)

*Unrealized Gain/Loss value is based on positions and quotes as of previous close.

Composition



ASSET CLASS	CURRENT VALUE	PERCENT OF TOTAL
 <u>MUTUAL FUND</u>	26,811.86	98.51%
 <u>CASH, MONEY FUNDS, BANK DEPOSITS</u>	404.21	1.49%



New York State Deferred Compensation Plan

A Plan for Your Future

Acct# [REDACTED]

October 1, 2018 - December 31, 2018

JEAN NORTON
286 20TH ST APT 2B
BROOKLYN NY 11215-6358

Please review your statement carefully. Corrections may not be accepted more than 45 days after the closing date of the statement.

Questions? Contact Us!

HELPLINE: (800)422-8463
TTY: (800)514-2447
Website: www.nysdcp.com
Write us at: NEW YORK STATE DEFERRED
COMPENSATION PLAN
ADMINISTRATIVE SERVICE
AGENCY
P.O. BOX 182797
COLUMBUS OH 43218-2797

Need Assistance? The HELPLINE is available from 8 AM to 11 PM (ET) Monday through Friday and 9 AM to 6 PM (ET) on Saturdays, except holidays.

Activity at a Glance

Balance as of 10-01-18	457(b) Plan
Deferrals	\$122,459.63
Transfers In	\$2,608.76
Interest/Dividend/Cap Gain/Reimb	\$0.00
Gain/Loss	\$2,822.65
Withdrawals/Transfers Out/Ln Disbmts	-\$17,521.10
Charges/Fees	\$0.00
Balance as of 12-31-18	-\$30.27
	\$110,339.67

Total Contributions and Benefits Received Since Joining

Plan Type	Contributions Since Joining	Benefits Received	(Does not include distributions prior to March 25, 2003)
457(b) Plan	\$77,787.59	\$0.00	

Contributions and Distributions Summary - October 1, 2018 to December 31, 2018

	Deferral Rate/Amount	Last Contribution Amount	Contributions This Period	Contributions Year to Date	Last Distribution Amount	Distributions Year to Date
Pre-Tax Contribution	7%	\$373.81	\$2,608.76	\$9,422.47		\$0.00

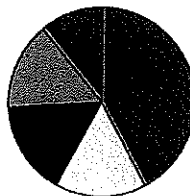
Your Asset Allocation

To the right is your Account Allocation. Your Account Allocation is how the money in your account is divided among the investment options you have selected.

For more information on contribution and account allocation, log on to WWW.NYSDCP.COM

*Percentages and totals may not be exact due to rounding.

Your Account Allocation



Investment Type

42% Large-Cap Stocks	\$46,593.93
16% International Stocks	\$17,416.99
16% Bonds	\$17,255.35
15% Short-Term Investments	\$17,034.54
11% Small-Cap Stocks	\$12,038.86
100% Total Percent/Value	\$110,339.67



America's Most Convenient Bank®

My TD Products Solutions

SCOTT RAFFAELE

Accounts Transfers Bill Pay Account Options

Available Balance

\$41,323.30

TD CONVENIENCE CHECKING (x7341)

Today's Beginning Balance
Pending

\$41,323.30
\$0.00



PAY A BILL



MAKE A
TRANSFER

Activity

Details

Statements & Notices

Last 30 days

Search

Search by date

Export

Help

Print

Date

Type

Description

Debit/Credit

Balance

PENDING TRANSACTIONS

2/26/2019

DEBIT

MEMO POST ITEM

\$41,123.30

Pending

Info & Related Tasks

Manage alerts & contacts

Order checks

Update account nickname

Get the TD routing/transf

Property Proposal Summary

Location: 17 William Street (on the east side, between Ann Street and Washington Street)

Tax Map Number: 36-6-10

Property Class: 220 – 2-Family Residence

Zoning: RM— Residential Medium Density; EEHD—East End Historic District

Description: 2-story, 2-family, brick building. Year built: 1895; 2524sf; lot size—25 x 100.

Condition: Poor

Assessed Value: \$ 29,300

Estimated Annual Taxes: \$ 1,455+/-

Selling Price: \$ 49,900

The city acquired this property: August 2018

Offer Information:

Name: Scott Raffaele

Offer Price: **\$ 52,000**

Construction Estimate: \$ 85,000 +/-

Proof of Financing: Scott: Fidelity account, Wells Fargo account, TD Bank account.
Jean: Citibank accounts, NYS Deferred Compensation Plan.

Comments: The purchaser currently lives and works in Brooklyn. He plans to reside at 17 William Street once it has been renovated: living in one unit, and renting out the other. He would eventually like to move his custom-designed furniture business to Newburgh also. He has experience renovating buildings in Brooklyn, often incorporating recycled materials into his work.

The property is in poor condition. It needs significant work. Remarkably, the building still has a considerable amount of original detail in place. Mr. Raffaele plans to do much of the carpentry work himself. He also has some additional financial assistance from his partner, Jean Norton, who will also be living with him. It should be noted that the buyer offered to pay slightly above the asking price for the property.





Interior Photos



RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 35 OAK STREET (SECTION 25, BLOCK 2, LOT 5)
AT PRIVATE SALE TO PEDRO HINOSTROZA FOR THE AMOUNT OF \$60,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 35 Oak Street, being more accurately described as Section 25, Block 2, Lot 5, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager/Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 28, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
35 Oak Street	25 - 2 - 5	Pedro Hinostroza	\$60,000.00

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

Terms and Conditions Sale

35 Oak Street, City of Newburgh (SBL: 25-2-5)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2018-2019, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has

no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$5,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

Proposal Form

Contact Information:

Name: Pedro Hinostraza
 Business Name (If Applicable): _____
 Address: 7 Curtin Lane
 City, State & Zip: Marlboro, NY 12542
 Home phone: 845-542-7343
 Business Phone: 845-527-6703
 Mobile Phone: 845-527-6703
 E-mail: pedros_condrywall@hotmail.com
 Federal I.D. No. (If Applicable): _____

Property Ownership Information:

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

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

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

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

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

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

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

Individual Property Bid Sheet**Information on Bid Property:**

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

Property Address: 35 Oak Street

S-B-L#: 25-2-5

Type of Project:

☒ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units)

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

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

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: ~~\$ 50000~~ 60,000

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

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

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 40000

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

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

General Contractor:

Architect:

Engineer:

Finances:

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

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

What You Should Attach:

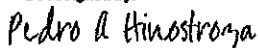
- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

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

INFORMATION RELEASE:

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

DocuSigned by:


A521306D80084E0...
Signature

Pedro A Hinojosa

Date

Print Name 2/22/2019

Submit Application to:

Department of Planning & Development
123 Grand Street, 1st Floor
Newburgh NY 12550



Kerly Scialpi
845.597.4617 direct
845.564.2800 x117 office | 845.564.0700 fax
E-mail: Kscialpi@riverrealty.com

PURCHASE AGREEMENT

Date: 2/22/2019

I (We) PEDRO A HINOSTROZA propose to purchase 35 OAK ST, NEWBURGH, NY owned
by C/NEWBURGH

Terms of the offer as follows:

Purchase Price:	\$60,000
Seller Concession (if applicable)	\$50,000 CASH AS IS
Amount due on contract signing:	-0-
Mortgage Down Payment (LTV _____ %):	\$5,000
Amount due at closing:	\$45,000 \$55,000
Contracts to be signed on or about:	

Closing to be (_____ on or about) or (X _____ on or before): 3/22/2019

Personal Property included in sale: NONE

This sale is contingent upon (X) attorney review of a formal contract, (_____) buyer to perform an engineer inspection within (_____) days, (X) clear title, and as follows: _____

The sale is contingent upon purchaser securing a N/A mortgage commitment in the amount of _____

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with _____ is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of _____ by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

Pedro A Hinostroza KS
Purchaser _____

Seller _____

Purchaser _____

Seller _____

Purchaser Address
7 Curtin Lane, Marlboro, NY

Seller Address _____

Purchaser Phone
Nydia Barham

Seller Phone _____

Purchaser Attorney
_____/_____

Seller Attorney _____

Purchaser Attorney Phone / E-mail _____

Seller Attorney Phone / E-mail: _____

Agent Name: K Scialpi of River Realty Services, Inc.

Listing Agent: _____ of _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Email: _____

Email: _____



117 Executive Drive, Suite 100, New Windsor, NY 12553
297 Mill Street, Poughkeepsie, NY 12601
info@riverrealty.com | www.riverrealty.com



Cross Property Agent Full



MLS#: **4853135** **Active** List Price: **\$69,900**
 Addr: **35 Oak Street**
 PO: **Newburgh** **Orange County**
 City/Town: **Newburgh City** Zip: **12550-4041**
 Village: **None** Hamlet/Loc.:
 Street Type: Avail 4/Lease: **No**

P Type: **Single Family** Type: **Detached**
 Sub/Devel: 55+ Comm: **No**
 Beds: **2** SqFt: **1,113** Acre(s): **0.1033**
 Baths: **2 (2 0)** Rooms: **6** Levels: **2.00**
 Style: **Two Story** Model:
 Wtr Access: PUD: Builders Lot #:

Sch Dist: **Newburgh** Elem: **Magnet**
 Jr High: **Magnet** High: **NFA**
 Attic: **Pull Stairs** Fireplaces:
 Yr Blt: **1921** Yr Reno:
 Cnstrctn: **Frame**

Basement: **Full**
 Addl Fees: **No**
 Addl Fee Des:

Tax ID#: **331100.025.000-0002-005.000/0000**
 Taxes Include:
 Avail Financing:

Tax: **\$5,200** Tax Year: **2018(Municipality)**
 Assmt: **\$104,800** Monthly HOA:
 HOA\$ Inc:

Amenities:

Includes:

Excludes:

Parking: **1 Car Attached**
 Heat Zones/Type: **Hot Water, Steam**
 A/C: **None**
 Hot Water: **Fuel Oil Stand Alone**
 Garbage: **Public**
 Lot Description:

Elec Co:
 Fuel: **Oil Above Ground**
 Water: **Municipal**
 Sewer: **Municipal**
 Siding: **Other/See Remarks**

Public Remarks

Great home on a great street! Rocking chair front porch, hardwood floors throughout and more. Perfect commuter location just 10 minutes to NYS Thruway, Route 84, Newburgh/Beacon Bridge, Metro North Beacon and Stewart International Airport. City of Newburgh owned property. All offers subject to final approval by City Council. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

PURCHASE OFFER ACCEPTED - SHOW FOR BACK UP Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Email form to Showings@riverrealty.com or fax to 845-564-0700. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr:

Access for Show: **Broker**Directions: **WISNER AVENUE NORTH TO LEFT ON OAK STREET, HOUSE IS ON THE LEFT.**

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

Appt Ph 2:
 REO: **No**
 LA Ph: **(845) 564-2800**
 LO Ph: **(845) 564-2800**
 CLA Ph:
 CLO Ph:
 BRA: **0%**
 DOM: **108**
 Org Price: **\$79,900**
 Mod/Excl: **NONE**
 List Dt: **11/20/2018**
 Expire Dt: **05/13/2019**
 Agr Type: **ERS**
 Neg Thru: **Listing Agent**
 \$/SqFt: **\$62.80**
 TOM Dt:
 OM Date:

Prepared By: Joanne Majewski

Date Printed: 03/08/2019

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\$79,900 → \$69,900
2/7/19

Property Address:	35 Oak Lane, Newburgh, NY 12550			
Buyer Name:	Pedro A Hinojosa			
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	04/1/2019	2500	2100	4,600.00
GUTTERS/DOWNSPOUTS	04/1/2019	350	500	850.00
WINDOWS	05/01/2019	3000	2500	5,500.00
DOORS	04/01/2019	800	600	1,400.00
SIDING/TRIM/EXTERIOR PAINTING	05/01/2019	700	2500	3,200.00
FOUNDATION				0.00
STEPS, PORCHES, DECKS	5/1/2019	1500	2300	3,800.00
LANDSCAPING	05/01/2019	500	1200	1,700.00
OTHER:				0.00
EXTERIOR REPAIR SUBTOTAL		9,350.00	11,700.00	21,050.00
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		800	1000	1,800.00
REMEDICATION - LEAD AND/OR ASBESTOS				0.00
HEATING SYSTEM (FURNACES)		2000	1500	3,500.00
HOT WATER HEATERS		1200	700	1,900.00
PLUMBING		500	1000	1,500.00
ELECTRIC		700	1200	1,900.00
BATH(S)				0.00
KITCHEN(S)				0.00
INSULATION/DRYWALL		500	1000	1,500.00
INTERIOR DOORS		800	700	1,500.00
TRIM/INTERIOR PAINTING				0.00
FLOORING		1000		1,000.00
OTHER:				0.00
INTERIOR REPAIR SUBTOTAL		7,500.00	7,100.00	14,600.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				.
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)				.10
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)				39,215.00



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

January 12, 2019 through February 12, 2019

Account Number: [REDACTED]

00134036 DRE 802 219 04419 NNNNNNNNNN 1 000000000 08 0000

PEDRO A HINOSTROZA
7 CURTIN LN
MARLBORO NY 12542-6212

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679



01340360201000000022

CHECKING SUMMARY

Chase Premier Plus Checking

	AMOUNT
Beginning Balance	\$55,706.31
Deposits and Additions	109,008.76
ATM & Debit Card Withdrawals	-7,168.87
Electronic Withdrawals	-27,330.22
Other Withdrawals	-5,000.00
Ending Balance	\$125,215.98
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.91
Interest Paid Year-to-Date	\$1.43

Interest paid in 2018 for account 000000233672506 was \$0.36.

The monthly service fee for this account was waived as an added feature of Chase BusinessSelect Checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
01/14	ATM Check Deposit 01/13 5020 Route 9W Newburgh NY Card 8935	\$1,871.57
01/24	Online Transfer From Chk ...3973 Transaction#: 7874794005	100,000.00
01/28	ATM Check Deposit 01/27 5020 Route 9W Newburgh NY Card 8935	3,743.14
02/04	ATM Check Deposit 02/03 201 Auto Park PI Newburgh NY Card 8935	1,521.57
02/11	ATM Check Deposit 02/11 5020 Route 9W Newburgh NY Card 8935	1,871.57
02/12	Interest Payment	0.91
Total Deposits and Additions		\$109,008.76

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
01/14	Card Purchase 01/10 Valero Upper Saddle Upper Saddle NJ Card 8935	\$42.03
01/14	Card Purchase 01/11 Green Garden Restaurant Newburgh NY Card 8935	10.68
01/14	ATM Withdrawal 01/12 201 Auto Park PI Newburgh NY Card 8935	1,600.00
01/14	Card Purchase 01/13 Twc*Time Warner Nyc 718-358-0900 NY Card 8935	176.29
01/14	Card Purchase With Pin 01/12 Office Depot 00 1401 R Newburgh NY Card 8935	17.29
01/14	Card Purchase 01/13 Crystal Run-Thanks Cedar.Com NY Card 8935	208.00

Purchase Proposal Summary

Location: 35 Oak Street (south side between Wisner Avenue and Fowler Avenue)

Tax Map Number: 25-2-5

Property Class: 210—One Family Residential

Zoning: RL—Residential Low Density

Description: Detached single family home—Year built: 1921; 1113sf; 2 bedrooms; lot size: 30 x 150

Condition: Fair

Assessed Value: \$ 104,800

Annual Taxes: \$ 5,203+/-

Selling Price: \$ 69,900

The city acquired this property: August 2018

Offer Information:

Name: Pedro Hinostrroza

Offer Price: **\$ 60,000**

Construction Estimate: \$ 40,000 +/-

Proof of Financing: J.P. Morgan Chase account

Comments: This house has been vacant for the past few years. Some repairs are needed to make it livable and appealing.

The broker first listed the property for sale for \$79,900 in November of 2018. According to our listing policy, the house was open to offers **only** from owner-occupant purchasers for the first 30 days. Because of the time of year when it was listed, the 30-day period was extended for an additional 30 days. The City had hoped to get an owner-occupant purchaser, but no owner-occupant purchasers came forward. Upon the broker's recommendation, the list price was reduced in early February to \$69,900. After the price reduction, Mr. Hinostrroza placed an initial offer on the property of \$50,000; the offer was countered by the City; Mr. Hinostrroza increased his offer to \$60,000.

The purchaser lives nearby in the Town of Marlborough. His goal is to refurbish the house and sell it to an owner-occupant purchaser.





Interior Photos



RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH
FOR THE SUMMER OF 2019**

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh wishes to apply for 12 youth participants; and

WHEREAS, the City of Newburgh Recreation Department and the Department of Planning and Development have expressed an interest in using this program to provide summer jobs for young people and service to the City of Newburgh; and

WHEREAS, this Council finds that entering into the attached agreement with Orange County 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 the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City of Newburgh for the Summer of 2019.

Miller, Tara

From: Raymond, Michael <MRaymond@orangecountygov.com>
Sent: Monday, March 11, 2019 11:05 AM
To: cathysquillini@gmail.com; tynisawoody_brc@hotmail.com; felicitacolon-cordero@bgcnny.org; rhea@groundworkhv.org; info@newburgharmory.org; ljackson@newburghhousingauthority.org; horayford@newburghhousingauthority.org; Heiferman, Mary; Turk, Angela; james.Higgins@ouboces.org; lifeafterschool@gmail.com; wallkillriverschool@gmail.com; amy.Louis@ecsdn.org; lauren.durr@ecsdn.org; mhabeck@pinebushschools.org; cbrinkerhoff@Middletown-ny.com; bmanigo@rcs.org; udara@braesidecamp.org; lori.charitable@sunyorange.edu; Wilson, Rachel; Bark, Michael; larry.gotham@ouboces.org; d.ragni@townofcrawford.org; salemay@slchospital.org; cbabcock@necsd.net; Thomas, Chuck; barlequeew@rcs.org; mmclymore@necsd.net; sdixon@necsd.net; stello-projectlife@Verizon.net; CGriffinDePaolis@foodbankofhudsonvalley.org; tmartin@foodbankofhudsonvalley.org; Stanton, Derrick; Wilson, Maritza; rick.vanwagenen@nysed.gov; Marcy.Latella@msmc.edu; Wilson, Maritza; Miller, Tara; amccarey@middletown-ny.com; Gail.Sullivan@ocfs.ny.gov; Richards, Randy; Mamoores@use.SALVATIONARMY.ORG; d.ragni@townofcrawford.org; fmkkm5@frontiernet.net; avelez@necsd.net; FMKKM5@FRONTIERNET.NET; Joseph DeStefano; dareshaniedarpino@bgcnny.org
Subject: Summer Youth Worksite Application
Attachments: 2019 Summer Youth Worksite Application.doc

Good morning,

My name is Michael Raymond and I am the new Youth Service Coordinator with Orange County Employment & Training. I wanted to share our Worksite application for this summer's 2019 Summer Youth Employment Program. If you have any questions in regards to the application or program itself please feel free to call me or e-mail me. My contact information can be found below. I look forward to hearing from you!

Kind Regards,

Michael D. Raymond
Youth Service Coordinator
O.C. Employment & Training Administration
18 Seward Avenue, 1st Floor
Middletown, NY 10940
P: (845) 360-0329 F: (845) 360-9303
mraymond@co.orange.ny.us

This message has been scanned for malware.



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob
Director

Steven M. Neuhaus
County Executive

18 Seward Ave, 1st Floor
Middletown, NY 10940
TEL: (845) 360-0329 FAX: (845) 360-9303
E-MAIL: eta@co.orange.ny.us
www.orangecountygov.com

Mary DeFreitas, Chair
Workforce Development Board

TO: Prospective Summer Youth Employment Program Worksites
FROM: Michael Raymond, Youth Services Coordinator
DATE: March 7th, 2019

RE: 2019 SUMMER YOUTH EMPLOYMENT & TRAINING PROGRAM WORKSITE APPLICATION

Applications can be downloaded at www.orangecountygov.com/eta
Click on Application for Worksites

The Orange County Employment & Training Administration (OCETA) operates a state-funded Summer Youth Employment Program (SYEP) for economically disadvantaged youth between the ages of 14 and 20. The SYEP provides youth with 5 weeks of paid employment up to 30 hours per week. **OCETA pays youth participants at minimum wage.**

We are in the process of planning for the 2019 Summer Youth Employment Program (SYEP). The program tentatively will run from July 1st through August 2nd. The participants will go through an orientation before the Summer Youth Program. They will then continue their employment at their perspective worksite.

As in years past the funding for this program is uncertain. However, we are moving forward with anticipation that funding will be forthcoming. If you are interested in serving as a worksite, please complete and return the application by **April 26th, 2019 by either:**

Fax to Michael Raymond at (845) 360-9303 or email mraymond@orangecountygov.com

Worksites are selected based on a commitment to provide a learning-enriched employment experience for young workers. Please be advised that all *summer youth participants are insured by the Orange County for worker compensation coverage.*

After you have completed and returned your application. We will contact you to schedule a worksite orientation. At the orientation a contract will be completed. If you have any questions please feel free to contact me at (845) 360-0329.

We hope to work with you this summer. Thank you in advance for your willingness to guide and nurture the County's developing workforce.

Michael Raymond
Employment & Training Administration
18 Seward Ave, 1st Floor
Middletown, NY 10940



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob
Director

Steven M. Neuhaus
County Executive

Mary DeFreitas, Chair
Workforce Development Board

18 Seward Ave, 1st Floor
Middletown, NY 10940
TEL: (845) 360-0329 FAX: (845) 360-9303
E-MAIL: eta@co.orange.ny.us
www.orangecountygov.com

Summer Youth Employment Program Worksite Application 2019

Agency's Legal Name _____

Address _____

Phone Number _____ Fax _____ E-Mail _____

Proposal Prepared By: _____

Person to Contact (if different than above) _____

Phone Number _____ Fax _____ E-Mail _____

Summer Contact Person: _____

Phone Number _____ Fax _____ E-Mail _____

Total Number of Positions Requested _____

IMPORTANT INFORMATION

- *Participants can only work up to 30 hours per week (excluding lunch).*
- *Based on NY State Labor Laws participants can take half hour or one hour of unpaid lunch.*
- *Participants cannot work more than 6 hours per day.*
- *Participants can work from 8:30AM to 5:00PM, Monday through Friday (NO WEEKENDS).*
- *Participants cannot participate in any recreational field trips.*

Summer Youth Application 2019

1. Will your agency be able to accommodate youth participating in the program who must work less than 30 hours per week?

Yes

No

2. If applicable, how does the worksite plan to accomodate youth during inclement weather?

3. Does your agency require youth participants to meet any specific qualifications in order to perform Work duties? (Please keep in mind program participants have little or no work experience)

Yes

No

If yes, please explain:

4. Does your agency require to pre-screen program prior to program start up?

Yes

No

If yes, please explain:

5. **JOB DESCRIPTION:** Provide a job description for each position you are requesting. Please be specific about the tasks the participant(s) will be responsible for. If more space is needed, please attach separate sheets.

1. **JOB TITLE**

Number of Positions
Requested

Hours of Work

Days of Work

Supervisor's Name

Phone Number

Address (If different from above)

JOB DESCRIPTION:

2.	JOB TITLE	Number of Positions Requested
	_____	_____
	Hours of Work	Days of Work
	_____	_____
	Supervisor's Name	Phone Number
	_____	_____
	Address (If different from above)	_____

JOB DESCRIPTION:

3.	JOB TITLE	Number of Positions Requested
	_____	_____
	Hours of Work	Days of Work
	_____	_____
	Supervisor's Name	Phone Number
	_____	_____
	Address (If different from above)	_____

JOB DESCRIPTION:

4.	JOB TITLE	Number of Positions Requested
	_____	_____
	Hours of Work	Days of Work
	_____	_____
	Supervisor's Name	Phone Number
	_____	_____
	Address (If different from above)	_____

JOB DESCRIPTION:

5.	JOB TITLE	_____	Number of Positions Requested	_____
	Hours of Work	_____	Days of Work	_____
	Supervisor's Name	_____	Phone Number	_____
	Address (If different from above)		_____	
	JOB DESCRIPTION:		_____	

6.	JOB TITLE	_____	Number of Positions Requested	_____
	Hours of Work	_____	Days of Work	_____
	Supervisor's Name	_____	Phone Number	_____
	Address (If different from above)		_____	
	JOB DESCRIPTION:		_____	

Check the following statements accordingly:

YES

NO

1. Can your agency provide transportation for SYEP participants? _____
2. Agency is a bona fide non-profit organization operating on a Year Round basis with verification of tax exempt status? _____
3. SYEP participants must have a supervisory ratio of 12:1. The number of regular employees plus program participants equals this ratio. _____
4. Work location is large enough to accommodate both staff and the number of participants requested. _____
5. Sheltered facilities are available in the event of inclement weather. _____
6. Is your worksite(s) free from hazardous conditions? _____
7. Location has all the equipment and supplies necessary for youth to perform work activities. _____
8. Work activities proposed are sufficient to employ each youth working 30 hours per week. _____
9. Has your agency previously participated in the SYEP? _____

If yes, when? _____

PLEASE NOTE

The program is scheduled to run from July 1st, 2019 to August 2nd, 2019.

The following criteria must be met **BEFORE** the program's inception:

- All work locations must be inspected and monitored by the SYEP staff.
- Worksite must complete worksite agreement with SYEP staff.
- Worksite supervisors or support staff **must** attend the worksite orientation provided by SYEP staff prior to program start up. This orientation will take place at your worksite.

**SUMMER YOUTH EMPLOYMENT PROGRAM
WORKSITE AGREEMENT**

Worksite# _____

Worksite Name: City of Newburgh

Allotted Slots: 11

This Summer Youth Employment Program Worksite Agreement ("**Agreement**") is entered into as of this 2 day of July, 2018, by and between the County of Orange ("**County**"), a municipal corporation, by and through its Employment & Training Administration ("**ETA**"), with its principal offices located at 18 Seward Avenue, Middletown New York ") and

City of Newburgh located at
83 Broadway, Newburgh, NY 12550 ("**Worksite**").

The Worksite shall implement the Summer Youth Employment Program ("**SYEP**") in accordance with the provision of this Agreement commencing July 2, 2018 and ending close of business on August 3, 2018 unless extended, in writing, by the mutual agreement of the parties hereto ("**Term**").

This Agreement includes the following incorporated attachments:

- Schedule A – Worksite Supervisor(s)
- Schedule B – SYEP Participant Job Duties
- Schedule C – Secretary of the US Department of Labor SCANS Criteria.

In addition, ETA shall deliver to Worksite a copy of the New York State Department of Labor Child Labor Laws, which are incorporated into this Agreement by reference.

Worksite has requested, and the County will place, SYEP youth participants ("**SYEP Participants**") for meaningful work experience employment with the Worksite.

The terms and conditions of the SYEP Participant placements are as follows:

I. COUNTY RESPONSIBILITIES

County, by and through its ETA, shall:

- A. Monitor and evaluate SYEP Participants assigned to Worksite.
- B. Monitor Worksite to determine its compliance with the terms and conditions of this Agreement, and recommend any corrective action necessary to continue this Agreement.

- C. Pay the wages of SYEP Participants assigned to Worksite and maintain all earnings, social security, and tax records related thereto.
- D. Procure and maintain Worker's Compensation coverage for SYEP Participants.
- E. Have no liability under this Agreement to Worksite, any SYEP Participant, or anyone else beyond the funds appropriated and available for this Agreement. This Agreement is made subject to and limited by the County's receipt of federal funds sufficient to sustain a county-wide program SYEP. County does not assume any financial responsibility to sustain a SYEP Participant in the event federal funds are not available.

II. WORKSITE RESPONSIBILITIES

Worksite shall:

- A. Specify any and all supervisors who may have signatory authority for SYEP Participant's timesheets in Schedule A.
- B. Provide 11 jobs for SYEP Participants during the Term, which jobs shall be in accordance with the statement of duties specified in Schedule B.
- C. Neither ask for, nor accept any monetary consideration for providing the services described herein.
- D. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other applicable New York State and federal statutory, regulatory and constitutional non-discrimination provisions, including, but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), all as may be as amended, Worksite will not discriminate against any SYEP Participant because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
- E. Ensure that the work experience of SYEP Participants is in accordance with the program objectives of the SYEP, which, among other things, is to provide youth with a real work experience that will enhance their skills, as outlined in Schedule C, and foster the development of good work habits.
- F. Ensure a safe and healthy work environment for SYEP Participants.
- G. Take all necessary measures to provide skill training wherever possible and, to the maximum extent practicable, contribute to the occupational development, upward mobility, and employability of the SYEP Participants. Worksite acknowledges that most SYEP Participants are unskilled.

- H. Provide sufficient work to occupy the SYEP Participants during work hours and sufficient equipment and/or materials to enable SYEP Participants to carry out the work assignments.
- I. Provide full-time adult supervision of assigned SYEP Participants ensuring that there is at least one adult supervisor for every twelve (12) SYEP Participants.
- J. Maintain adequate attendance records in accordance with "Participant Time and Attendance Procedures" as established by ETA. Timesheets must be signed by both the Worksite supervisor and the SYEP Participant.
- K. Send all supervisors of SYEP Participants to participate in a brief Supervisor's Orientation at a time and location scheduled by ETA.
- L. Provide ETA staff with a written schedule of work hours for each SYEP Participant, which schedule(s) are hereby incorporated into this Agreement by reference.
- M. Notify ETA immediately of any injury and/or accident involving a participant and, for other than injuries and/or accidents, report to ETA any incidents or problems encountered by SYEP Participants and advise ETA of SYEP Participant who could benefit from special counseling as soon as practicable, given the severity of the incident or problem.
- N. Comply with all applicable New York State and Federal child labor laws, rules and regulations, including, but not limited to, the Workforce Investment Act of 1998 and regulations promulgated thereunder ("WIOA"), all as may be amended.
- O. Grant authorized ETA staff, representatives of the Local Workforce Investment Board, and representatives of any State or Federal agencies administering funds under WIOA, at all reasonable times, access to and the right to visit, unannounced, Worksite locations to monitor the service provided by Worksite under this Agreement.
- P. Comply with Federal and New York State laws, rules and regulations prohibiting sectarian, partisan or religious services, counseling, proselytizing instruction, or influence to SYEP Participants. WIOA funds shall not be used for the promotion of any religious activity or utilized for any religious purposes. The County retains the exclusive right and authority to determine whether or not the Worksite is, and remains, in compliance with this provision.
- Q. By its signature below, Worksite hereby acknowledges that if it is negligent in carrying out the terms and conditions of this Agreement, it may not be used in the SYEP at a future date, and/or will be held financially responsible for costs deemed illegal by auditors or monitors. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded County, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

III. GENERAL PROVISIONS

- A. Termination. The County may, by written notice to Worksite effective immediately, terminate this Agreement in whole, or in part, or remove any SYEP Participant from any Worksite location, at any time (1) for the County's convenience; (2) upon the failure of Worksite to comply with the terms or conditions of this Agreement or any federal, state or local law, rule or regulation, including WIOA; (3) in the event the federal funds supporting the SYEP are discontinued; or (4) upon bankruptcy, insolvency or closure of Worksite.
- B. Independent Contractor. In performing the services under this Agreement Worksite shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. In accordance with such status as an independent contractor, Worksite covenants and agrees that neither it nor its employees or agent will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- C. Subcontracting/Assignment. Worksite shall not assign any of its rights, interest, or obligations under this Agreement, or subcontract any of the services to be performed by it under this Agreement. Worksite shall not reassign SYEP Participants to another Worksite location without the written permission of ETA.
- D. Pay-to Play. Pursuant to Section 10 of the County's "**Pay-to-Play Local Law**", (Local Law No. 13 of 2013, as amended) the regulatory and penalty provisions of the Pay-to-Play Local Law are incorporated by reference. A copy of the law may be requested from County's Department of General Services.
- E. Indemnification.
1. To the fullest extent permitted by law, Worksite shall defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the services performed and/or goods provided pursuant to this Agreement by Worksite or its officers, directors, members, partners, employees, SYEP Participants, contractors, agents, assignees or other representatives.
 2. Without limiting the foregoing, to the fullest extent permitted by law, Worksite specifically agrees to defend, indemnify and hold County harmless against claims, including claims by Worksite's customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of, directly or indirectly, the services performed and/or goods provided by Worksite its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives pursuant to this Agreement.

3. In the event that any claim is made or any action is brought against County arising out of, in connection with or otherwise relating to this Agreement either within or without the scope of Worksite's duties, obligations or applicable industry standards, or those of any of Worksite's respective officers, directors, partners, members, employees, contractors, agents, or other representative's; then County shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the claims, liabilities, expenses, costs, losses, damages or causes of action. This remedy, if effected, shall not constitute the sole or exclusive remedy afforded County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

F. General Release. The acceptance by Worksite or its assignees of the final payment under this Agreement (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Worksite arising out of the performance of this Agreement.

G. Set-Off Rights.

1. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Worksite:
 - a. under this Agreement;
 - b. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or
 - c. from County by operation of law.
2. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.
3. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded the County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

H. Disputes. Except as otherwise provided by this Agreement, any dispute concerning this Agreement, which is not disposed of by the mutual consent of the parties hereto, shall be decided by the ETA or by its duly authorized representative for final resolution. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the County Executive, or his or her designee, but must instead only be heard in the Supreme Court of the State of

New York, with venue in Orange County or, if appropriate, in the federal District Court with venue in the Southern District of New York, White Plains division.

- I. Modification. County reserves the right to update or change the provisions of this Agreement as conditions require, including, but not limited to for compliance with New York State or Federal laws or regulations. All modifications to this Agreement shall be in writing and executed by both parties. If Worksite does not agree to a modification necessary for compliance with New York State or Federal laws or regulations, this Agreement shall be deemed terminated, as of the date compliance with the subject law or regulation is required.
- J. Governing Law. This Agreement shall be governed by the laws of the State of New York, without giving effect to choice of law provisions. Worksite shall render all services under this Agreement in accordance with applicable provisions of all Federal, New York State and Local laws, rules and regulations as are in effect at the time services are rendered.
- K. Business Authorization and Registration; Service of Process. Worksite shall be properly authorized and registered to do business as required by the laws of the state of New York applicable to Worksite's business entity type. Regardless of the propriety or legality of Worksite's business authorization and registration status, as a condition of contract, Worksite shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Worksite consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Worksite's actual receipt of process, or upon County's receipt of the return by the United States Postal Service as refused or undeliverable. Worksite shall immediately notify County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by County to the last known address shall be sufficient.
- L. Notice.
 - 1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. via certified or registered United States mail, return receipt requested;
 - b. by personal delivery;
 - c. by overnight delivery service with a nationally recognized carrier (e.g. FedEx, UPS); or
 - 2. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution. Notices shall be addressed as follows or to such different addresses as the parties may from time to time designate in accordance with subdivision 4 below:

County

Name: Orange County Employment & Training Administration

Title: Stephen Knob, Director

Address: 18 Seward Avenue, Middletown, NY 10940

Phone Number: (845) 346-3630

Worksite

Name: City of Newburgh

Title: Deidre Glenn, Director of Planning and Development

Address: 83 Broadway, Newburgh, NY 12550

Phone Number: (845) 569-7383

3. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein.
4. The parties may, from time to time, specify any new or different contact person or address in the United States as their address for purpose of receiving notice by notifying County, in writing, via registered or certified mail, return receipt requested, of each change.

M. Binding Effect.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

N. Severability.

If any part, term or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the remainder of this Agreement shall be interpreted so as to carry out the intent of the parties in an equitable manner.

Q. Compliance.

1. Worksite and its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives shall at all times comply with all applicable New York state and federal laws and regulations in the performance of this Agreement.
2. Worksite understands that it may be necessary for County to submit to governmental agencies or to a court of law part of or all of the data, analyses and/or conclusions developed in the performance of the Scope of Work as well as certification, payment applications or other documentation certified and/or signed by Worksite or its officers,

directors, partners, members, employees, contractors, agents, assignees or other representatives. Worksite is aware that there are significant state and/or federal civil and criminal penalties for submitting false information, including the possibility of fines and imprisonment. Worksite is responsible for such penalties resulting from false information submitted by Worksite or its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives and shall, to the fullest extent permitted by law, defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the submission of any false information by Worksite or its subcontractors.

R. Waiver.

No covenant, condition or undertaking contained in this Agreement may be waived except by the written agreement of the parties. Forbearance or indulgence in any form by either party in regard to any covenant, condition or undertaking to be kept or performed by the other party shall not constitute a waiver thereof and, until complete satisfaction or performance of all such covenants, conditions and undertakings, the other party may be entitled to invoke any remedy available under this Agreement, despite any such forbearance or indulgence.

S. Entire Agreement.

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior representations, agreements and understandings, written or oral.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date(s) below written:

WORKSITE



Signature of Authorized Official
Per Resolution 80-2018

City Manager
Title

Michael G. Ciaravino

Print Name

APR 10 2018

Date

COUNTY OF ORANGE

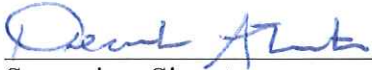
Steven M. Neuhaus
County Executive

Date

SCHEDULE A – WORKSITE SUPERVISOR(S)

If any representative of the Worksite, other than the signatory of this Agreement will be signing youth timesheets for the Worksite, please have each supervisor sign below and specify their Worksite:

1.  Tara Miller 4/4/2018
Supervisor Signature Print Name Date
Planning & Development, 173 Grand St, Newburgh, NY
Worksite Location

2.  Derrick Stanton 4/4/2018
Supervisor Signature Print Name Date
Recreation Director, 401 Washington Street Newburgh, NY
Worksite Location

3. _____
Supervisor Signature Print Name Date

Worksite Location

4. _____
Supervisor Signature Print Name Date

Worksite Location

5. _____
Supervisor Signature Print Name Date

Worksite Location

SCHEDULE B – SYEP Participant Job Duties

Office Clerk:

Basic Office Practice: Computer Skills, Filing, Typing, Answer Phones, etc.

Junior Camp Counselor:

Under the direction of the Camp Director, the Junior Camp Counselor is responsible for the direct supervision of camp participants in a seasonal camp setting. Maintain positive relationships with parent and other staff. Performs other duties as assigned.

Camp – Swimming Pool Aide:

This position is responsible for performing a variety of roles as needed at the swimming pool facility including cashier, concession worker, top-of slide attendant and errand runner.

SCHEDULE C – Secretary of the US Department of Labor SCANS Criteria

THE SECRETARY’S COMMISSION ON ACHIEVING NECESSARY SKILL (SCANS)

What skills will prepare our youth to participate in the modern workplace? What skill levels do entry-level jobs require? In 1990, the Secretary of the Department of Labor, established the Secretary’s Commission on Achieving Necessary Skill (SCANS)

WHAT ARE WORKPLACE SKILLS?

To find meaningful work, youth need to master certain workplace skill, SCANS calls these essential “foundation skill” and “competencies”.

Workers use foundation skills-academic and behavioral characteristics-to build competencies on.

Foundation skills fall into three domains:

- **Basic Skill**-reading, writing, speaking, listening, and knowing arithmetic and mathematical concept;
- **Thinking Skills**-reasoning, making decisions, thinking creatively, solving problems, seeing things in the mind’s eye and knowing how to learn; and
- **Personal Qualities**-responsibility, self-esteem, sociability, self-management, integrity and honesty.

Competencies, however, more closely relate to what people actually do at work. The competencies the SCANS has identified fall into five domains:

- **Resources** - identifying, organizing, planning, and allocating time, money, materials, and workers
- **Interpersonal Skills** - negotiating, exercising leadership, working with diversity, teaching others new skills, serving clients and customers, and participating as a team member.
- **Information Skill** - using computer to process information and acquiring and evaluating, organizing, and maintaining, and interpreting and communicating information
- **Systems Skill** - understanding systems, monitoring and correcting system performance, and improving and designing systems; and
- **Technology Utilization Skills** - selecting technology, applying technology to a task, and maintaining and troubleshooting technology

RESOLUTION NO., 80 - 2018

OF

MARCH 26, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH
FOR THE SUMMER OF 2018

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh wishes to apply for 11 youth participants; and

WHEREAS, the City of Newburgh Recreation Department and the Department of Planning and Development have expressed an interest in using this program to provide summer jobs for young people and service to the City of Newburgh; and

WHEREAS, this Council finds that entering into the attached agreement with Orange County 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 City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City of Newburgh for the Summer of 2018.

I, Lorena Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held March 26, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 27 day of March, 2018

City Clerk

RESOLUTION NO.:_____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES
UNDER THE GUN INVOLVED VIOLENCE ELIMINATION (“GIVE”) PARTNERSHIP
TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH
TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION
IN AN AMOUNT NOT TO EXCEED \$430,000.00
WITH NO CITY MATCH FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020**

WHEREAS, the City of Newburgh wishes to apply for and accept a Grant Award in an amount not to exceed \$430,000.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination (“GIVE”) Partnership; and

WHEREAS, the GIVE Grant Program provides funding to the the City of Newburgh for the Group Violence Intervention and Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position and a field intelligence officer position and partially fund an investigator position; and

WHEREAS, the Program funding shall be for New York State fiscal year beginning July 1, 2019 and ending June 30, 2020; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

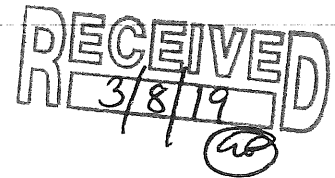
WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he hereby is authorized to apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination (“GIVE”) Partnership, in an amount not to exceed \$430,000.00 with no City match required for New York State Fiscal Year beginning July 1, 2019 and ending June 30, 2020, to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



City of Newburgh

GRANT APPLICATION FORM



Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: 2019-2020 Gun Involved Violence Elimination (GIVE) Initiative	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Doug Solomon Chief of Police
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS Division of Criminal Justice	GRANT SUBMITTAL DATE: March 4, 2019	AMOUNT OF AWARD: \$430,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) NO	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: NONE	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project: The GIVE Grant Program provides funding to the City of Newburgh for the Group Violence Intervention and Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position, a field intelligence officer position and partially fund an investigator position

Project Timeline: (ex. Dates) Funding will cover the period of July 1, 2019 until June 30, 2020.

SECTION B. FOR REVIEW BY CITY COMPTROLLER

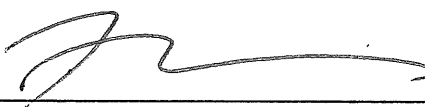
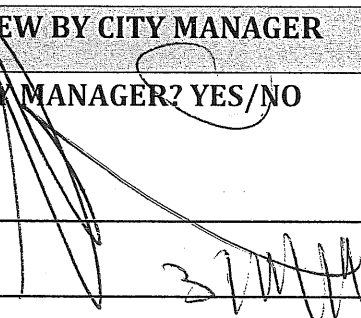
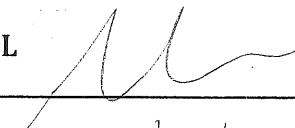
GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:



City of Newburgh

GRANT APPLICATION FORM

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO
COMMENTS:
STAFFING ISSUES REVIEWED? YES/NO:
COMMENTS:
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO
CITY COMPTROLLER SIGNATURE: 
DATE: <u>3/18/19</u>
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: <u>3/18/19</u>
SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO
CORPORATION COUNSEL SIGNATURE: 
DATE: <u>3/12/19</u>



City of Newburgh

GRANT APPLICATION FORM

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

Resolution for 3/21/19 W.S. + 3/25/19 Council meeting



**Division of Criminal
Justice Services**

2019-20
Gun Involved Violence Elimination (GIVE)
Comprehensive Plan Proposal
Guidance Document and Funding Requirements
Parts I and II

Important Information and Dates:

Award Notice and GIVE Comprehensive Plan Proposal Released	Monday, March 4, 2019
Webinar for Grantees	Tuesday, March 12, 2019 at 10:00am
GIVE Comprehensive Plan Proposal Due	Monday, April 8, 2019
GIVE 2019-20 Contract Cycle	July 1, 2019 through June 30, 2020

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APPENDICES

- Appendix: Grantee Webinar for 2019-20 GIVE Comprehensive Plan Proposals Information and Instruction
- Appendix: 2019-20 Eligible Agencies
- Appendix: GIVE Contract Specific Requirements
- Appendix: Evidence – Based Policing Resources
- Appendix: Key Element Tools
- Appendix: Aggravated Assault Resources
- Appendix: Criminal Justice Knowledge Bank

Appendix: Data Documents

- a) Shooting Related Violence – GIVE Eligible Jurisdictions (January 2016-November 2018)
- b) Shooting Incidents Involving Injury by GIVE Jurisdictions (2009 – 2018)
- c) Firearm Activity Reports (2013 – 2018)
- d) Aggravated Assault Crime Data

ATTACHMENTS

- Attachment 1) GIVE Tracker – Used for GIVE-funded overtime details**
- Attachment 2) GIVE Initiative Budget Worksheet**

2019-20 Gun Involved Violence Elimination (GIVE) Comprehensive Plan Proposal Guidance Document and Funding Requirements Parts I and II

INTRODUCTION

In 2014, DCJS conducted an in-depth analysis of crime data in New York State, and found that while most crime had decreased significantly since 2004, shooting homicides had increased 6%. That data, coupled with the significant economic, social and personal consequences that result from shooting deaths, prompted DCJS to prioritize statewide efforts to reduce shootings and aggravated assaults in the effected jurisdictions. First implemented in July 2014, the Gun Involved Violence Elimination (GIVE) Initiative is a key component of New York's shooting and homicide reduction strategy. GIVE is an evidence-based initiative involving the integrated efforts of the key criminal justice agencies and support services organizations in each funded jurisdiction. These efforts must be focused on the four core elements of GIVE: People, Places, Alignment and Engagement.

A. FUNDING ELIGIBILITY AND INFORMATION FOR GIVE 2019-20

Subject to available appropriation in the enacted New York State SFY 2019-20 Budget, approximately \$13.3 million dollars will be made available to support the statewide 2019-20 GIVE grant awards.

As an existing GIVE jurisdiction, you are eligible to receive an award no greater than the amount included in your award letter. Each jurisdiction's award amount is based on the three-year, average rankings of specific gun crimes – violent crime by firearm, shooting incidents involving injury, and homicides by firearm – and prior adherence and compliance with GIVE program guidelines. See [Appendix: 2019 -2020 GIVE Eligible Agencies](#).

Instead of issuing a competitive Request for Applications (RFA) for the 2019-20 funding, DCJS is requiring existing GIVE jurisdictions to submit answers to comprehensive questions located in Part II of this package. The responses will make up a GIVE Comprehensive Plan, and funding is conditional of DCJS' approval of the plan.

Complete GIVE Comprehensive Plan proposals must be submitted to DCJS via email at GIVE@dcjs.ny.gov no later than noon on April 8, 2019.

A GIVE Comprehensive Plan proposal must be submitted by the county's GIVE co-chairs, with each participating agency's role clearly delineated and defined. Each GIVE jurisdiction

and its partner agencies will be awarded funding, up to the total amount included in your award notice, based upon the quality and completeness of its proposed GIVE Comprehensive Plan submission.

All funding provided must support program efforts during the contract period. The funding must supplement, not supplant, non-grant funds that would otherwise be available for expenditure on the strategy proposed.

Similar to the RFA proposals submitted by GIVE jurisdictions in past years, responses to questions must describe the approaches and activities that participating agencies will use to combat gun crime and how grant funding will be distributed among agencies participating in the partnership.

This document consists of two parts: Part I provides background and reference information necessary for jurisdictions to compile their GIVE Comprehensive Plan proposals, and Part II includes narrative questions which jurisdictions must answer to delineate the specifics of their proposed GIVE Comprehensive Plan.

Grantees should read Part I thoroughly prior to responding to questions in Part II.

B. SUBMITTING THE GIVE COMPREHENSIVE PLAN PROPOSAL

2019-20 GIVE Comprehensive Plan proposals must be submitted to DCJS no later than noon on April 8, 2019.

DCJS will work with and provide technical support to jurisdictions as they develop their GIVE Comprehensive Plans consistent with the state's evidence-based GIVE strategies. This will be a collaborative process: DCJS encourages all jurisdictions to solicit and take advantage of guidance from agency staff when developing their GIVE Comprehensive Plan proposals.

DCJS reserves the right to approve the final submissions, and will assist the jurisdictions on amending and resubmitting their Plans if needed. **Once final funding determinations are made by DCJS, all participating GIVE agencies will receive formal grant notifications, and the contracting process will begin.**

A webinar on the 2019-20 GIVE Comprehensive Plan proposal development and approval process will be held for all grantees on Tuesday, March 12, 2019 from 10:00 AM to 11:00 AM. Additional information for this webinar can be found in Appendix: *Grantee Webinar for GIVE Comprehensive Plan Proposals*.

Additionally, grantees may contact the DCJS Office of Public Safety via email at GIVE@dcjs.ny.gov for information and assistance in preparing their GIVE Comprehensive Plan Proposals.

The 2019-20 GIVE Comprehensive Plan proposals must include 2019-2020 Memorandum of Understanding(s)/Memorandum of Agreement(s) signed by GIVE partnership members (include justification for any required member signatures not included). Contracts will not be finalized until MOU(s)/MOA(s) are received by DCJS.

Signed *Letters of Support* from participating 2019 - 2020 GIVE partnership members, detailing their support for the jurisdiction's proposed Comprehensive GIVE Plan, must also be included with proposals. Contracts will not be finalized until all Letters of Support are received by DCJS.

The GIVE Comprehensive Plan proposal for your jurisdiction must include detailed narrative answers for each of the questions located in **Part II: Give 2019-20 Comprehensive Plan Proposal Required Questions**, along with requested budgets and narrative justifications from each GIVE partner within the jurisdiction.

Narrative responses to all questions must be submitted as one complete Microsoft Word document, using Arial 11-point font, 1.5-line spacing format. All narrative responses to the questions in Narrative Questions and Answers section, as well as the Budget justification narrative, must be consolidated into a single Word document.

GIVE Comprehensive Plan proposals submitted in alternate formats will not be accepted or reviewed by DCJS. Use of the Portable Document Format (PDF) is NOT acceptable when submitting the narrative responses, however, other types of supporting documentation, e.g., charts and maps developed by crime analysts, may be submitted in PDF format. Do not submit photographs or media articles as part of a proposal. These will not be reviewed or considered by DCJS.

Jurisdictions that do not answer each of the required questions(s) located in Part II: GIVE Comprehensive Plan Proposal Required Questions, or do not adhere to the formatting guidelines above will be contacted by DCJS to revise and resubmit their proposal.

2019-20

Gun Involved Violence Elimination (GIVE)

Comprehensive Plan Proposal

Guidance Document and Funding Requirements

Parts I and II

I. GIVE 2019-20 Guidance and Reference - PART I

A. Program Guidelines

1. SARA (Scanning, Analysis, Response, and Assessment) Model

Informed decision-making through data-driven policing is recognized as the foundation for effective crime reduction strategies. The GIVE initiative is rooted in the Problem-Oriented Policing ([POP](#)) SARA (Scanning, Analysis, Response, and Assessment) Model. DCJS has applied the principles of POP in developing the narrative portions of the GIVE Comprehensive Plan proposal. A link to the POP Key Element Tool can be found [here](#). As indicated above, GIVE Comprehensive Plan proposals must focus specifically on the reduction of shootings and homicides, or aggravated assaults where applicable.

a) Assessment of Previous GIVE Efforts

A critical first step in the development and institutionalization of any crime reduction strategy is an assessment of the strategy's previous effectiveness in achieving the desired outcome.

Assessment requires an understanding of the expected outcomes of the proposed plan and a definition of qualitative and quantitative performance measures to determine whether the expectations were met. Assessment also requires a clear picture of how strategies were expected to be implemented, the fidelity of the actual implementation, and a periodic review of how the strategies can be modified and improved.

Jurisdictions MUST conduct an assessment of their previous GIVE efforts, with emphasis on the 2018-19 GIVE contract period, prior to developing their 2019-20 GIVE Comprehensive Plan Proposals. The Problem-Oriented Policing Key Element Tool has been developed for jurisdictions to utilize for this purpose. See Appendix: *Key Elements Tools* for additional information.

The GIVE Comprehensive Plan proposal should also include each jurisdiction's plan for institutionalization of their evidence-based GIVE strategies throughout the policies and procedures of their agency and/or department. Institutionalization of evidence-based practices is how departments incorporate evidence and research findings into their everyday organizational systems, such as departmental and academy training, patrol, investigations, supervision, and promotion and award and advancement processes.

Question #1 in Part II: GIVE Comprehensive Plan Proposal Questions addresses the required Assessment component of your plan.

b) SCANNING

While DCJS has provided data to be used as a starting point in the scanning of your local crime and community, jurisdictions should consider other data sources to assist in identifying the underlying issues associated with your shooting or aggravated assault problem. This is required in your GIVE Comprehensive Plan Proposal. The DCJS data is available in the following Appendices:

Appendix (a): Shooting Related Violence – GIVE Eligible Jurisdictions. This table provides cumulative 35-month (January 2016 - November 2018) totals showing the number of shooting incidents, individuals killed by gun violence, reported homicides and reported violent crimes involving a firearm in each GIVE jurisdiction.

Appendix (b): Shooting Incidents Involving Injury by Year by GIVE Jurisdiction (2009-2018). This table provides the annual number of shooting incidents involving injury for each of the past ten years. 2018 data is limited to eleven months, January through November.

Appendix (c): Firearm Activity Reports. These jurisdiction specific data pages can be used as an initial step in assessing firearm-related crime trends within a jurisdiction. (Additional more comprehensive local analysis must also be performed). The graphs and data tables present a year-to-date (January – December) comparison between the current reporting year (2018) and the prior reporting year (2017) and shows the 5 Year Average for the same YTD period 2013 through 2018.

Appendix (d): Aggravated Assault Crime Data. Recognizing that the frequency of shooting and homicide events vary among GIVE jurisdictions, and based upon an analysis of crime data submitted by each GIVE police department, DCJS has determined that six jurisdictions; Broome, Chautauqua, Rensselaer, Rockland, and Ulster counties, and the City of Middletown must address the violent crime of Aggravated Assault. The data in this appendix provides annual counts of the number and type of assaults that occurred within these six jurisdictions during 2016, 2017, and January through November 2018.

Questions #2 and 3 in Part II: GIVE Comprehensive Plan Proposal Questions address the required Scanning component of your plan.

c) ANALYSIS

In compiling the GIVE Comprehensive Plan proposals, jurisdictions must conduct three analyses of their communities: a Jurisdiction-wide Analysis, a Place-based Analysis, and a People-based analysis.

Jurisdiction-wide Analysis –Jurisdictions must coordinate with crime analyst(s) or their regional Crime Analysis Center to prepare a comprehensive analysis of shootings and homicides (or aggravated assaults where applicable) that identifies patterns, trends, locations, and “Top Offenders” (including groups) responsible for the majority of shootings and homicides, or aggravated assaults where applicable, in their jurisdiction.

Jurisdictions should retain the final work-products of all analyses conducted with Crime Analysis Center or agency Crime Analyst(s) for inclusion in their GIVE Comprehensive Plan proposals, including: maps of GIVE zone(s), aka hotspot geographic locations.

Jurisdictions should also examine any significant changes to these conditions that may have occurred during the previous GIVE contract periods (which may also be addressed in the narrative submission in the Response Section), and prepare a summary of the significant data points used in their analysis.

Question #4 in Part II: GIVE Comprehensive Plan Proposal Questions addresses the required Jurisdiction-wide Analysis component of your plan.

Place-based Analysis - Jurisdictions are required to undertake a Place-based Analysis of their communities to determine “hot spots,” and must detail the rationale used for such determinations. In doing so, jurisdictions are strongly encouraged to take advantage of technical assistance offered by DCJS and to also use information provided by the Hot-Spots Policing Key Elements Tool (see [Hot-Spots Policing Key Elements Tool](#)). Jurisdictions are required to utilize long-term (3 year or greater) analysis to determine persistent areas of gun violence within the jurisdiction, where the majority of prevention and enforcement efforts regarding the GIVE hot-spots strategy will be concentrated. Jurisdictions’ focused on shooting incidents should delineate specific geographic locations where those efforts will occur, such as Hot-Spots, GIVE zones or POP areas, whereas jurisdictions focused on the crime of aggravated assault should determine whether or not aggravated assaults are clustered in small geographic locations, where hot-spots prevention and enforcement activities could be implemented.

Jurisdictions should retain the final work-products of all analyses conducted with Crime Analysis Center or agency Crime Analyst(s) for inclusion in their GIVE Comprehensive Plan proposals, including: maps of GIVE zone(s) and/or hotspot geographic locations.

Question #5 in Part II: GIVE Comprehensive Plan Proposal Questions addresses the required Place-based Analysis component of your plan.

People-based Analysis: All GIVE jurisdictions, including those that already utilize a top offender list, are required to undertake a People-based Analysis of their communities that designates known “top offenders” in the jurisdiction.

In conducting this analysis, jurisdictions are **required** to use a non-biased, systematic ranking system to designate the top offenders in the jurisdiction, with consideration given to actionable intelligence gathered from crime analysts, field intelligence officers, and other intelligence sources. Jurisdictions are also required to regularly update their “top offenders” reports.

Jurisdictions should retain the final work-products of their analyses conducted with Crime Analysis Center or agency Crime Analyst(s) for inclusion in their GIVE Comprehensive Plan proposals. No identifying information should be included regarding top offenders.

Question #6 in Part II: GIVE Comprehensive Plan Proposal Questions addresses the required People-based Analysis component of your plan.

Alignment with Community Programs and Resources: Jurisdictions are required to align their efforts and activities with other existing resources, programs, and initiatives within their communities that aim to reduce shootings, homicides, and associated violence. Examples of such community based programs and resources include but are not limited to Byrne Criminal Justice Innovation grant recipients, street outreach programs (SNUG), call-in initiatives (Ceasefire), CORE, Project Safe Neighborhoods, youth development, and mentoring programs.

Note: The following GIVE jurisdictions are currently using the SNUG program as part of their overall violent crime reduction strategies: Albany, Wyandanch, Buffalo, Hempstead, Mt. Vernon, Poughkeepsie, Rochester, Syracuse, Troy, and Yonkers. These jurisdictions are required to align their GIVE and SNUG program efforts towards the goal of reducing shootings, and must also comply with the GIVE/SNUG information sharing requirements provided in Appendix: *GIVE Contract Specific Requirements*.

Questions #7 and 8 in Part II: GIVE Comprehensive Plan Proposal Questions addresses this required Alignment component of your plan.

d) RESPONSE COMPONENT OF SARA

After completing the initial Assessment, Scanning and Analysis components of SARA (Scanning, Analysis, Response and Assessment), jurisdictions will be required to develop one comprehensive response that sets forth multiple, integrated evidence-based strategies to reduce shootings and homicides, or aggravated assaults where applicable. These strategies must incorporate all four core elements of GIVE while addressing procedural justice considerations throughout.

Jurisdictions are reminded that Procedural Justice is to be incorporated in all elements of the GIVE Comprehensive Plan proposals. Procedural justice focuses on the way law enforcement interacts with the public, and how these interactions influence crime rates, the public's view of law enforcement, and people's willingness to obey the law. It is not a practice, but a philosophy that promotes organizational change, upholds legitimacy in the community, and enhances officer safety. The four pillars of Procedural Justice are: Fairness, Impartiality, Giving Voice, and Transparency. For more information on Procedural Justice, please reference the strategy summary, [click here](#).

Jurisdictions are required to use integrated evidence-based strategies to respond to the shooting and homicide (or aggravated assault where applicable) problem(s) in their jurisdiction, and those strategies must incorporate all four of the **required GIVE Core Elements into their Comprehensive GIVE Plan proposal responses**. (See below "GIVE Core Elements"). Strategies should be integrated, with each GIVE partner or resource identified during the initial analysis playing a specific role in the comprehensive plan. Jurisdiction must integrate the efforts of crime analysts and Crime Analysis Centers in the development, implementation and institutionalization of their Responses.

Jurisdictions' comprehensive response plans should build on GIVE efforts implemented during past contract periods and consider alternative evidence-based strategies that may enhance the jurisdiction's efforts to reduce and even eliminate gun-involved violence or aggravated assaults, where applicable.

1) GIVE Core Elements

The following four core elements of GIVE must be incorporated into jurisdictions' GIVE Comprehensive Plans:

- i. **People** – The strategy must focus preventative and enforcement efforts on top offenders that have been identified to be responsible for most shootings and homicides, or aggravated assaults where applicable.

- ii. **Places** – The strategy must focus preventative and enforcement efforts in the geographic locations (hot spots) identified in the Scanning and Analysis sections, where most shootings and homicides, or aggravated assaults where applicable, occur.
- iii. **Alignment** – The strategy must describe how partners will coordinate and align all existing resources identified in the Analysis Section in the effort to reduce shootings and homicides, or aggravated assaults where applicable.
- iv. **Engagement** – The strategy must clearly articulate how organized outreach to key stakeholders and the community at large will occur, how the stakeholders and community will be given a voice, and how coordination will occur in a transparent manner that fosters wide-ranging support for violence reduction efforts.

2) Required Evidence-Based Approaches to Response

GIVE Comprehensive Plan proposals must utilize **more than one** of the evidence-based approaches noted below. Jurisdictions will be required to explain in their narrative responses to questions located in Part II how these approaches will be incorporated into their GIVE Comprehensive Plan.

- i. **Hot Spots Policing** – Hot Spots policing strategies focus on small geographic areas or locations, usually in urban centers, where crime is concentrated. Such strategies are based on the understanding that there are settings with significant clusters of crime that generate a large proportion of the total crime reported in the broader community. For more information on this strategy, [click here](#).
- ii. **Crime Prevention Through Environmental Design (CPTED)** – CPTED is based on the principle that proper design and effective use of buildings and public spaces in neighborhoods can lead to a reduction in the fear and incidence of crime, and an improvement in the quality of life. For more information on this strategy, [click here](#).
- iii. **Focused Deterrence** – Focused deterrence strategies allow police to increase the certainty, swiftness, and severity of punishment by directly engaging with known offenders, often group members or those who traffic in illegal drugs, and communicating clear incentives for compliance and consequences for that criminal activity. For more information on this strategy, [click here](#).
- iv. **Street Outreach** – The SNUG Street Outreach program is an evidence-

based, violence reduction initiative that treats gun violence like a disease by identifying its causes and interrupting its transmission. The program identifies high-risk individuals who engage in gun violence; addresses the issues that prompt those individuals to use a gun; and aims to change community norms and attitudes that accept violence as a part of life. The program employs street outreach workers who live in the communities where they work, many of whom had previously been engaged in street-level violence and served terms of incarceration. They are viewed as credible messengers because they have had similar experiences as the youth they aim to help: predominantly, boys and young men who are 14 to 25 years old who are at high-risk for involvement with guns and violence. Street outreach workers respond to shootings to prevent retaliation, help detect conflicts and work to resolve them peacefully before they lead to additional violence; and respond to hospitals to assist family members of those who have been injured or killed. They engage the community, religious organizations and clergy, and local businesses through rallies and special events, and meet with high-risk youth involved with the program to set goals and connect them with assistance to improve their educational and job opportunities. For more information on this strategy, click [HERE](#)

Question #9 in Part II: GIVE Comprehensive Plan Proposal Questions addresses this required Response component of your plan.

3. Key Elements Tools

In developing the overall GIVE Comprehensive Plan proposals, jurisdictions will be required to use Key Elements Tools as a guide to detail how most, if not all, of the key strategy elements for their chosen strategies will be incorporated into their specific jurisdictional response plans.

For example, jurisdictions that plan to utilize Focused Deterrence should address: how the strategy will be supported by a committed governing body; if a specific person will be assigned to coordinate the focused deterrence strategy; whether your agency has a fixed routine in place for the collection and dissemination of intelligence; how you will choose call-in participants; whether the call-ins will be conducted with fidelity to the program model, etc.

Each Key Elements Tool can be found by clicking on the following hyperlink(s), as appropriate:

- [Hot Spots Policing](#)
- [Crime Prevention Through Environmental Design \(CPTED\)](#)

- [Focused Deterrence](#)
- [Street Outreach](#)

Question #10 in Part II: GIVE Comprehensive Plan Proposal Questions addresses the Key Elements component of your plan.

e) Assessment Plan

A critical piece of the development and institutionalization of any crime reduction strategy is an assessment of that strategy's effectiveness in achieving the desired outcome. Assessment requires an understanding of the expected outcomes of the proposed plan and a definition of qualitative and quantitative performance measures to determine whether the expectations were met. Assessment also requires a clear picture of how strategies were expected to be implemented, the fidelity of the actual implementation, and a periodic review of how the strategies can be modified and improved.

During the 2019-20 contract cycle, GIVE jurisdictions will be required to complete GIVE Self-Assessment Tools (SATs). The GIVE SATs have been designed to allow GIVE jurisdictions to evaluate their evidence-based strategy implementation efforts by identifying only those elements most critical to achieving fidelity to the strategy model, and the components of those key elements. The SATs will enable jurisdictions to memorialize the evidence-based work that is critical to the foundation of GIVE as well as ensure the fidelity of the strategies being implemented locally.

The SATs will also serve the purpose of allowing GIVE agencies to fulfill the progress reporting requirements required for participation in this grant funded program. The SATs were developed with input from Subject-Matter-Experts from across the country, as well as internal and external GIVE stake-holders. GIVE agencies will be required to utilize these SATs and report to DCJS using the DCJS Grants Management System (GMS) on a quarterly basis. These SATs will be found in the workplan tab of your contract in GMS. Jurisdictions may use these performance measures from the SATs to satisfy the requirements noted above, but are also encouraged to consider other measures that may assist in the assessment of the local GIVE strategy institutionalization efforts.

Question #12 in Part II: GIVE Comprehensive Plan Proposal Questions addresses the required Assessment Plan component of your plan.

B. 2019-20 GIVE Budget/Funding Guidelines and Requirements

All funding provided must support program efforts during the contract period. The funding must supplement, not supplant, non-grant funds that would otherwise be available for expenditure on the strategy proposed.

All funding requests must relate directly to the proposed GIVE Comprehensive Plan proposal. Funding requests not directly related to the plan will not be granted. Detailed information on allowable programmatic expenses is provided in Section A below.

All proposed budget requests must:

- Align with the strategy proposed;
- Promote and enhance the evidence-based strategies proposed;
- Include specific justification for each budget item and its role in the strategy; and
- Define and justify the role of each funded agency in each element of the overall jurisdiction strategy to reduce shootings and homicides or aggravated assaults where applicable.

State and Federal agencies are **not** eligible to receive GIVE funding, but their participation is strongly encouraged and their roles should be clearly defined by the jurisdiction in your proposal. Jurisdictions are strongly encouraged to engage and collaborate with the New York State Department of Corrections and Community Supervision (DOCCS) and the New York State Police.

1. Allowable GIVE Program Costs

All funding requests must relate directly to the proposed GIVE plan. Funding requests not directly related to the GIVE plan will not be supported. DCJS envisions a collaborative process with our GIVE grantees, and grantees are encouraged to avail themselves of DCJS staff and guidance when developing the budget components of their GIVE Comprehensive Plan proposals.

Grantees may contact the DCJS Office of Public Safety at give@dcjs.ny.gov with questions about the comprehensive GIVE plan development and proposed budgets.

Examples of allowable categories for funding include, but are not limited to, the following:

- a) **Personnel** – All personnel supported through GIVE funding, whether as agency employees or as contractors, must devote their work day, commensurate with the

percentage of salary GIVE supports, to working on the goals and objectives of the GIVE Strategy. Fully funded GIVE positions may not conduct duties unrelated to the GIVE Strategy. Requests for funding that do not clearly justify how the requested positions will support the comprehensive GIVE plan, or the enhancement of crime analysis, will not be considered.

Overtime compensation for non-sworn support or administrative positions, including crime analysts, will not be funded.

- b) Crime Analysts** - Requests to fund crime analysts are strongly encouraged, especially in jurisdictions with resource needs in this discipline. Agencies that utilize more than one analyst to support the GIVE-related work must note the proportion of the allotted GIVE funds that will be designated for each analyst. GIVE-funded crime analysts must obtain DCJS certification as a NYS Crime Analyst. Any newly hired analyst must obtain certification within one year of being hired. A tentative exam is scheduled to be given in the Spring of 2019 for analysts that have not received certification.
- c) Crime Analysis and Intelligence-Led Policing** – As a vital component of all GIVE Initiative strategies, requests for software and other crime analysis tools are acceptable. Jurisdictions are encouraged to explore methods of sharing resources, information, and data at the county, regional and statewide levels that enhance crime analysis and support intelligence-led policing.
- d) Intelligence Development** – Budget requests that will enhance agency field intelligence capacity are acceptable. Requests for overtime funding for intelligence development efforts by sworn law enforcement personnel are acceptable, provided the requests are directly related to the Strategy. Intelligence collection efforts relating to incarcerated individuals, as well as those under community-based supervision, are also acceptable uses of funding.
- e) Enforcement/Investigative Component** – Requests for overtime funding for extra investigative and enforcement operations by sworn law enforcement personnel conducted as part of the Strategy are acceptable, provided the requests are directly related to specific operations and other enforcement efforts of the GIVE Strategy and are clearly articulated in the budget justification. Specific justification must be made as to why the operation cannot be carried out within standard working shifts. No GIVE funding will be provided for “zero-tolerance” overtime details. Relative to enforcement and investigation only, the following three conditions apply:
 - The use of overtime funds for GIVE hot-spot policing details must be focused in the specific GIVE zones located within the city, village or

municipality. These overtime details must be tracked using Attachment #1: *GIVE Tracker* and submitted quarterly to DCJS in GMS with the quarterly progress report.

- The use of overtime funds for investigations focused on increasing clearance rates for non-fatal shootings are acceptable, provided that a 2019-20 GIVE Comprehensive Plan is developed and approved by DCJS.
- To be eligible for support under GIVE, proposed use of overtime must be based on an analysis of the time of year, day(s) of week, and hours of the day when the majority of gun violence, or aggravated assaults where applicable, occurs.

f) Travel and Training Funds – Funding to support travel costs to attend meetings, trainings and conferences sponsored or encouraged by DCJS are acceptable requests. NOTE: When requested, funded personnel and command staff are required to, where applicable, attend DCJS sponsored trainings, meetings and conferences. Appropriate staff are required to make every effort to attend technical assistance training(s) that support the strategies that have been chosen. DCJS intends to host one or two single-day “roundtable” style regional meetings, as well as two or three regional technical assistance offerings and one statewide event held in the Albany area. Agencies are encouraged to plan your funding requests to address any anticipated costs they may incur to attend these meetings as well as any other travel that fosters inter-jurisdictional information sharing, or the advancement of evidence based practices in your jurisdiction.

2. Unallowable Budget Items

GIVE funds may **not** be used to support the following purchases or expenses:

- 1) Vehicles, firearms or conductive energy devices (e.g., Tasers and Stingers)
- 2) General office supplies and equipment
- 3) Fringe benefit costs for overtime expenses
- 4) Air cards, Leads Online or truancy programs
- 5) Support staff not specifically tied to the GIVE strategy
- 6) Traditional “gun buy-back” programs
- 7) Indirect costs expenses for units of local government
- 8) Overtime compensation for non-uniformed support or administrative positions, including overtime for crime analysts and other non-sworn support positions.

3. Budget Restrictions

The following restrictions apply to the GIVE Comprehensive Plan funding requests:

- a) A jurisdiction’s total GIVE Comprehensive Plan funding request (for all participating

agencies in the county) may not exceed the maximum amount specified in the jurisdiction's award notice; and

- b) DCJS reserves the right to approve the final submissions, and will assist the jurisdictions on amending the submitted proposal and budgets if needed.

4. GIVE 2019-20 Budget Worksheet and Budget Narrative

General Instructions - One comprehensive GIVE plan Budget worksheet (a Microsoft Excel document; see Attachment 2: *GIVE Budget Worksheet*) and one complete narrative budget response must be submitted for each jurisdiction requesting funding.

Additional information and instruction is located in the *GIVE Comprehensive Plan Proposal Questions* - Part II. B.

II. 2019-20 GIVE COMPREHENSIVE PLAN PROPOSAL QUESTIONS - PART II

A. Required Narrative Response Questions for the 2019-20 GIVE Comprehensive Plan Proposal

2019-20 GIVE Comprehensive Plan proposals submitted by all jurisdictions must include narrative responses to the following questions describing the approaches and activities that participating agencies will use to combat shootings, or aggravated assaults, where applicable, and detail how grant funding will be distributed among participating agencies. Jurisdictions must use the guidance found in Part I of this document, and all appendices, when developing and describing your answers.

Please answer each question in the sections below when developing your narrative response for the 2019-20 GIVE Comprehensive Plan.

Narrative responses to all questions must be submitted as one complete Microsoft Word document, using Arial 11-point font, 1.5-line spacing format. All narrative responses to the questions in Narrative Questions and Answers section, as well as the Budget justification narrative, must be consolidated into a single Word document. Appropriate headings should be included that indicate which section the question pertains to (i.e. Assessment, Scanning, Analysis, Response (include sub-headings for each strategy chosen), and Assessment Plan).

GIVE Comprehensive Plan proposals submitted in alternate formats will not be accepted or reviewed by DCJS. Use of the Portable Document Format (PDF) is NOT acceptable when submitting the narrative responses, however, other types of supporting documentation, e.g., charts and maps developed by crime analysts, may be submitted in PDF format. Do not submit photographs or media articles as part of a proposal. These will not be reviewed or considered by DCJS.

Jurisdictions that do not answer each of the required questions(s) below, or do not adhere to the formatting guidelines above, will be contacted by DCJS to revise and resubmit their proposal.

Question #1 – Assessment of Previous GIVE Efforts (Not to Exceed 8 Pages)

- ❖ **How have you assessed your previous GIVE-related response(s), and what conclusions did you reach as a result of your assessment?**

Responses should detail how you:

- a) conducted a process assessment to determine whether the plan was implemented as intended;

- b) collected the pre– and post–response qualitative and quantitative data, and include a summary of the results;
- c) determined whether the broad goals and specific objectives initially defined were attained;
- d) identified any new strategies or adaptations to the original strategy needed to augment the original plan; and
- e) conducted repeated assessments to ensure continued effectiveness.

Please refer to Part I: *GIVE 2019-20 Guidance and Reference*, Section A. Assessment of Previous Give Efforts, for additional information.

Questions #2 and #3 - Scanning – (Not to exceed 2 pages)

- ❖ **Question #2 - Has a scanning plan been developed which identifies local problem(s)?**

Responses should address how you:

- a) identified recurring problems that are of concern to the public and police;
- b) identified the consequences of those problems;
- c) prioritized those problems;
- d) confirmed that the problem exists;
- e) determined how frequently the problem occurs and its duration;
- f) selected your crime of focus for closer examination; and
- g) developed goals that address your crime of focus that are specific, measurable, achievable, relevant, and time-bound (e.g., reduce shooting incidents by X% over the GIVE cycle).

- ❖ **Question #3 - Provide a summary of the jurisdictional data that was utilized in the scanning process to substantiate the local problem and subset(s) of the problem you've identified. This should include at least three years of data not provided by DCJS.**

Questions #4, #5 and #6 – Analysis – (Not to Exceed 8 pages)

- ❖ **Question #4 - How you have conducted the jurisdiction-wide analysis of your shootings, or aggravated assaults where applicable, to better understand the underlying factors associated with it?**

Your response should address each of the following Jurisdiction Analysis Components, to demonstrate how you have:

- a) identified and understood the nature of the people and place-based conditions and events that are associated with your shootings or aggravated assaults, where applicable;
- b) researched what is known about your shootings or aggravated assaults, where applicable;
- c) isolated the subset of problems associated with your shootings or aggravated assaults, where applicable, that are to be addressed;
- d) identified a variety of resources that may be of assistance in developing a deeper understanding of your crime of focus;
- e) developed a working hypothesis about why the problem is occurring;
- f) conducted an analysis of your shootings and homicides, or aggravated assaults where applicable;
- g) identified patterns, trends, and locations of shootings and homicides, or aggravated assaults where applicable; and
- h) addressed any changes noted in the patterns, trends, locations, of your shootings and homicides, or aggravated assaults where applicable, during the previous GIVE conducted an analysis of your engagement efforts, specifically focusing on the utilization of the regional Crime Analysis Center/crime analyst, and the collaboration with the local street outreach program, where applicable.

❖ **Question #5 - How you have conducted the Place-Based Analysis of your shootings, or aggravated assaults where applicable, to better understand the underlying factors associated with it?**

When answering this question, please address each of the following Place-Based Analysis Components, to demonstrate how you have:

- a) developed a plan to monitor hot-spot locations; and
- b) plan to use information learned from hot-spot policing technical assistance offerings in the identification of hot-spot location(s) in your jurisdiction;

❖ **Question #6 - How you have conducted the People-based Analysis of your shootings, or aggravated assaults where applicable, to better understand the underlying factors associated with it?**

When answering this question, please address each of the following People-Based Analysis Components, to demonstrate how you have:

- a) developed the criteria used to develop a top offender report; and

- b) developed a plan to monitor top offenders.

Questions # 7 and 8 – Alignment – (Not to exceed 2 pages)

- ❖ **Question #7 - What existing resources (including SNUG if applicable) within your jurisdiction will be leveraged as part of your proposed Comprehensive GIVE Plan?**

Local Alignment: In your response, jurisdictions must examine and summarize other resources, programs, and initiatives that currently exist within their communities that support efforts to reduce shootings, homicides, and associated violence. Examples include but are not limited to Byrne Criminal Justice Innovation grant recipients, street outreach programs (SNUG), call-in initiatives (Ceasefire), CORE, Project Safe Neighborhoods, youth development, and mentoring programs.

- ❖ **Question #8 - How will you align your jurisdiction's GIVE efforts with existing state programs and resources?**

State Alignment: When answering this question, describe how your jurisdiction will coordinate resources and prevention efforts with state agencies, such as the state Department of Corrections and Community Supervision and the New York State Police, in addition to other local programs and resources identified in the Alignment part of your Analysis.

Questions #9(a – e) and 10 - Response Component of the SARA (Scanning, Analysis, Response, and Assessment). (Not to exceed 10 pages)

- ❖ **9a.** Which evidence-based strategies have you chosen to reduce gun-violence (or aggravated assaults where applicable) in your jurisdiction?
- ❖ **9b.** Why have you chosen these evidence-based strategies?
- ❖ **9c.** Explain how you examined what other communities with similar problems have done.
- ❖ **9d.** Explain how you considered the strategies other communities used, as well as other evidence-based interventions, to address the problem.
- ❖ **9e.** Explain how you've incorporated the four Core Elements of GIVE into your strategies.

Question #10 – Key Elements Tool

- ❖ Using the Key Elements Tool provided in [Appendix: Key Element Tools](#), for each evidence-based strategy chosen, describe how most, if not all, of the key strategy elements for the respective strategy will be incorporated within your specific jurisdictional strategy.

For example, jurisdictions that plan to utilize Focused Deterrence should, using the Key Element Tool as a guide, include, but not limit your response to : how the strategy will be supported by a committed governing body; if a specific person will be assigned to coordinate the focused deterrence strategy; whether your agency has a fixed routine in place for the collection and dissemination of intelligence; how you will choose call-in participants; whether the call-ins will be conducted with fidelity to the program model, etc.

Each Key Elements Tool can be found by clicking on the following hyperlink(s), as appropriate:

- [Hot Spots Policing](#)
- [Crime Prevention Through Environmental Design \(CPTED\)](#)
- [Focused Deterrence](#)
- [Street Outreach](#)

Responses should be delineated utilizing sub-headings “Hot-Spots”, “CPTED”, “Focused Deterrence” and “Street Outreach”, as appropriate.

Question # 11 - Institutionalization

- ❖ **How you will institutionalize evidence based practices into your overall agencies policies and procedures?**

When answering this question, describe how each participating agency in your jurisdiction will:

- examine current agency policies and procedures for opportunities to advance evidence-based practices;
- utilize training and educational opportunities to incorporate the use of evidence-based practices within your organization; and
- obtain feedback from all levels within your organization to better inform the continued implementation of evidence-based practices within the agency.

See Part I: GIVE Comprehensive Plan Guidance and Reference, Section A:

Assessment of Previous GIVE Efforts, and also Section IV: Assessment Plan, for additional information when preparing this response.

Question #12 – Assessment Plan

❖ How will you assess your GIVE strategy implementation efforts?

When answering the question, describe how your jurisdiction will:

- a) conduct a process assessment to determine whether the plan was implemented as intended;
- b) collect pre– and post–response qualitative and quantitative data;
- c) determine whether the broad goals and specific objectives initially defined were attained;
- d) identify any new strategies or adaptations needed to augment the original plan; and
- e) conduct ongoing assessments by utilizing the GIVE Self-Assessment Tools (SAT) to ensure continued effectiveness

See Part I: GIVE Guidance and Reference, Section IV: Assessment Plan, for additional information when preparing this response.

B. Required Budget Response for the 2019-20 GIVE Comprehensive Plan Proposal

GIVE 2019-20 Budget Worksheet and Budget Narrative

General Instructions

One comprehensive GIVE plan Budget worksheet (a Microsoft Excel document; see Attachment 2: *GIVE Budget Worksheet*) and one complete narrative budget response must be submitted for each jurisdiction requesting funding.

Using the guidance provided in Part I, Section V (2019-20 GIVE Budget/Funding Guidelines and Requirements) each participating GIVE agency must complete the applicable section of the budget spreadsheet referencing their agency, detailing the specific funding amounts requested to support each of the evidence-based strategy categories listed. Corresponding, appropriate justification must also be provided for each amount requested in the required budget narrative. Any requests for funded personnel/positions must be detailed in the “personnel” section of the budget spreadsheet, including salary and fringe benefit costs.

The detailed budget for the grant period provided must be complete, providing sufficient detail for each component. It must also be reasonable and appropriate, as determined by DCJS, and directly tied to the comprehensive plan.

Jurisdiction budgets should include expenses for travel and training. DCJS reserves the right to make mathematical corrections to requested budgets.

1. Complete Attachment 2: Comprehensive GIVE Plan Budget Worksheet and submit as described below:

Complete the operating budget worksheet in Attachment 2: *GIVE Initiative Budget Worksheet*. Operating budgets should project total costs for the contract period and must not exceed the jurisdiction's eligible award. Please note that Tab 2 of the attached budget worksheet (Attachment 2) allows for the entry of other agencies outside of the four primary GIVE partners (police departments, district attorneys' offices, county sheriffs' offices, and county probation departments). This Worksheet must be submitted with the completed Comprehensive GIVE plan.

2. Budget Narrative(s) - One complete narrative budget response must be submitted for each jurisdiction requesting funding. The budget narrative for each jurisdiction should be included within the single Word document providing answers to the Narrative Response Questions, under the *Heading: Budget Narrative*.

Narratives should justify support for each of the evidence-based strategy categories listed in the budget spreadsheet. Guidance for what is, and what is not, allowable with GIVE funds is provided in Part I, Section V (2019-20 GIVE Budget/Funding Guidelines and Requirements).

When developing the budget narratives, jurisdictions are encouraged to use the below budget checklist to ensure that all information has been submitted to support the budget request.

- a) Does the budget request(s) comply with the funding restrictions set forth in this Comprehensive GIVE Plan Proposal Guidance document?
- b) Did each agency within the eligible jurisdiction complete the individual agency budget section on the combined county budget worksheet for the 12-month budget cycle?
- c) Are budget lines directly related to program institutionalization and sufficiently justified?
- d) Is there a clear relationship between the budgeted items and resource requirements identified in the submitted Comprehensive GIVE Plan?
- e) Are the roles of budgeted personnel well defined and essential to the strategy to reduce shootings and homicides, or aggravated assaults where applicable?
- f) Is the time allotment specified for proposed personnel commensurate with the

amount of funding requested for that position?

- g) Are non-personnel service items essential and directly related to the Strategy?
- h) Are budgeted amounts reasonable and calculated based on adequate supporting detail (e.g., number of hours worked, hourly rates, percent-of-effort (FTEs), fringe rates, unit costs, etc.)?
- i) Is there sufficient detail about requests for overtime to conduct operations?

As stated above, one GIVE Initiative Budget worksheet (see Attachment 2) along with a complete narrative budget response, must be submitted for each jurisdiction requesting funding.

C. GIVE Comprehensive Plan Proposal Checklist

- A single request must be submitted for each eligible county by the county co-chairs.
- GIVE Comprehensive Plan proposals, **must be submitted to DCJS via email at GIVE@dcjs.ny.gov** no later than noon on April 8, 2019;
- GIVE Comprehensive Plan proposals must be complete and provided in the form of a word document with answers to questions labeled by headings as described in Part II Section A;
- Attachment 2: *GIVE Budget Worksheet* must be submitted as an attachment with the proposal. The Worksheet itemizes operating expenses in support of the program;
- All other attachments and required documents are submitted with proposal to GIVE@dcjs.ny.gov;
- Attach the 2019-2020 Memorandum of Understanding(s)/Memorandum of Agreement(s) signed by the partnership members (include justification for any required member signatures not included), to the proposal. Contracts will not be finalized until MOU(s)/MOA(s) are received by DCJS.
- Attach signed Letters of Support from the participating 2019 - 2020 partnership members detailing your support of the jurisdictions comprehensive GIVE plan to the GMS application. Contracts will not be finalized until Letters of Support are received by DCJS.
- Ensure that Monthly crime data is submitted for primary and secondary (where applicable) police departments and no reports are outstanding at the time of proposal submission.

- Ensure Monthly Gun Data Reports are submitted for primary and secondary (where applicable) police departments and that no reports are outstanding at the time of proposal submission.

Note:

Grantees may contact the DCJS Office of Public Safety via email at GIVE@dcjs.ny.gov for information and assistance in preparing their GIVE Comprehensive Plan Proposals.

Appendix: 2019 – 2020 Grantee Webinar for 2019-20 GIVE Comprehensive Plan Proposals Information and Instruction

Topic: GIVE VI Guidance

Date: Tuesday, March 12, 2019

Time: 10:00 am, Eastern Daylight Time (New York, GMT-04:00)

Meeting Number: 645 253 284

To join the online meeting (Now from mobile devices!)

1. Go to <https://meetny.webex.com/meetny/j.php?MTID=m9f04eed1943a4defda8a323c8b1f400c>
2. If requested, enter your name and email address.
3. If a password is required, enter the meeting password: Zjx82A95
4. Click "Join".

To view in other time zones or languages, please click the link:

<https://meetny.webex.com/meetny/j.php?MTID=m99cccfb3c8312a5b137f4d7d19633159>

To join the audio conference only

To receive a call back, provide your phone number when you join the meeting, or call the number below and enter the access code.

US Toll Free: 1-844-633-8697

Local: 1-518-549-0500

Access code: 645 253 284

Toll-free dialing restrictions: https://www.webex.com/pdf/tollfree_restrictions.pdf

For assistance

1. Go to <https://meetny.webex.com/meetny/mc>
2. On the left navigation bar, click "Support".

Appendix: 2019- 2020 GIVE Eligible Agencies

Note: Each eligible county must develop a partnership that consists of the eligible police department(s), District Attorney's office, Sheriff's office, and Probation Department. The Co-Chairs of the partnership are the District Attorney and the Chief of Police in the Eligible Law Enforcement Agencies noted below. Other agencies within eligible jurisdictions that are approved by the co-chairs and DCJS (e.g., not-for-profit agencies, and local governmental agencies that require funding to address the needs of certain populations) can also receive funding. *

Albany County
Albany City PD

Onondaga County
Syracuse City PD

Broome County
Binghamton City PD

Orange County
Newburgh City PD – Co- Chair
Middletown PD

Chautauqua County
Jamestown City PD

Rensselaer County
Troy City PD

Dutchess County
Poughkeepsie City PD

Rockland County
Spring Valley Village PD

Erie County
Buffalo City PD

Schenectady County
Schenectady City PD

Monroe County
Rochester City PD

Suffolk County
Suffolk County PD

Nassau County
Nassau County PD – Co-Chair
Hempstead PD

Ulster County
Kingston City PD

Niagara County
Niagara Falls City PD

Westchester County
Yonkers City PD – Co-Chair
Mt Vernon PD

Oneida County
Utica City PD

*If jurisdictions choose to partner with other agencies approved by the co-chairs, including local governmental agencies requiring funding to address the needs of certain populations, a subcontract and/or a memorandum of understanding/memorandum of agreement (where applicable) with these agencies will be required. Examples of this may include partnerships with county social services departments, or non-profit organizations that offer social services to at-risk individuals.

Appendix: GIVE Specific Contract Requirements

Each agency is contractually required to meet various requirements which are closely monitored by DCJS staff. Non-compliance with any of the requirements may result in the contract being placed in “stop payment” status until the delinquent measure is brought into compliance.

A. MONTHLY REQUIREMENTS

1) Monthly Meetings

Monthly partnership meetings are critical for coordination and collaboration and must be held each month. These meetings are required to be structured to maximize the coordination, collaboration and accountability of partner agencies. The general theme of the meeting shall be the discussion of each partner’s role in the four core principles of the jurisdictions GIVE plan: People, Places, Alignment, and Engagement.

- a) The GIVE Initiative Co-Chairs, or your Executive level designee, and at least one representative from every GIVE funded agency within the partnership must attend all monthly meetings. In the case of the District Attorney’s Office, if the District Attorney is unable to attend, the designee must be a supervising Assistant District Attorney or equivalent.
- b) The meeting agenda must be sent via email to the DCJS GIVE Initiative Manager a minimum of two days in advance of the meeting.
- c) The meetings must include an in-depth discussion of the firearm-related violent crime (or aggravated assaults as applicable), utilizing the Self-Assessment Tool, provide an update on key elements compliance and future plans for implementation, including the need for strategy modification when applicable. In the jurisdictions where a regional Crime Analysis Center (CAC) exists, the CAC should play an integral role in the meeting through preparation (i.e., providing analysis of crimes and related material) and participation. In jurisdictions without a regional CAC, a designated Crime Analyst should assume this role.
- d) In addition to the requirements noted above, the monthly meetings should include a summary of the following information:
 - (1) shooting incidents involving injury;
 - (2) victims hit by gunfire;
 - (3) Individuals killed as a result of gun violence;
 - (4) aggravated assaults (aggravated assault jurisdictions only)
 - (5) domestic violence-related assaults occurring, both aggravated and simple

*For each of the above, jurisdictions should report on the statistics for the identified “GIVE zones”, SNUG zones, and citywide totals.

- (6) Total crime guns recovered and submitted to ATF for trace;
- (7) Total persons arrested for firearm-related crimes;
- (8) Discussion of institutionalization efforts on GIVE Initiatives;
- (9) Updated intelligence regarding “hot spots” and “top offenders”

- e) The GIVE Monthly Meeting Minutes Template must be utilized to document the above requirements, and sent to the GIVE Representative for your county within 5 days of the meeting.

2) Timely, Accurate, Crime Data –

Each month, all participating law enforcement agencies are required to submit monthly crime reports to DCJS through the eJusticeNY Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 days after the close of the reporting period.

Incident-Based Reporting (IBR) Agencies – Monthly IBR extract files are required to be uploaded through the IBR Reporting Interface on the IJPortal. The following two UCR Summary reports are required to be submitted to DCJS through the UCR Data Entry Interface on the IJPortal:

- a. Hate Crime
- b. Law Enforcement Officers Killed or Assaulted (LEOKA)

3) Summary (UCR) Reporting Agencies – The following UCR Summary reports are required to be submitted to DCJS through the UCR Data Entry Interface on the IJPortal:

- Return A (Monthly Offenses known to Police)
- Arrests of Persons 18 and Over
- Arrest of Persons Under 18
- Supplemental Homicide Report (SHR)
- Arson
- Hate Crime
- Law Enforcement Officers Killed or Assaulted (LEOKA)

4) Monthly Gun Data – Both primary and DCJS designated secondary police departments must submit the Monthly Gun Data Report within 7 business days of the end of the month that is being reported on. When the police department is unable to submit the data within 7 business days, the Chief must submit the reasoning to DCJS while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid a finding of contract non-compliance.

Instructions for accessing and submitting crime reports through the IJPortal can be found at: https://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf.

All law enforcement agencies must stay current with your monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid a finding of contract non-compliance.

B. ONGOING REQUIREMENTS

1. Information Sharing Networking – DCJS will conduct region based roundtable style meetings occasionally throughout the budget cycle to bring jurisdictions together to discuss current trends and best practices. Agencies will be required to send appropriate representatives when requested by DCJS. Participants of GIVE will also participate in cross-jurisdictional networks that will help shape strategies and share the results of the institutionalization of the strategies with multiple jurisdictions. These networks will be implemented through participation in cross-jurisdictional information sharing meetings, conference calls, program submissions to the DCJS Knowledge Bank, and other information sharing initiatives.

2. Crime Guns - All crime gun seizures require the following:

- i. **GGUN Entry:** All required information on the seized firearm are to be submitted via the IJPortal GGUN entry form. This step will automatically initiate an ATF eTrace submission, a NYS Pistol Permit inquiry and submission to the NYS Gun Clearinghouse for further analysis. NOTE: Agencies must have executed an MOU with ATF for access to an eTrace account, and per the MOU, are NOT to make entries into the ATF eTrace program. The GGUN entry will automatically initiate the eTrace inquiry. NOTE: eTrace access is intended for information access only. Agencies are not to submit any information via the eTrace system.
- ii. **Lab Submission for Firearm Analysis:** All recovered crime guns and appropriately related ballistic evidence including recovered casings are to be submitted to your regional crime lab for analysis; to include National Integrated Ballistic Information Network (NIBIN) inquiries. Submissions, including test firing requirements, are to be executed per the requirement of your regional crime lab.
- iii. **Crime Analysis Support:** All information related to a crime gun recovery including firearm information, incident information on the seizure, and all subsequent results of the above inquiries including NIBIN results are to be shared with your crime analysis unit and/or regional Crime Analysis Center when the information is received.

3. Domestic Incident Report Database - Agencies are required to participate in utilizing the DCJS Domestic Incident Report (DIR) Repository. The repository provides electronic, cross- agency access to DIRs filed by police departments and sheriff's offices in the 57 counties outside of New York City. This secure database automates information – previously only captured on paper – that will enable law enforcement to more safely respond to domestic incidents, improve the supervision of offenders on parole and probation and enhance the prosecution of domestic violence crimes.

Contact the DCJS Customer Contact Center at cccenter@dcjs.ny.gov, 518-457-5837 or 1-800-262-3257 for more information and to enroll.

4. DNA Collection – Agencies are expected to ensure that all DNA databank collections are being taken in a timely manner and as required by law.

5. **Sex Offender Address Verification** – Agencies are expected to be vigilant in verifying the addresses of all sex offenders assigned to your jurisdictions and promptly report the action taken on eJusticeNY.
6. **Sex Offender Photos** – Agencies are expected to be vigilant in ensuring all photos due from sex offenders assigned to your jurisdiction are obtained in a timely manner and promptly uploaded to eJusticeNY.
7. **Street Outreach Data Sharing Requirements** – Jurisdiction's that have a SNUG Street Outreach program are required to adhere to the following data sharing requirements:
 - i. Participating police departments will work to ensure that street outreach concepts are understood by personnel within the agency. Supervisors, investigators and patrol staff assigned to target areas should be familiar with the goals and practices of the street outreach program. A policy should be developed for interacting with the local street outreach program staff.
 - ii. Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts, or agency crime analyst, to discuss firearm related crime, group activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.
 - iii. By the 15th day of each month, participating police departments will provide SNUG personnel with a monthly list of high risk individuals who have been identified as known or suspected group members, group leaders who promote gun violence, and candidates most likely to carry guns and/or be involved in shooting incidents. Police agencies may use discretion when it comes to supplying sensitive information regarding these high-risk individuals (i.e. persons involved in active criminal investigations).
 - iv. By the 7th day of each month, the participating police department will provide DCJS a crime map pinpointing the locations of the prior month's shooting incidents for both the SNUG target area(s) and the entire city. A copy of this map will be sent to the GIVE Program Manager and the Statewide SNUG Director.
 - v. Participating police departments will provide DCJS an annual crime map pinpointing the locations of all shooting incidents which have occurred between July 1 and June 30 of the preceding GIVE contract period for both the SNUG target area(s) and the entire city. This annual crime map will be due on the last day of the month following the expiration date of the contract. A copy of this map will be sent to the GIVE Program Manager and the Statewide SNUG Director.

- vi. By the 7th day of each month the participating police department will provide DCJS a report detailing a month to month comparison of shootings and homicides for the current calendar year and the two preceding calendar years for the target area(s) and the entire city.
- vii. Participating police departments will develop written protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides **within 2 hours** of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Appendix: Evidence – Based Policing Resources

Jurisdictions must use more than one of the evidence based strategies listed below (Hot-Spots Policing, CPTED, Focused Deterrence and Street Outreach) when developing a comprehensive strategy to respond to your shooting and homicide problem, or aggravated assaults where applicable. All approaches must be formulated based on the four core elements of people, places, alignment, and engagement with the primary goal of the elimination of gun-involved violence, or aggravated assaults, where applicable.

References to additional materials on each of the approaches are included:

Problem-Oriented Policing

Summary: In 1979, Herman Goldstein advocated for a paradigm shift in policing that would replace the primarily reactive, incident-driven model of policing with one that required police to proactively identify underlying problems that could be targeted to alleviate crime at its roots. He termed this new approach “problem-oriented policing” (POP). Using this approach, police manage a range of problems in the community through criminal law enforcement in tandem with civil statutes and municipal and community resources. Eck and Spelman’s SARA model was developed in 1987 and expanded upon Goldstein’s approach. SARA describes four steps police should follow when implementing POP: (1) Scanning: identify and prioritize potential problems; (2) Analysis: thoroughly analyze the problem(s) using a variety of data sources; (3) Response: develop and implement interventions designed to solve the problem; and (4) Assessment: determine whether the response worked and construct new responses. Police agencies implementing POP have widely accepted and adopted the SARA model.

Evidence: Weisburd, Telep, Hinkle, and Eck (2010) conducted a [review](#) on the effects of POP on crime and disorder, finding a statistically significant impact among 10 experimental and quasi-experimental studies. Studies that showed less significant impacts had implementation issues that may have been affected by lack of fidelity to the POP model; sites that implemented more successful models tended to show stronger effects. Additionally, Weisburd et al. (2010) examined less rigorous but more numerous pre/post studies without a comparison group, which showed positive findings.

Critical Components: Careful analysis and clear understanding of problems that result in tailor-made solutions is essential to problem-oriented policing. The Center for Problem-Oriented Policing has created more than [70 problem-specific guides for police](#) that provide recommendations on how agencies can address different problems. Weisburd, Telep, Hinkle, and Eck (2008) also provide guidance on the types of POP interventions proven to be most effective:

1. [Hot-spots policing](#) interventions that use POP have shown successful results. In the studies conducted, it is difficult to determine whether problem solving or the focus on small geographic areas is driving the success, but the two strategies seem to work well in concert.
2. POP is most effective when police officers and department staff are on board and fully committed to its tenets.

3. Program expectations must be realistic. Officer case assignment must be kept to a manageable level and police should not be expected to tackle major problems in a short period of time.
4. Limited evidence shows that collaboration with outside criminal justice agencies appears to be an effective approach in POP.
5. Under the SARA model, the analysis and assessment phases are particularly important. In-depth problem-analysis, rather than merely a peripheral analysis of crime data with a largely law enforcement-oriented response, is required. The assessment phase provides a framework for agencies to consistently learn from and improve your problem-solving projects.

Source: [Center for Evidence-Based Crime Policy, George Mason University](#)

For additional resources on Problem-Oriented Policing see:

1. [Center for Problem-Oriented Policing](#)
2. [The Police Society for Problem Based Learning](#)
3. [US DOJ COPS](#)
4. [POP Reflections](#)
5. [Herman Goldstein - Developing POP](#)

Procedural Justice

Summary: Procedural justice is rooted in the idea that individual regard for the criminal justice system is related more to a person's encounter with the system and your perception of the fairness of the process rather than the fairness of the outcome. Research suggests that procedural justice in police-citizen encounters is an important precursor to perceived police legitimacy. There also is a connection between these perceptions of legitimacy and compliance behavior, which suggests a possible link between community outreach efforts that build legitimacy and reduced crime. Aspects of community policing can be combined with other successful interventions in ways that may increase your overall effectiveness. For example, Braga and Weisburd (2010) describe a community-oriented approach to [hot-spots policing](#) in which the community was consulted on tactics used in those hot spots to ensure those tactics did not damage police-resident relationships. Procedural justice and community policing were both emphasized in the recommendations of [President Obama's Task Force on 21st Century Policing](#) (2015).

Evidence: Recent studies examining procedural justice evaluated officer interactions that utilized key elements of the strategy – decision-making neutrality, voice, and respect – and how those interactions affected citizens' compliance and perceived fairness. Similar to studies conducted in other criminal justice settings, such as courts and corrections, these studies showed that individuals who expressed overall satisfaction with your interaction were more compliant with police orders. In a systematic review, Mazerolle, Bennett, Davis, Sargeant, and Manning (2013) examined police interventions that were designed to enhance procedural justice and/or to increase citizen perceptions of police legitimacy. Mazerolle et al. also used one of the components of procedural justice in your study. There was some evidence that these interventions increased citizen satisfaction, cooperation, and levels of procedural justice, however, the overall effect of these programs on perceived legitimacy was not statistically significant.

Critical Components: Yale Law School Professor Tom Tyler's research focuses on procedural justice in police-citizen encounters as the key antecedent of legitimacy. According to Dr. Tyler, procedural justice includes four components:

1. Citizens need to participate in the decision process (i.e., be given a voice).
2. Neutrality is a key element of procedural justice. Citizens tend to view a situation as fairer when officers are transparent about why they are resolving a dispute in a particular way.
3. Individuals want to be treated with dignity and respect.
4. Citizens are more likely to view an interaction as fair when they trust the motives of the police (i.e., an officer shows a genuine concern for the interests of the parties involved).

Survey and observational research generally suggests that when officers incorporate these components of procedural justice into your interactions with the public, individuals are more likely to comply with police directives and the law because they see the police as more legitimate. As a result, increased legitimacy has the potential to reduce crime because it increases compliant behavior.

Source: [Center for Evidence-Based Crime Policy, George Mason University](#)

Below are some links to journal articles and other publications to assist in creating a thorough understanding of Procedural Justice.

1. [Procedural Justice for Judges and Courts](#)
2. [The Importance of Procedural Justice](#)
3. [Procedural Justice | Center for Court Innovation](#)
4. [PERF Report](#)
5. [Innovation: Racial Reconciliation | National Network for Safe Communities](#)
6. [National Initiative for Building Community Trust and Justice](#)
7. [21st Century Policing Task Force Report](#)

Hot-Spots Policing

Summary: Over the past two decades, research has suggested that police can effectively address crime and disorder by focusing on hot spots: small units of geography with high rates of crime. Known as hot-spots policing or place-based policing, this strategy stands in contrast to traditional policing and crime prevention activities, which are typically focused on people. Hot spots or places are specific locations, such as addresses, blocks, or clusters of addresses or blocks, within larger geographic areas: beats, precincts, communities and neighborhoods. Hot-spots policing uses a range of tactics rooted in the idea that crime prevention is maximized when police focus your resources on places where crime is highly concentrated.

Evidence: There is a strong evidence base for hot-spots policing. A National Research Council (2004: 250) [review](#) noted, “studies that focused police resources on crime hot spots provided the strongest collective evidence of police effectiveness that is now available.” A [review](#) by Braga et al. (2012) also found that the vast majority of hot spots studies have shown statistically significant findings; 20 of 25 tests from 19 experimental or quasi-experimental evaluations reported noteworthy crime or disorder reductions. These results show that when police focus on hot spots, they can have a significant impact on crime in these areas. Further, there was little evidence to suggest spatial displacement of crime as a result of hot spots interventions; in other words, crime did not shift from hot spots to nearby areas.

Critical Components: Studies have shown that increased police presence alone leads to some crime and disorder reduction. Koper (1995) found that each additional minute officers spent in a hot spot increased the amount of time after those officers departed before disorderly activity occurred. The ideal time spent in the hot spot was 14 to 15 minutes. The best approach is for police to travel among hot spots in an unpredictable order, so that potential offenders recognize a greater cost of offending in these areas because enforcement could increase at any moment.

Having officers adopt principles from [problem-oriented policing \(POP\)](#) is another promising component utilized in hot-spots policing. While studies have shown that problem-solving approaches may take more time to show beneficial results, the resulting successes may be more long-lasting. In your systematic review, Braga and colleagues (2012) conclude that problem solving may bring about longer-term crime control gains than increased enforcement alone.

Source: [Center for Evidence-Based Crime Policy, George Mason University](#)

Additional Resources for Hot-Spots Policing can be found below:

1. [NIJ Hot Spots Policing](#)
2. [Practice: Hot Spots Policing - CrimeSolutions.gov](#)
3. [The Importance of Legitimacy in Hot Spots Policing](#)

Crime Prevention through Environmental Design (CPTED)

Summary: Crime Prevention through Environmental Design (CPTED) examines how environmental features create opportunities for crime and how those features can be adjusted to eliminate those opportunities. Adjustments can be implemented to: 1) control or make access more difficult; 2) deter offenders by increasing the risk of apprehension; 3) increase visibility; 4) increase or encourage guardianship; 5) regulate or adjust behaviors and routines; or 6) reduce the rewards for crime. Examples of environmental features that could create opportunities for crime include: trees and shrubbery that block visibility; lack of lighting; traffic direction or lack of signaling; abandoned buildings; alleyways or cuts in between buildings; and empty lots hidden from the street. Adjustments that address these features may include cutting down shrubs to increase visibility; adding lighting to a dark alley; boarding up abandoned homes; or improving traffic conditions by adding signage, signals and speed bumps.

Evidence: Contemporary approaches to address crime, including CPTED, emerged from research on the relationship between crime and place, known as environmental criminology, situational crime prevention, rational choice theory, or routine activities theory. Each of these theories focuses on the crime and how the offender understands and uses the environment to commit that crime. The research supports the ideas that: crime is specific and situational; the distribution of crimes is related to land use and transportation networks; offenders are opportunistic and commit crimes in places they know well; opportunity arises out of daily routines and activities; and places with crime are often also places without observers or guardians.

Critical Components:

- CPTED focuses on the design and productive use of space, not safety and security (e.g., locks, guards and alarms). Target hardening and security measures are not the primary means for improvement.
- While crime, fear and victimization are important considerations, an environmental evaluation requires police to gather and analyze data and information beyond the scope

of law enforcement (e.g., land use and zoning, housing code or health code violations, or traffic volumes and pedestrian activity).

- Quality of life issues, such as trash, weeds, vacant lots, and declining property values, also are considered because these problems often have a debilitating impact on a community and can be symptoms of, or precursors to, crime.
- CPTED is frequently considered the responsibility of police, but many of the tools and techniques fall outside the purview of policing. Depending on the crime problem being addressed, individuals or organizations with expertise on issues related to traffic and transportation, transit, parks and recreation, housing and redevelopment, and economic development may be essential. As a result, CPTED is a team effort, one in which officers participate, but which they do not control.
- It is important that stakeholders engage in analysis and planning. While the problem, circumstances and location will determine which stakeholders to engage, they can include representatives from schools, cultural facilities, and nonprofit organizations, and residents of the neighborhood. These individuals can contribute critical information because they are familiar with the place and problem, may recognize crime-environment relationships that can explain events and anticipate trends not revealed through data. Broad community support also enhances the potential for success during implementation.

Source: [Center for Problem-Oriented Policing](#)

Additional Resources for CPTED can be found below:

1. [U.S. Department of Housing and Urban Development - Creating Defensible Spaces](#)
2. [NIJ - Crime Prevention Through Environmental Design](#)
3. [CPTED Security - Guidelines](#)
4. [Robert A. Gardner, CPP - CPTED Overview](#)
5. [Seattle Police Department – Neighborhood CPTED Guide](#)

Focused Deterrence

Summary: Focused deterrence strategies allow police to increase the certainty, swiftness, and severity of punishment by directly engaging with known offenders, often group members or those who traffic in illegal drugs, and communicating clear incentives for compliance and consequences for that criminal activity. Many of these strategies employ the “pulling levers” framework popularized in Boston with [Operation Ceasefire](#). Under this model, law enforcement selects a specific crime problem, such as gun violence or drugs; conducts research to identify key offenders or groups of offenders; and engages in direct, strategic communication with these group members through call-ins and custom notifications. At call-ins, law enforcement, community members, and social service providers come together to deliver the message that violence will no longer be tolerated, and if violence does occur, every available legal lever will be pulled to bring an immediate and certain response. This “hard” message, usually delivered by police and prosecutors, is accompanied by a “soft” message that emphasizes the community’s willingness to help individuals change, and the availability of services (e.g., job training, drug treatment) for those interested in engaging in more pro-social behavior. Custom notifications are home or street visits that communicate this message to specific people, and can be conducted quickly to help interrupt cycles of violence and address retaliation and active disputes.

Evidence: A 2018 systematic review of focused deterrence strategies by [Braga, Weisburd, and Turchan](#) shows that focused deterrence strategies can have a significant impact on crime reduction. The meta-analysis incorporated 24 quasi-experimental evaluations, which is more than double the number included in a 2012 systematic review by [Braga and Weisburd](#) (2012). Nineteen of those 24 evaluations found a statistically significant effect on crime reduction. Further, the authors concluded that strategies were most effective when used in programs designed to reduce serious violence by groups and criminally active groups. Programs designed to reduce repeated offending by highly active individual offenders showed moderate effects, which suggests that the effectiveness of a focused deterrence strategy will vary depending on the population targeted by the intervention.

Critical Components: Focused deterrence strategies are a subgroup of [problem-oriented policing](#) interventions and, as a result, should address the specific group, gun, or drug crime problems that a jurisdiction faces. It is important that police establish a working group of representatives from local government and social service agencies to analyze underlying issues and customize strategies to the jurisdiction. This process is key to the pulling levers and other focused deterrence approaches. Also important is an emphasis on the word *focused* in focused deterrence strategies, which can be accomplished by narrowing the focus of an intervention to specific offenders and specific geographic areas. These strategies are successful in part because they create a credible deterrent threat.

Braga and Weisburd (2012: 22) emphasize that “In the focused deterrence approach, the emphasis is on not only reducing the risk of offending but also decreasing opportunity structures for violence, deflecting offenders away from crime, increasing the collective efficacy of communities, and increasing the legitimacy of police actions.” Thus, increasing the likelihood of detection can be combined with other program components such as situational crime prevention, to reduce opportunities; social service programs, to divert offenders away; engaging with the community, to build collective efficacy; and using procedural justice in communications with offenders, to build or enhance legitimacy.

Source: [Center for Evidence-Based Crime Policy, George Mason University](#)

Additional Resources for Focused Deterrence can be found below:

1. [National Network for Safe Communities Brochure.pdf](#)
2. [National Network for Safe Communities - Pulling Levers](#)
3. <https://www.crimesolutions.gov/Practice Profile Details>
4. [National Network for safe Communities - Group-Violence-Intervention-institutionalization-guide](#)
5. [National Network for Safe Communities - Custom-Notifications](#)
6. [National Network for Safe Communities - Shooting-Scorecards](#)
7. [The National Network for Safe Communities- Racial Reconciliation - Drugs-race-and-common-ground-reflections-on-the-high-point-intervention](#)

Appendix: Key Element Tools

The below Key Elements Tools has been developed in conjunction with subject-matter-experts as a guide for jurisdictions to utilize when developing the the GIVE Comprehensive Plan proposal, including an assessment of previous GIVE-related efforts. The description following each item is not a complete list of all components that should be considered, only those most important to the model. In the appropriate narrative section in your funding request for GIVE, please ensure that each of the key components is described in your responses to the questions.

Item	POP Key Elements
1	Are POP concepts understood by key personnel in your agency?
	When answering the question, consider whether you have: a) received training or conducted independent study that led to a better understanding of the POP strategy; b) included law enforcement officials, members from the community, and officials from relevant partner agencies; and c) applied training and independent study to POP implementation or general agency policies or practices.
2	Is community engagement present in all phases of the POP process?
	When answering the question, consider whether you have: a) obtained feedback from all relevant stakeholders regarding the underlying issue(s) driving the crime of focus in all communities in your jurisdiction; b) received input/feedback from the public, and recorded the results; c) engaged external organizations to assist in addressing those underlying issue(s); d) established formal partnerships with the community and community-based organizations; e) routinely updated the community regarding the issue(s); f) obtained post-implementation feedback from the community regarding the effect of the interventions.
3	How have you assessed your previous GIVE-related response(s)?
	When answering the question, consider whether you have: a) conducted a process assessment to determine whether the plan was implemented as intended; b) collected pre- and post-response qualitative and quantitative data; c) determined whether the broad goals and specific objectives initially defined were attained; d) identified any new strategies or adaptations to the original strategy needed to augment the original plan; and e) conducted repeated assessments to ensure continued effectiveness.
4	Did you clearly define a scanning plan and identify problem(s)?
	When answering the question, consider whether you have: a) identified recurring problems that are of concern to the public and police; b) identified the consequences of those problems; c) prioritized those problems; d) confirmed that the problems exist; e) determined how frequently the problems occurs and their duration; f) selected your crime of focus for closer examination; and g) developed goals addressing your crime of focus that are specific, measurable, achievable, relevant, and time-bound (e.g., reduce shooting incidents by X% over the GIVE cycle).
5	Have you created a robust data collection plan?
	When answering the question, consider whether you have: a) identified the relevant criminogenic factors that will be measured; b) developed a list of data sources, including identification of appropriate personnel, such as agency crime analysts and/or regional CACs, and identified the specific types of data that will be collected; c) identified the scope of data (e.g., time frame, area); and d) identified a process for data collection and retention (quantitative & qualitative).
6	Have you conducted an analysis of your crime of focus to better understand the underlying factors associated with it?

When answering the question, consider whether you have:

- a) identified and understood the nature of the people and place-based conditions and events that are associated with your crime of focus;
- b) researched what is known about your crime of focus;
- c) identified a variety of resources that may be of assistance in developing a deeper understanding of your crime of focus;
- d) isolated the subset of problems associated with your crime of focus that you will address; and
- e) developed a working hypothesis about why the problem is occurring.

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Is the response to the problem evidence-based, and are all relevant agencies engaged?

When answering the question, consider whether you have:

- a) searched for what other communities with similar problems have done;
- b) considered those and other evidence-based interventions to address the problem;
- c) chosen evidence-based interventions;
- d) outlined a response plan for those interventions and identified responsible partner agencies;
- e) defined the specific objectives of the response plan; and
- f) carried out planned activities as intended.

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How will you assess your GIVE-related response as described above?

When answering the question, consider how you will:

- a) conduct a process assessment to determine whether the plan was implemented as intended;
- b) collect pre- and post-response qualitative and quantitative data;
- c) determine whether the broad goals and specific objectives initially defined were attained;
- d) identify any new strategies or adaptations to the original strategy needed to augment the original plan; and
- e) conduct ongoing assessments to ensure continued effectiveness.

Item	CPTED Key Elements
1	How will you continue to ensure CPTED concepts are understood by key personnel in your agency?
When answering the question, describe how you will:	
a) conduct training or independent study that leads to a better understanding of key elements; b) include a broad array of staff such as law enforcement officials and partners from relevant agencies; c) document the type of training/independent training conducted or received; d) document who completed training and how they were selected as training participants; and e) apply the training/independent study to CPTED strategy implementation.	
2	How will the CPTED strategy be coordinated?
When answering the question, describe how you will:	
a) identify specific individuals who will be responsible for the coordination of the CPTED strategy; b) define the roles of these personnel in the planning and implementation of the CPTED strategy; and c) document the involvement and support of the Chief Executive Officer.	
3	How will appropriate partners be involved in the management of CPTED projects?
When answering the question, describe how you will involve community stakeholders impacted by current crime problems in the planning and implementation of CPTED projects.	
4	How will each CPTED project plan consider the four key design elements of territorial reinforcement, natural surveillance, natural access control, and maintenance?
When answering the question, describe how you will ensure that each project plan includes the following considerations:	
a) potential attributes that will express ownership of the location; b) ability to observe activities in/around the location directly; c) control of access routes to potential crime targets; and d) routine maintenance and upkeep of physical attributes at the location.	
5	How will you conduct systematic, multi-disciplinary assessments of identified hot-spot areas within the jurisdiction to identify CPTED projects?
When answering the question, describe how you will:	
a) conduct systematic, multi-disciplinary assessments of conditions to diagnose impact; b) conduct assessments that include population characteristics, land use/development patterns, traffic/transportation/transit systems, interviews with residents, on-site observations, and safety audits; and c) use the results of the assessments and analysis to identify specific CPTED projects.	
6	How will CPTED projects be implemented as planned?
When answering the question, describe how you will implement all aspects of CPTED project plans.	
7	How will the CPTED strategy include plans and procedures to sustain initial modifications?

When answering the question, describe how you will:

- a) develop a plan to periodically review specific CPTED work areas to ensure initial modifications are sustainable;
- b) ensure that the timing of the review of initial modifications is appropriate per the project; and
- c) review available resources (i.e., personnel, equipment, and financial) to ensure sustainability of initial modifications.

8 How will you include a community education component in the CPTED strategy?

When answering the question, describe how you will educate community stakeholders (i.e., residents, property owners, community associations, institutions, and businesses) so they can make or recommend legitimate design, security and policy choices to prevent crime.

9 How will you collect and use data on CPTED strategy implementation and outcomes?

When answering the question, describe how you will:

- a) record data on a regular basis (i.e., assessments, surveys, recommendations, modifications and impacts);
- b) analyze and review data with key partners and personnel;
- c) use data to make operational decisions;
- d) monitor and evaluate data on population characteristics, land use and development patterns, traffic, transportation and transit systems, interviews with residents, on-site observations, and safety audits; and
- e) implement and document operational changes when needed.

10 How will procedural justice be incorporated into the CPTED strategy?

When answering the question, describe how you will:

- a) utilize individual and system-level procedures;
- b) utilize just and fair decision-making in encounters with the community;
- c) provide the community a voice, when appropriate;
- d) ensure that department members act, speak, and conduct themselves appropriately and professionally during all public interactions.

Item	Hot-Spots Key Elements
1	How will you continue to ensure hot-spots concepts are understood by key personnel in your agency?
When answering the question, describe how you will: a) conduct training or independent study on hot-spots policing and chronic offenders; b) include a broad array of staff such as law enforcement officials and partners from relevant agencies; c) document the type of training/independent study received or conducted; d) document who completed training and how they were selected as training participants; and e) apply the training/independent study to hot-spots strategy implementation and general agency policies and practices.	
2	How is data and analysis used to identify appropriate hot-spots?
When answering the question, describe how you: a) use data to identify hot-spots for shootings or aggravated assaults as appropriate; b) use mapping software to identify hot-spots within the jurisdiction; c) have selected hot-spots that are appropriate in number and size for the planned interventions and available resources; and d) will reassess hot-spots on a regular basis, not less than quarterly.	
3	How was data and analysis used to identify chronic offenders within hot-spots to ensure accurate enforcement and prevention strategies are in place and directed appropriately?
When answering the question, describe how you: a) identified specific chronic offenders using non-biased, systematic criteria, including information gathered from a range of human intelligence sources; b) will monitor individuals' activities and potential criminal-involvements on a routine basis; and c) will conduct chronic offender assessments on a regular basis, not less than quarterly.	
4	How will the hot-spots policing strategy be coordinated?
When answering the question, describe how you: a) identified the specific individuals who will be responsible for coordinating the hot-spot strategy; b) defined the roles of these personnel in the planning, implementation, and strategy assessment of the hot-spot strategy; c) will conduct multi-disciplinary planning meetings to review hot-spot strategies, no less than monthly; and d) will ensure that all relevant GIVE partners will participate in tactical planning.	
5	How will the hot-spots policing operations be conducted?
When answering the question, describe how you: a) identified the specific individuals who will be responsible for the overall management of hot-spots operations and the proper allocation of resources; b) will include all relevant GIVE partners in operations, including joint patrols, enforcement efforts and investigations, community events, meetings and other activities associated with the implementation of the strategy; c) will ensure that front line staff conducting the hot-spots operations understand the role of the intervention within the hot-spots strategy framework, and d) will use crime data to schedule hot-spots overtime details.	

6	How will the hot-spots policing strategy include community engagement?
When answering the question, describe how you will: a) consult with community members and other stakeholders in areas where hot-spots interventions/activities are planned in regard to underlying issue(s) that contribute to the crime problem and possible solutions; b) regularly inform those communities about the planned interventions, to the extent practical; and c) use feedback from those communities as to the perceived effect of interventions.	
7	How will the hot-spots policing strategy include focused interventions for chronic offenders in the identified area(s)?
When answering the question, describe how you will: a) apply focused interventions to previously identified chronic offenders; and b) assess focused interventions directed at identified chronic offenders, no less often than on a quarterly basis.	
8	How will data on the hot-spots strategy implementation and outcomes continuously be collected and used?
When answering the question, describe how you will: a) regularly record data about intervention and prevention activities and strategy outcomes, including staff and community perceptions of results; b) analyze and review data by key partners and personnel; c) use project data to make operational decisions about hot-spots interventions; and d) implement and document operational changes when needed, including any hot-spots adjustments.	
9	How will procedural justice be incorporated into the hot-spots policing strategy?
When answering the question, describe how you will: e) utilize individual and system-level procedures; f) utilize just and fair decision-making in encounters with the community; g) provide the community a voice, when appropriate; h) ensure that department members act, speak, and conduct themselves appropriately and professionally during all public interactions.	

Item	Focused Deterrence Key Elements
1	How will this strategy be supported by a committed governing body that meets regularly?
When answering the question, describe how you will: f) establish a governing body which includes the Mayor (or designee), Police Chief, District Attorney, DOCCS, probation, relevant research partner (where applicable), service provider, and/or community leader/coordinator; and g) ensure that the governing body meets at least quarterly, and that these meetings are separate from operational meetings that will occur more frequently.	
2	Is there a specific person assigned to coordinate the focused deterrence strategy?
When answering the question, describe: a) how you will establish a focused deterrence strategy that is coordinated by a designated person; b) the role of this person in the planning, implementation, and assessment of the focused deterrence strategy; and c) how the designated person will be supported by executive staff from the jurisdiction's GIVE partnership.	
3	Does your agency have a fixed routine in place for the collection and dissemination of intelligence?
When answering the question, describe how you will: a) assign key personnel to all aspects of intelligence collection; b) establish a process for intelligence collection that includes, at a minimum, weekly shooting reviews and bi-annual group audits; and c) document intelligence and share reports with the appropriate personnel.	
4	How will you choose appropriate participants for the call-ins?
When answering the question, describe how you will: e) choose representatives for participation in the call-in from as many active violent groups in the jurisdiction as possible; f) use the most recently available intelligence and analysis in choosing participants; and g) include local community supervision agency representatives in the identification of participants.	
5	Are the call-ins conducted in compliance with the model?
When answering the question, describe how you will: d) clearly deliver the deterrence, service, and community moral voice messages during the call-ins; e) schedule call-ins at regular intervals, ideally 3-4 times a year; f) hold call-ins at a place of civic importance, i.e., church, college, community center, etc.; and g) properly manage call-ins, i.e., on-time, appropriate facilitator, proper messaging, appropriate security, food and beverage provided.	
6	How will you deliver a credible message of support at the call-ins?
When answering the question, describe how you will: d) ensure that all call-in presenters, law enforcement personnel, community members, and service providers clearly indicate that they want to see participants take advantage of services, and that participants will be given timely access; e) provide a 24/7 direct phone number to participants to contact the appropriate person for services; and f) ensure that the appropriate contact person will be present at the call-in to offer services.	

7	How will you provide timely follow-up for call-in offers of support?
When answering the question, describe how you will:	
a) assign a representative who is specifically designated to conduct follow-ups with service providers and call-in participants regarding offers of support; and b) ensure follow-ups are conducted in a timely manner.	
8	How will you conduct enforcement actions according to the model?
When answering the question, describe how you will:	
a) ensure that appropriate groups and group members are identified for enforcement actions through the effective collection and analysis of intelligence; b) ensure that recipients of enforcement actions understand why they are receiving attention; c) use all appropriate enforcement tools on those identified for a group enforcement action; and d) direct enforcement efforts at all or a substantial portion of the identified group, regardless if they are directly connected to violent activity or not.	
9	How will data be collected on call-ins and enforcement actions?
When answering the question, describe how you will document:	
f) information about participants' attendance at call-ins; and g) how many participants accept offers of support for services at the call-ins, violence levels after each call-in, and qualitative and quantitative data regarding the triggering incident(s), and resulting enforcement actions, custom notifications, and services.	
10	How will procedural justice be incorporated into the focused deterrence strategy?
When answering the question, describe how you will:	
a) utilize individual and system-level procedures; b) utilize just and fair decision-making in encounters with the community; c) provide the community a voice, when appropriate; d) ensure that department members act, speak, and conduct themselves appropriately and professionally during all public interactions.	

Item	Street Outreach Key Elements
1	How will you continue to ensure street outreach concepts are understood by key personnel in your agency?
When answering the question, describe how you will ensure that all supervisors, investigators, and patrol staff assigned to the street outreach target area are familiar with the goals and practices of the street outreach program operating within the area, as well as the department's policy with regard to the program and expectations for staff's behavior in interacting with the program and its staff.	
2	What are the formal procedures for coordination and communication between the police department and the street outreach program?
When answering the question, describe the:	
a) written police department procedure to notify the street outreach program manager, or his/her designee, of all shootings within 2 hours of each incident; b) specific police department personnel assigned as liaisons to work with the local street outreach program; and c) arrangements for the police department liaison to meet at least monthly with the street outreach program manager.	
3	How will the police department share information on high-risk individuals with the street outreach program?
When answering the question, describe how you will provide the street outreach program manager with a list of high-risk individuals by the 15 th of each month. The list should include known or suspected gang/group members, gang/group leaders who promote gun violence, and those most likely to carry guns and be involved in shootings, including retaliatory shootings.	
4	How do you ensure that the police department provides maps of shooting locations to DCJS and the street outreach program?
When answering the question, describe how you:	
a) provide maps to the street outreach Program Manager pinpointing the locations of the prior month's shooting incidents for both the street outreach target area(s) and the entire jurisdiction by the 7th of the month; b) provide an annual map pinpointing the locations of all shooting incidents that occurred between July 1 and June 30 of the preceding year. All maps must designate which shooting incidents were homicides.	

Appendix: Aggravated Assault Resources

The six jurisdictions (Broome, Chautauqua, Middletown, Rockland, Rensselaer and Ulster) required to focus on aggravated assaults may use the below resources to respond to the problems underlying aggravated assaults (as defined by FBI Uniform Crime Reporting guidelines). Should it be determined that the other evidence based approaches will appropriately address the underlying aggravated assault problem they may also be considered.

1. [POP in Violent Crime Places](#)
2. [DCJS Youth Violence Reduction Strategy](#)
3. [Australian Institute of Criminology](#)
4. [POP and Domestic Violence](#)
5. [Intimate Partner Violence Intervention](#)
6. [Domestic Violence High Risk Team](#)

Appendix: Criminal Justice Knowledge Bank

The Division of Criminal Justice Services developed the [Criminal Justice Knowledge Bank](#) to provide additional support and resources to help police, prosecutors and community corrections professionals improve local practices using data-driven and evidence-based approaches.

The Knowledge Bank provides a forum for these professionals to share promising and innovative practices; learn from peers and foster collaboration; access national research; and connect with academic researchers.

Knowledge Bank Features

[Programs](#): Summaries of programs and initiatives submitted by agencies and organizations that detail the problem they were designed to target, implementation details, outcomes and lessons learned.

[Research Consortium](#): Connects criminal justice professionals with academics who can analyze programs and initiatives to help assess effectiveness and use data to support new approaches and ideas to address crime.

[Resources](#): Links to national research and information on evidence-based criminal justice programs and practices.

To learn more, contact the Knowledge Bank: KnowledgeBank@dcjs.ny.gov or (518) 457-7301

Appendix: Data Documents

- a) Shooting Related Violence – GIVE Eligible Jurisdictions (January 2016- November 2018)
- b) Shooting Incidents Involving Injury by GIVE Jurisdictions (2009 – 2018)
- c) Firearm Activity Reports (2013 – 2018)
- d) Aggravated Assault Crime Data

a) Shooting Related Violence
GIVE Eligible Jurisdictions
January 2016 - November 2018
Ranked by Shooting Incidents Involving Injury

Jurisdiction	Shooting Incidents Involving Injury	Individuals Killed by Gun Violence	Homicides	Violent Crimes Involving a Firearm
Buffalo City PD	653	110	135	2,538
Rochester City PD	438	58	100	1,818
Syracuse City PD	340	47	62	657
Suffolk County PD	172	33	76	976
Newburgh City PD	57	11	14	218
Middletown City PD	7	1	3	59
Orange County Total	64	12	17	277
Yonkers City PD	76	9	18	379
Mount Vernon City PD	61	16	22	269
Westchester County Total	137	25	40	648
Albany City PD	109	14	20	358
Nassau County PD	66	12	31	424
Hempstead Vg PD	70	6	14	211
Nassau County Total	136	18	45	635
Utica City PD	69	7	13	256
Niagara Falls City PD	59	6	8	366
Schenectady City PD	41	7	9	263
Poughkeepsie City PD	36	4	9	122
Troy City PD	26	1	9	224
Binghamton City PD	22	6	11	131
Jamestown City PD	12	4	6	70
Kingston City PD	6	0	1	25
Spring Valley Vg PD	1	0	1	25

Source: DCJS, UCR/IBR Reporting System
Data as of 01/28/2019

**b) Shooting Incidents Involving
Injury By GIVE Jurisdiction
2009-2018**

As of 1/08/2019

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Buffalo City PD	261	220	229	217	171	205	204	262	200	206
Rochester City PD	126	155	131	194	192	168	191	156	156	137
Syracuse City PD	73	80	86	78	74	94	113	128	113	109
Albany City PD	27	37	44	27	33	34	31	27	39	45
Suffolk County PD	84	81	77	53	57	65	74	72	61	41
Nassau County PD	61	59	41	39	34	33	28	32	20	18
Hempstead Vg PD	36	38	23	37	37	27	16	32	19	23
Nassau County Total	97	97	64	76	71	60	44	64	39	41
Yonkers City PD	43	31	21	8	12	27	34	35	28	15
Mount Vernon City PD	15	15	25	31	12	16	22	25	24	13
Westchester County Total	58	46	46	39	24	43	56	60	52	28
Utica City PD	13	12	11	9	21	24	22	21	23	27
Niagara Falls City PD	13	18	22	25	20	29	15	19	22	19
Schenectady City PD	15	24	21	21	15	15	24	18	12	14
Poughkeepsie City PD	17	15	17	13	32	13	15	17	8	11
Troy City PD	9	14	10	11	7	11	13	7	10	10
Binghamton City PD	6	11	2	8	2	6	5	5	10	7
Newburgh City PD	19	30	28	36	36	42	43	38	14	6
Middletown City PD	1	4	3	6	0	0	0	3	2	2
Orange County Total	20	34	31	42	36	42	43	41	16	8
Jamestown City PD	0	1	1	0	1	2	3	7	3	3
Kingston City PD	5	6	5	1	2	2	2	2	2	3
Spring Valley Vg PD	2	0	0	1	0	1	0	0	1	0

Source: DCJS, GIVE Monthly Shooting Activity Report Form

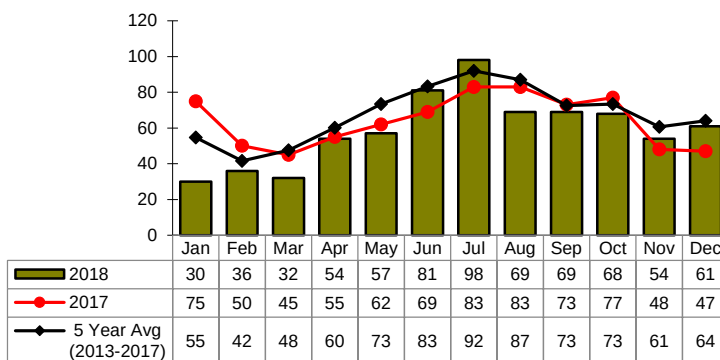
Gun Involved Violence Elimination (GIVE) Total

January - December 2018 vs. 2017

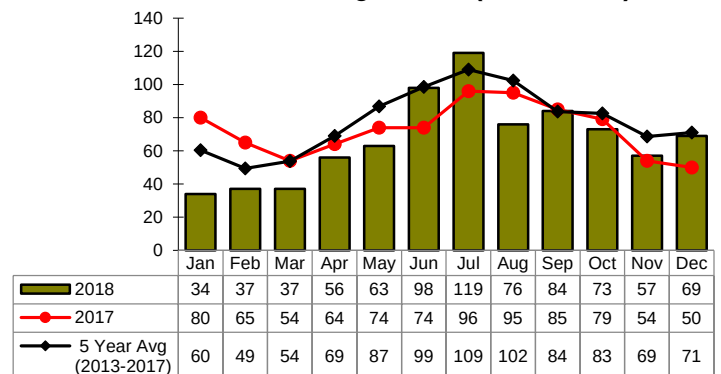
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	820	767	709	-7.6%	-13.5%
Shooting Victims (Persons Hit)	951	870	803	-7.7%	-15.6%
Individuals Killed by Gun Violence	127	107	123	15.0%	-3.1%

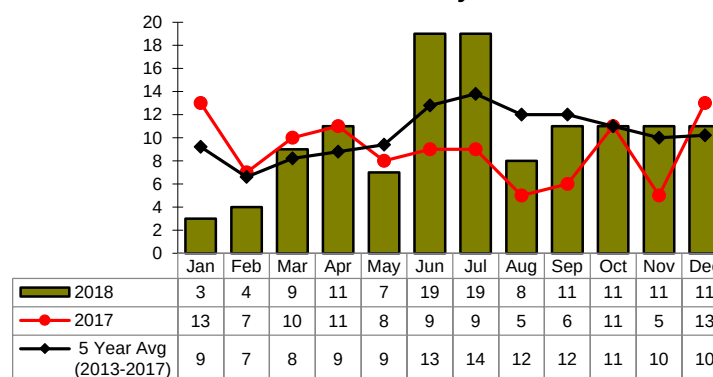
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

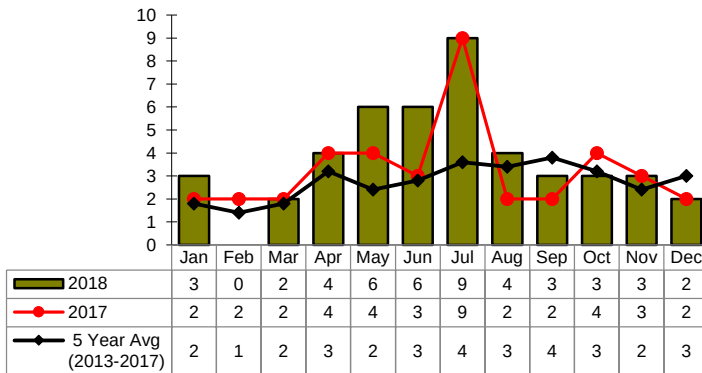
Albany City PD

January - December 2018 vs. 2017

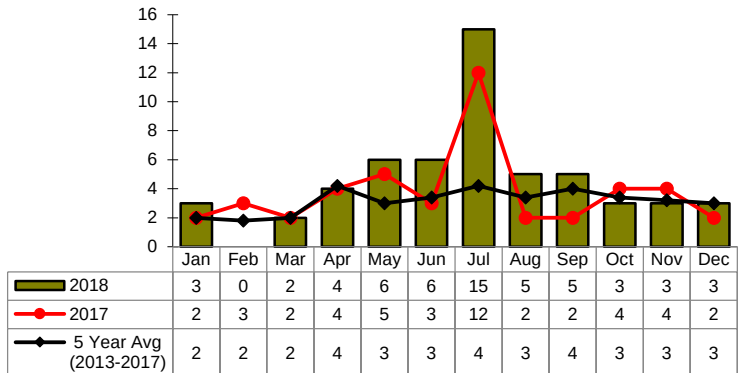
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	33	39	45	15.4%	37.2%
Shooting Victims (Persons Hit)	38	45	55	22.2%	46.3%
Individuals Killed by Gun Violence	4	5	10		

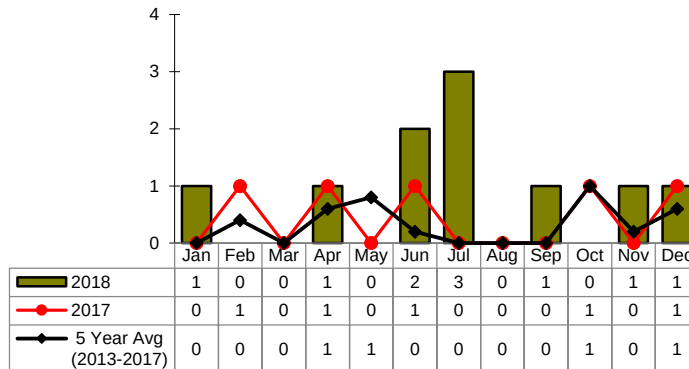
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

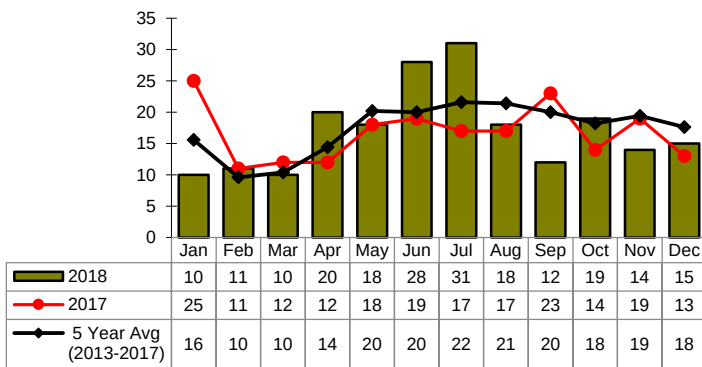
Buffalo City PD

January - December 2018 vs. 2017

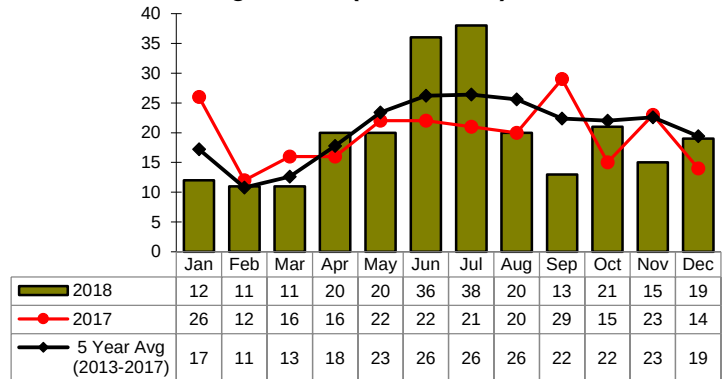
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	208	200	206	3.0%	-1.2%
Shooting Victims (Persons Hit)	246	236	236	0.0%	-4.2%
Individuals Killed by Gun Violence	35	35	44	25.7%	24.3%

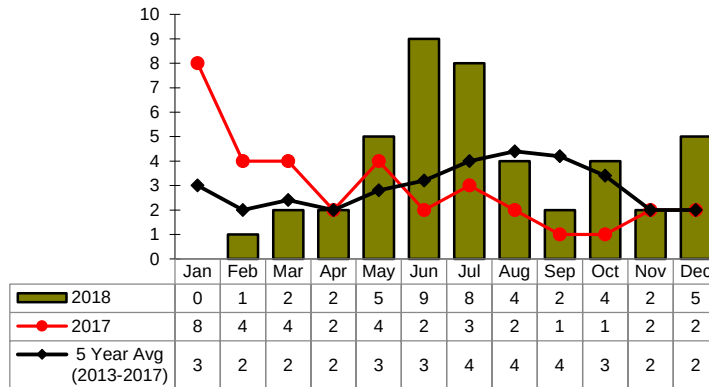
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

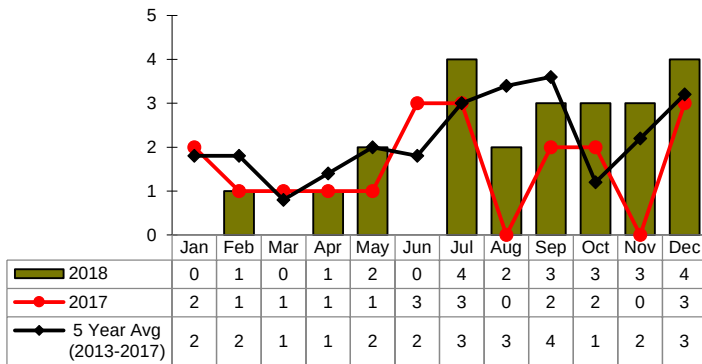
Hempstead Village PD

January - December 2018 vs. 2017

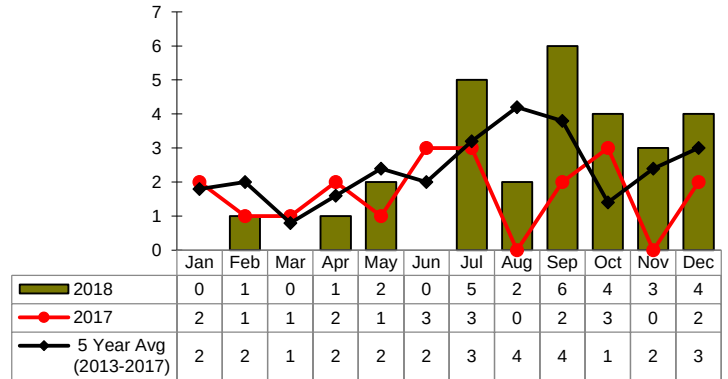
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	26	19	23	21.1%	-12.2%
Shooting Victims (Persons Hit)	29	20	28	40.0%	-2.1%
Individuals Killed by Gun Violence	5	2	2		

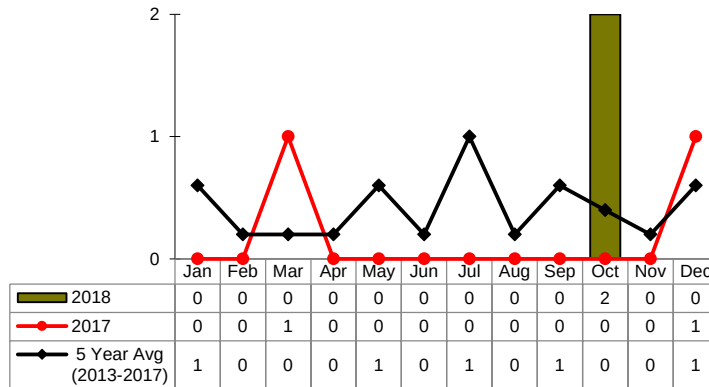
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

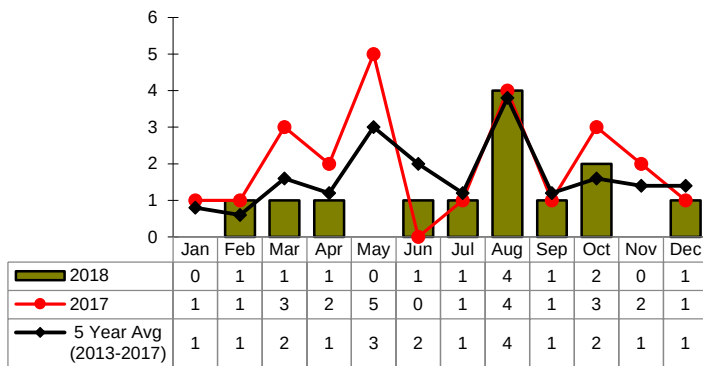
Mount Vernon City PD

January - December 2018 vs. 2017

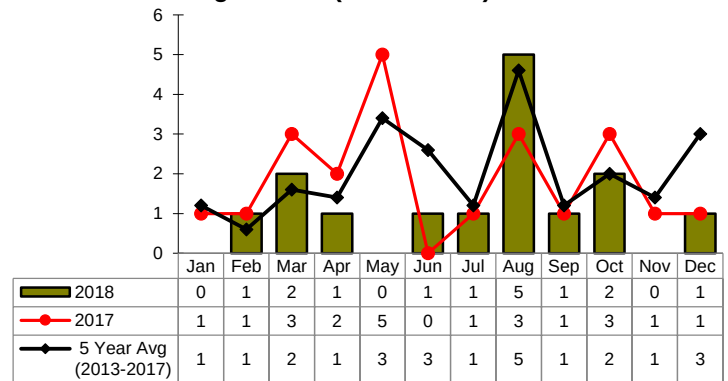
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	20	24	13	-45.8%	-34.3%
Shooting Victims (Persons Hit)	24	22	15	-31.8%	-38.0%
Individuals Killed by Gun Violence	4	4	3		

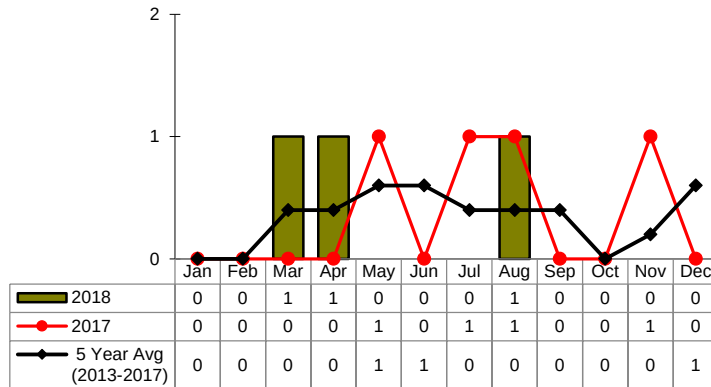
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

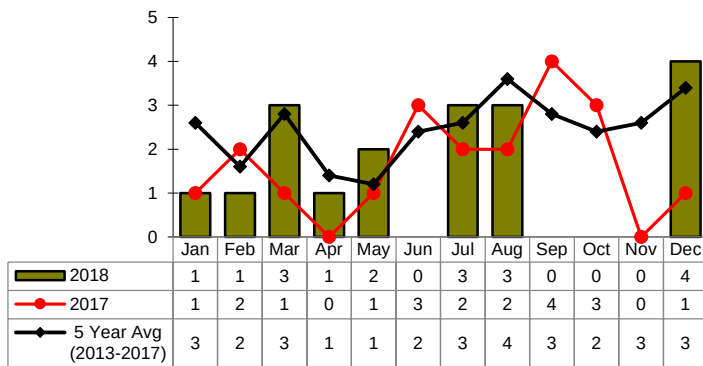
Nassau County PD

January - December 2018 vs. 2017

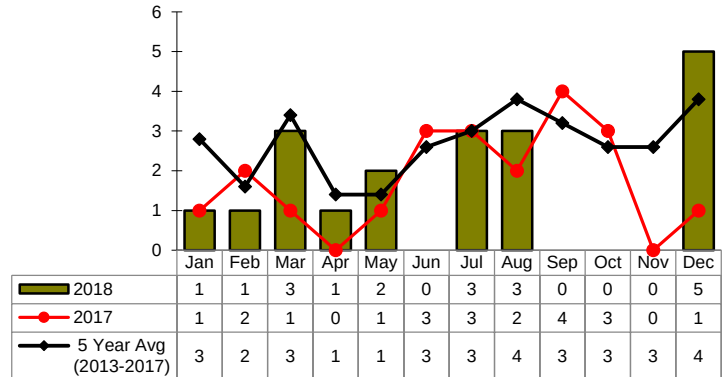
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	29	20	18	-10.0%	-38.8%
Shooting Victims (Persons Hit)	32	21	19	-9.5%	-41.0%
Individuals Killed by Gun Violence	6	2	5		

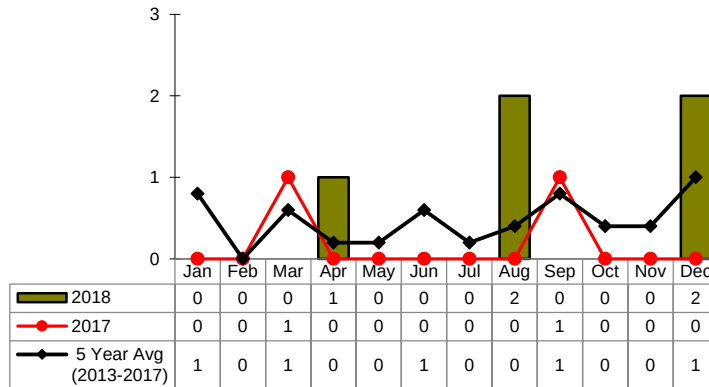
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

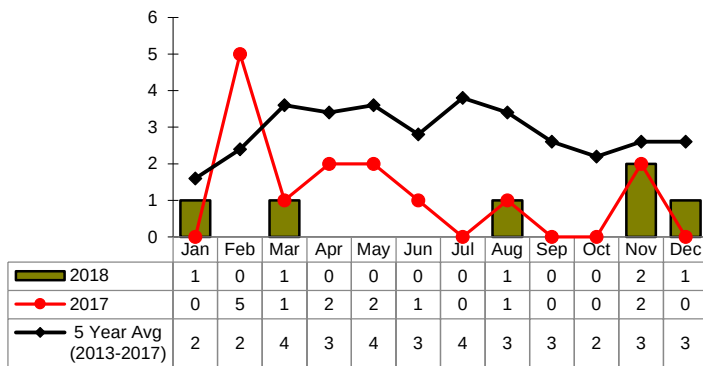
Newburgh City PD

January - December 2018 vs. 2017

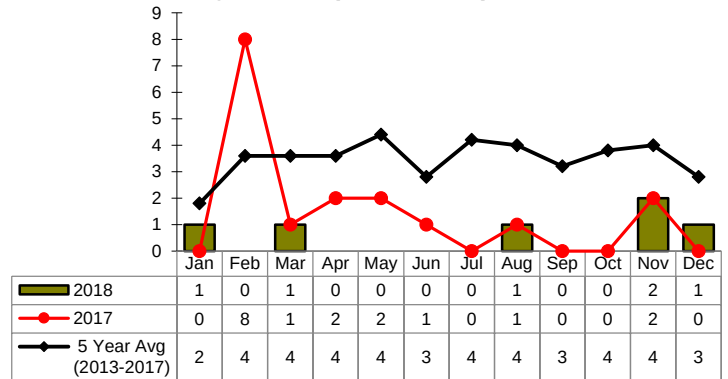
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	35	14	6		
Shooting Victims (Persons Hit)	42	17	8		
Individuals Killed by Gun Violence	3	4	2		

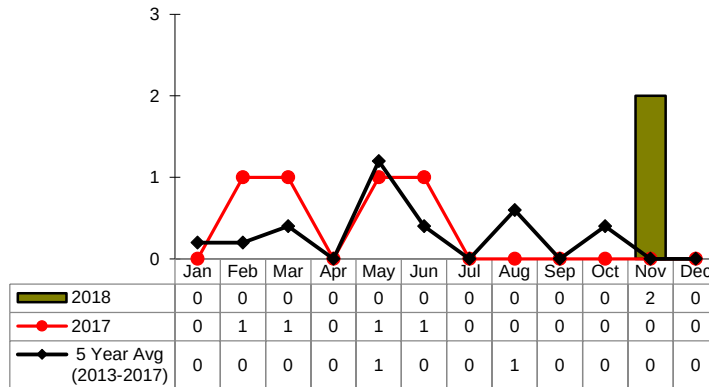
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

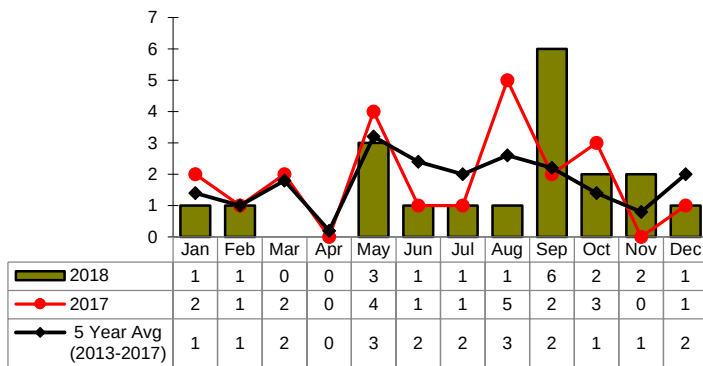
Niagara Falls City PD

January - December 2018 vs. 2017

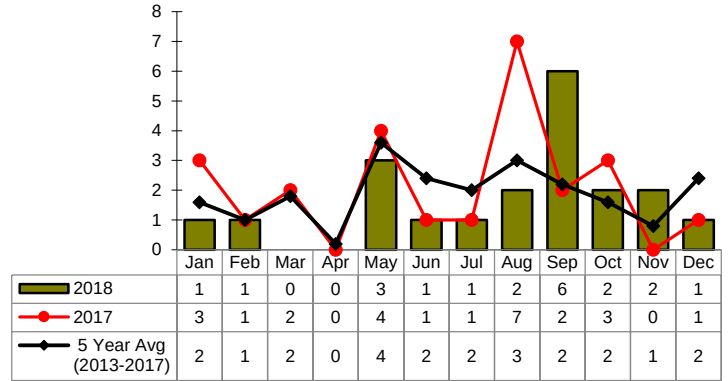
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	21	22	19	-13.6%	-9.5%
Shooting Victims (Persons Hit)	23	25	20	-20.0%	-11.5%
Individuals Killed by Gun Violence	2	3	2		

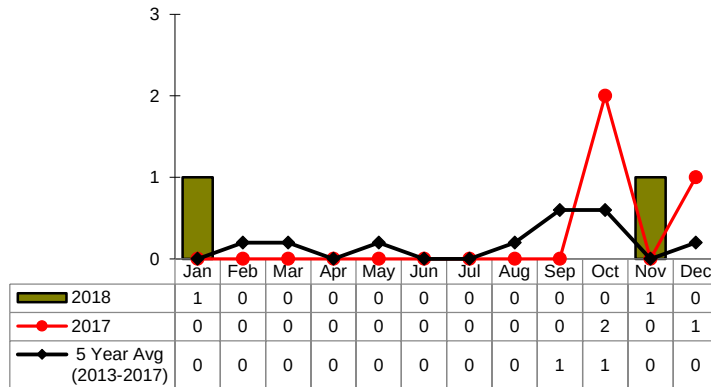
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

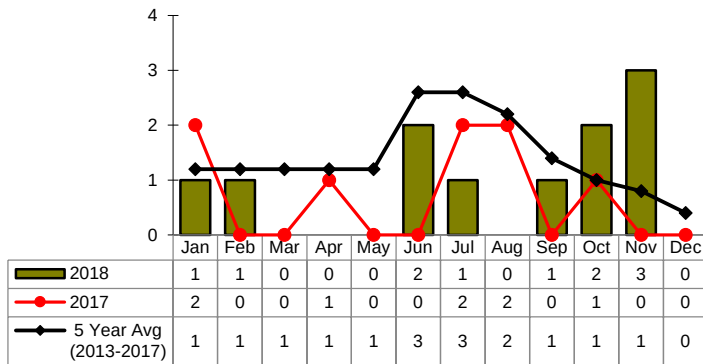
Poughkeepsie City PD

January - December 2018 vs. 2017

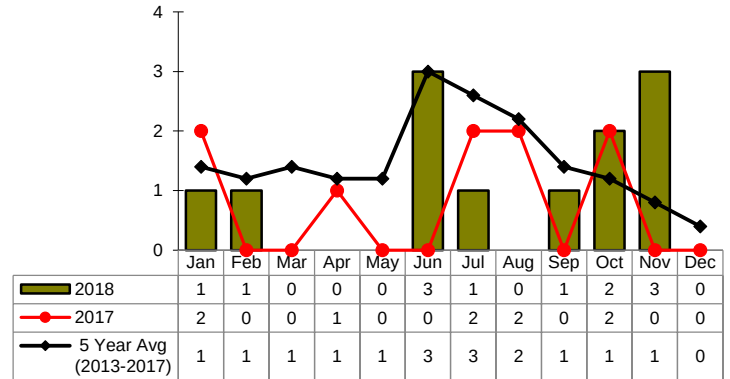
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	17	8	11	-35.3%	
Shooting Victims (Persons Hit)	18	9	12	-33.3%	
Individuals Killed by Gun Violence	2	0	3		

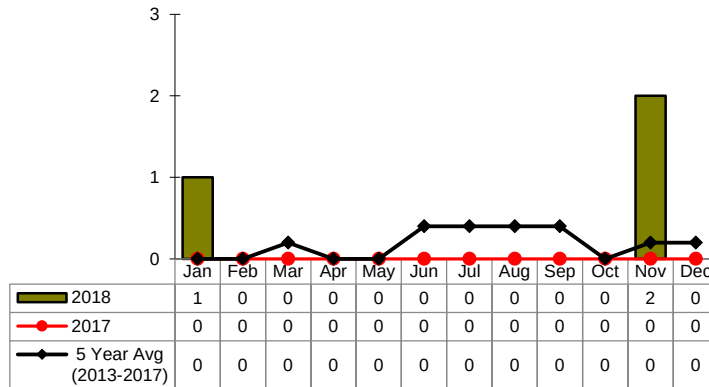
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

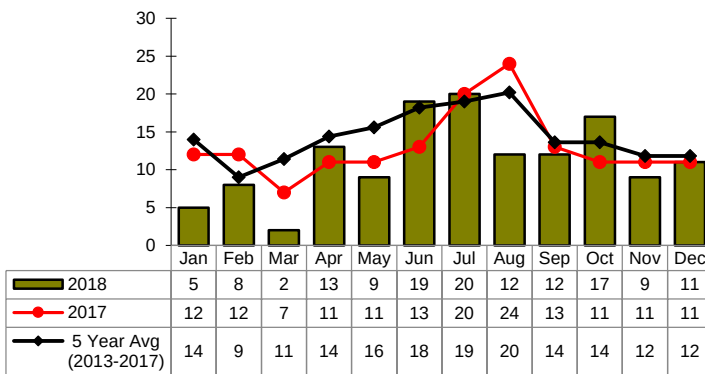
Rochester City PD

January - December 2018 vs. 2017

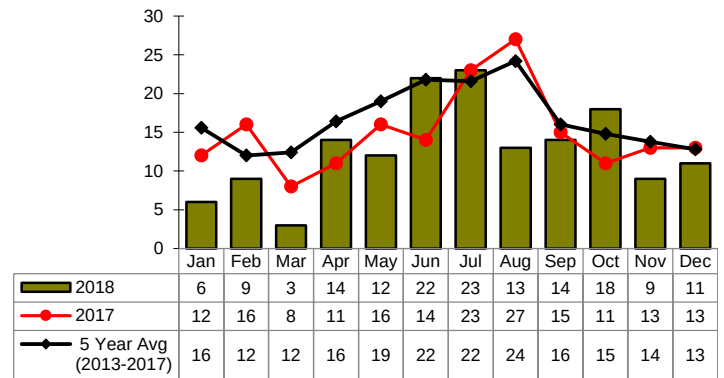
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	173	156	137	-12.2%	-20.6%
Shooting Victims (Persons Hit)	200	179	154	-14.0%	-23.2%
Individuals Killed by Gun Violence	24	15	17	13.3%	-28.0%

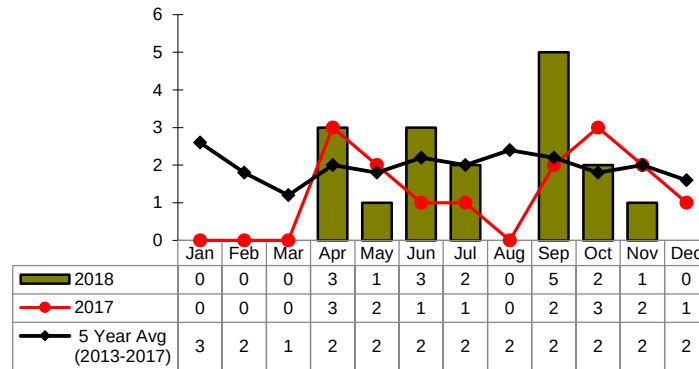
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

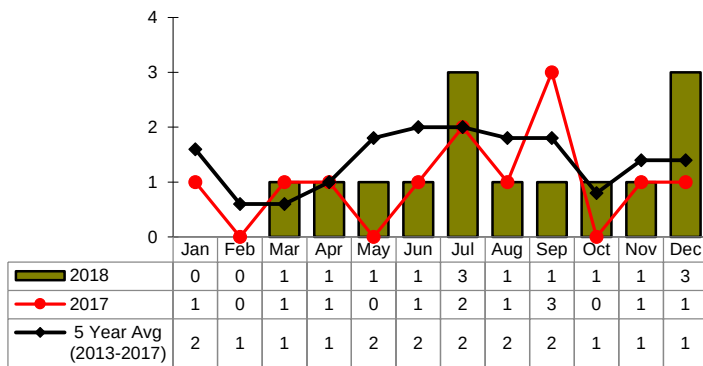
Schenectady City PD

January - December 2018 vs. 2017

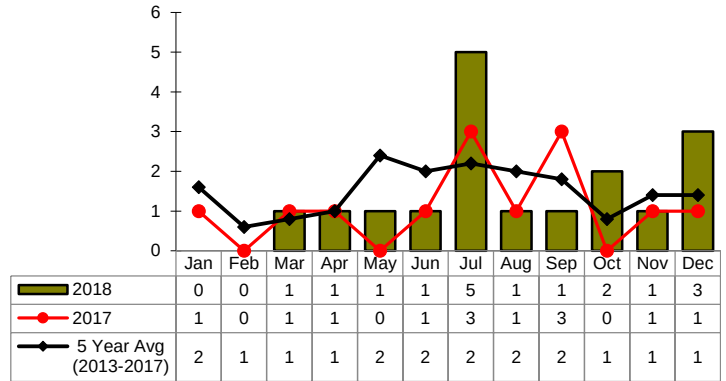
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	17	12	14	16.7%	-16.7%
Shooting Victims (Persons Hit)	18	13	17	30.8%	-5.6%
Individuals Killed by Gun Violence	4	1	0		

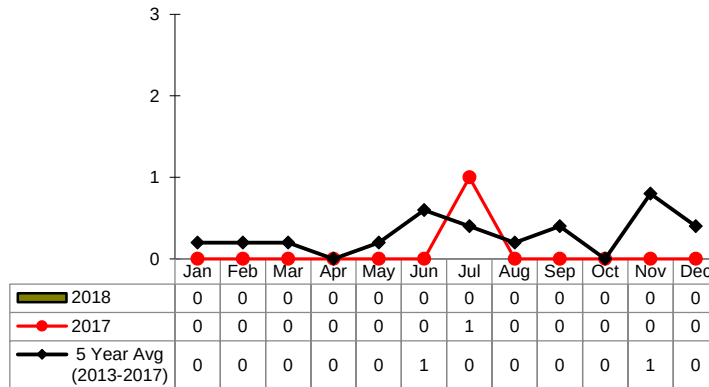
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

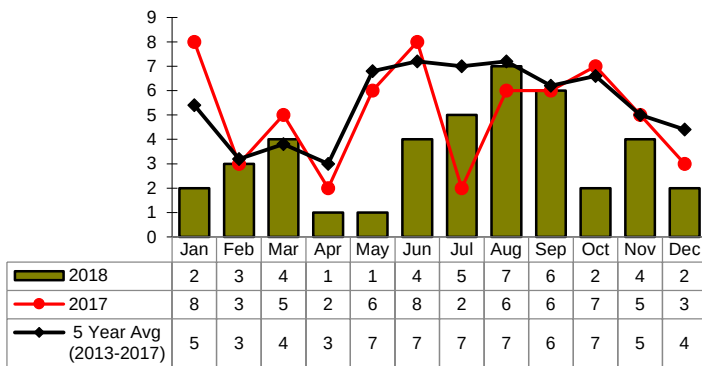
Suffolk County PD

January - December 2018 vs. 2017

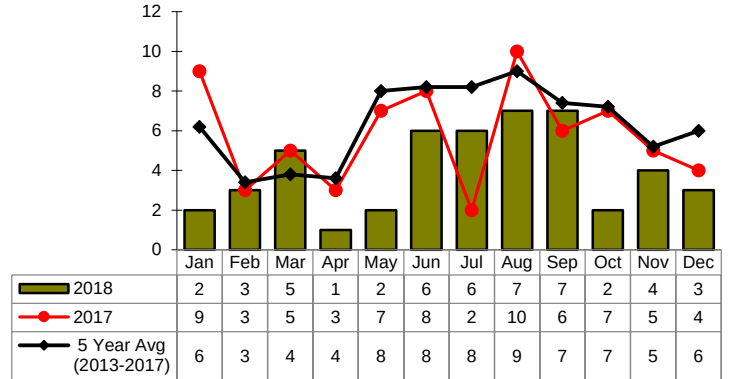
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	66	61	41	-32.8%	-37.7%
Shooting Victims (Persons Hit)	76	69	48	-30.4%	-37.0%
Individuals Killed by Gun Violence	13	8	12		-9.1%

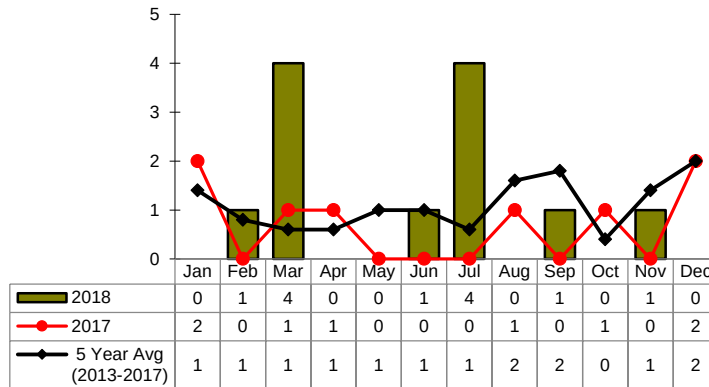
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

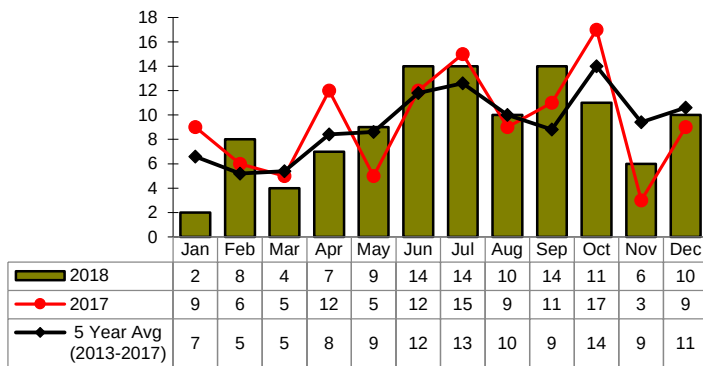
Syracuse City PD

January - December 2018 vs. 2017

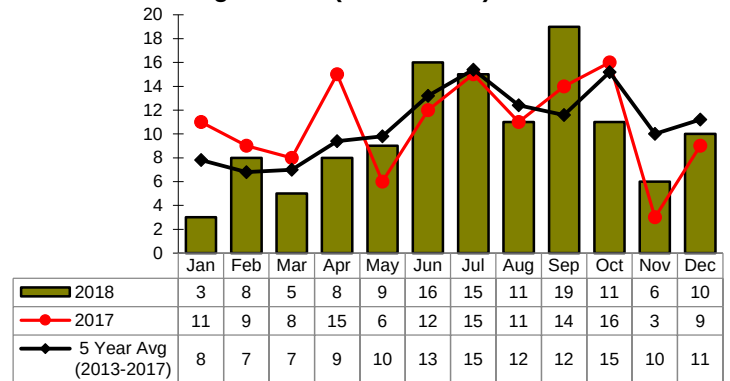
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	104	113	109	-3.5%	4.8%
Shooting Victims (Persons Hit)	123	129	121	-6.2%	-1.6%
Individuals Killed by Gun Violence	16	18	17	-5.6%	6.3%

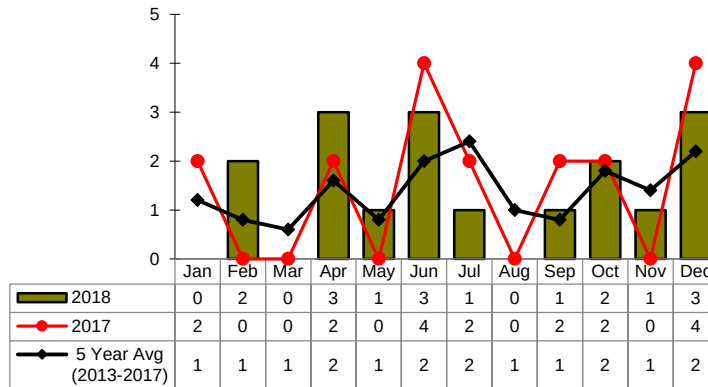
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

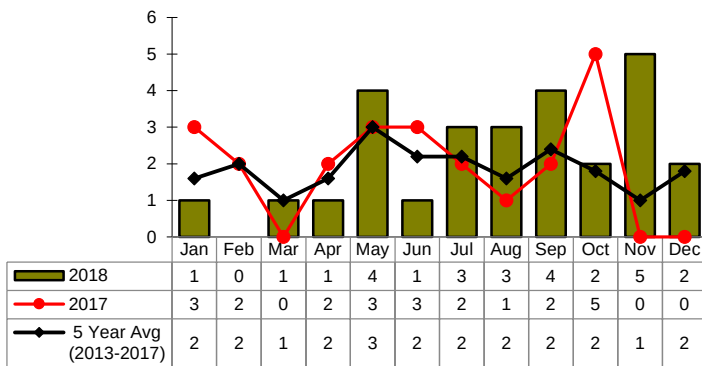
Utica City PD

January - December 2018 vs. 2017

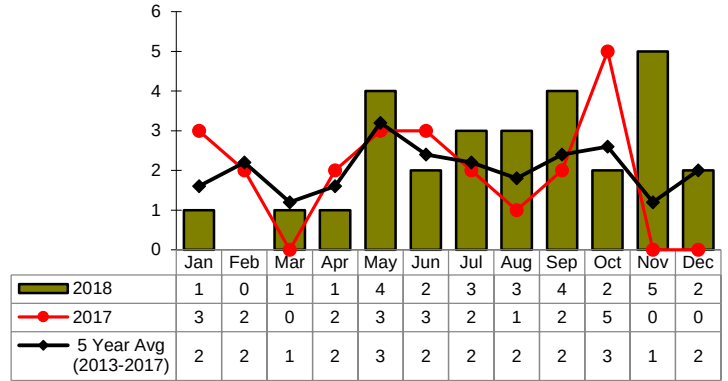
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	22	23	27	17.4%	21.6%
Shooting Victims (Persons Hit)	24	23	28	21.7%	14.8%
Individuals Killed by Gun Violence	3	2	3		

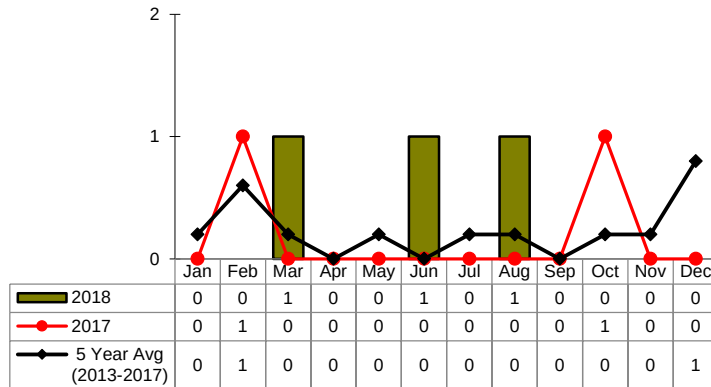
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

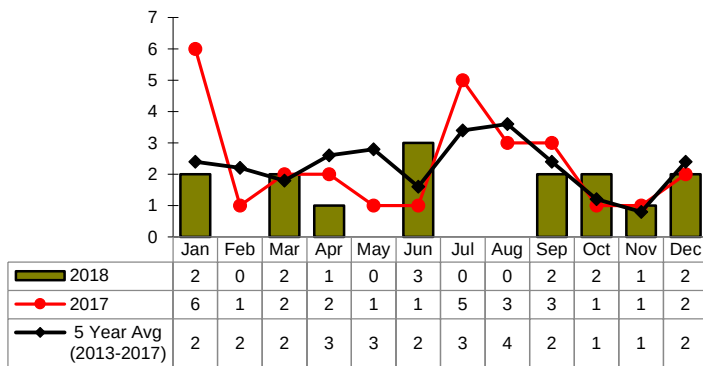
Yonkers City PD

January - December 2018 vs. 2017

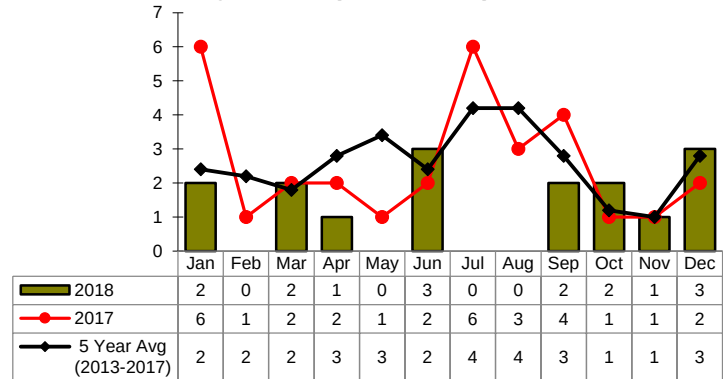
As of 1/8/2019

	5 Year Average YTD (2013-2017)	2017 YTD	2018 YTD	% Change	
				18 vs. 17	5 Yr. Avg vs. 2018
Shooting Incidents Involving Injury	27	28	15	-46.4%	-44.9%
Shooting Victims (Persons Hit)	31	31	16	-48.4%	-48.7%
Individuals Killed by Gun Violence	3	4	1		

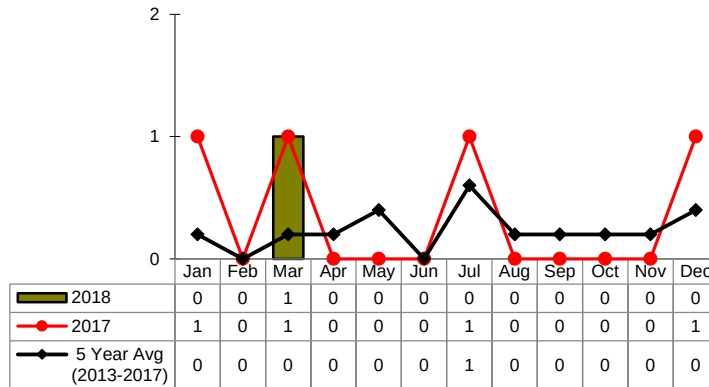
Shooting Incidents Involving Injury



Shooting Victims (Persons Hit)



Individuals Killed by Gun Violence



Current year data is preliminary and subject to change.

d) Aggravated Assault Crime Data

2016 - 2018

Part I Index Crimes

	Violent Crime			Aggravated Assault			Agg. Assault % of Total Violent		
Jurisdiction	2016	2017	2018	2016	2017	2018	2016	2017	2018
Binghamton City PD	354	361	325	215	226	207	61%	63%	64%
Jamestown City PD	225	196	227	134	138	150	60%	70%	66%
Kingston City PD	76	73	70	43	45	47	57%	62%	67%
Middletown City PD	122	103	110	69	53	62	57%	51%	56%
Spring Valley Vg PD	125	133	109	71	74	53	57%	56%	49%
Troy City PD	362	351	282	232	200	167	64%	57%	59%

Part I and Part II Assaults

	Total			Aggravated			Simple		
Jurisdiction	2016	2017	2018	2016	2017	2018	2016	2017	2018
Binghamton City PD	909	882	920	215	226	207	694	656	713
Jamestown City PD	839	796	832	134	138	150	705	658	682
Kingston City PD	363	337	399	43	45	47	320	292	352
Middletown City PD	420	356	412	69	53	62	351	303	350
Spring Valley Vg PD	344	329	326	71	74	53	273	255	273
Troy City PD	1,444	1,339	1,197	232	200	167	1,212	1,139	1,030

Domestic Violence Victim Assaults

	Total			Aggravated			Simple		
Jurisdiction	2016	2017	2018	2016	2017	2018	2016	2017	2018
Binghamton City PD	292	285	311	59	52	56	233	233	255
Jamestown City PD	471	451	524	43	61	66	428	390	458
Kingston City PD	155	143	156	12	7	20	143	136	136
Middletown City PD	N/A	207	223	N/A	25	32	233	182	191
Spring Valley Vg PD	136	148	153	11	25	22	125	123	131
Troy City PD	439	669	647	57	37	46	382	632	601

Note: Violent Crime, Aggravated Assault and Total Assault counts are based upon top charge. Victims of DV-Related Total Assault counts are victim-based.

Source: DCJS, UCR/IBR Reporting System
Data as of 02/20/2019

The following are Attachments:

Attachment 1) GIVE Tracker – Used for GIVE-funded overtime details

Attachment 2) GIVE Initiative Budget Worksheet

End of Document



Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

March 4, 2019

The Honorable David Hoovler
Orange County District Attorney's Office
40 Matthew St.
Goshen, NY 10924

Chief Doug Solomon
Newburgh City Police Department
55 Broadway
Newburgh, NY 12550

Re: Gun Involved Violence Elimination (GIVE)

Dear District Attorney Hoovler and Chief Solomon:

I am pleased to advise you that Orange County is eligible to receive an award of up to \$848,512 from the NYS Division of Criminal Justice Services (DCJS) for the Gun Involved Violence Elimination (GIVE) initiative for the contract period July 1, 2019 to June 30, 2020. DCJS utilizes a deliberate process to make GIVE award determinations with a focus on awarding funds to support the successful implementation of evidence-based crime reduction strategies. County award amounts were determined based on uniform crime data, your jurisdiction's prior adherence to prescribed GIVE strategies and best practices, and historical compliance with GIVE contract requirements.

As previously described in my correspondence from February 15, 2019, DCJS will not be issuing a competitive Request for Applications (RFA) for the 2019-20 funding. Instead, existing GIVE jurisdictions are receiving this notice of a direct award along with a *Guidance and Funding Requirements* document providing instructions on how to develop and submit the required GIVE Comprehensive Plan proposals. Under this direct award approach, DCJS is no longer restrained from providing immediate guidance and technical assistance to GIVE grantees as they develop their GIVE Comprehensive Plan proposals, and grantees are encouraged to collaborate with DCJS on the development of their strategies and proposals.

To receive funding, grantees must **submit their GIVE Comprehensive Plan proposals to DCJS no later than Noon (12:00 PM) on Monday, April 8, 2019**. Please see the attached *GIVE Guidance Document and Funding Requirements* for further information. Additionally, a webinar on the 2019-20 GIVE Comprehensive Plan proposal development and approval process will be held for all grantees on Wednesday, March 12, 2019. Access information to this webinar is provided in the attached document as well.

Upon approval of your county's GIVE Comprehensive Plan proposal by DCJS, local participating agencies will receive final grant award notifications, and the associated contracts will be developed and executed effective July 1, 2019. Please contact the DCJS Office of Public

Safety (OPS) at GIVE@dcjs.ny.gov for information and assistance in preparing the GIVE Comprehensive Plan proposal. If you have any contract-related questions, please contact David Martin in the DCJS Office of Program Development and Funding (OPDF) at (518) 485-9607, or by e-mail at David.Martin@dcjs.ny.gov.

The GIVE initiative is a critical component of New York's shooting and homicide reduction strategy and we look forward to continuing our strong partnerships to maintain New York's standing as the safest large state in the nation.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Michael C. Green".

Michael C. Green
Executive Deputy Commissioner

Attachment(s)

- 2019-20 GIVE Guidance Document and Funding Requirements
- GIVE Tracker – Used for GIVE-funded overtime details
- GIVE Initiative Budget Worksheet

cc: Dave Martin, DCJS
Raymond Neves, DCJS
Carl DuBois, Orange County Sheriff's Office
John Ewanciw, Middletown Police Department
Derek Miller, Orange County Probation

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT
A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF
\$152,592.00 TO FUND A CITY OF NEWBURGH POLICE DETECTIVE IN SUPPORT OF
THE NON-FATAL SHOOTINGS INITIATIVE PROGRAM**

WHEREAS, the City of Newburgh has been awarded a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$152,592.00; and

WHEREAS, such grant funding will be used to fully fund a City of Newburgh Police Detective position including fringe benefits and overtime to work with the Orange County District Attorney Investigator and the City's Crime Analyst in support of the Non-Fatal Shootings Initiative Program; and

WHEREAS, this Council has determined that accepting such grant would be in the best interests of the City of Newburgh and the City of Newburgh Police Department;

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 from the New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$152,592.00 to fund a City of Newburgh Police Detective position in support of the Non-Fatal Shootings Initiative Program; and

BE IT FURTHER RESOLVED, that the Interim City Manager is authorized to execute any documents and to take appropriate action to effectuate the purposes of the grant and the program funded thereby.



Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Grantee/Contractor (Subrecipient): City of Newburgh Police Department	Date: 2/25/2019
DUNS #: 966864456	Award Amount ¹ : \$152,592
Program Name: Non-Fatal Shooting Initiative	Required Contract Documents Due Date: Within 30 days of receipt of this award notice
Contact Name: Helen Reilly, Grants Administrator	Contract #: C637469
Email: hreilly@cityofnewburgh-ny.gov	DCJS #: BJ15637469/BJ16637469
GMS Project ID #: BJ18-1013-D00	Project Description: To continue support for Non-Fatal Shooting initiative.
Federal Award Period of Performance: 10/1/2016 to 9/30/2019 Contract Term: 3/1/2019 to 9/30/2019 ²	
<u>Additional Information: This program will be funded with Federal funds and requires that the following information be provided to the grantee:</u> <u>Federal Award Identification Information</u> Award Name: Edward Byrne Memorial Justice Assistance Grant Federal Award Number: 2015-DJ-BX-0470/2016-DJ-BX-0151 Name of the Federal Award Agency: U.S. Department of Justice, Bureau of Justice Assistance Federal Award Date: Aug. 31, 2015/Sept. 9, 2016 Total Amount of Federal Award: \$8,702,482/\$9,262,954 Federal Fiscal Year of Funds: 2015/2016 Catalog of Federal Domestic Assistance (CFDA) Title: Byrne Justice Assistance Grant (JAG) CFDA Number: 16.738 Research and Development: No Indirect Cost Rate: Federally approved rate or submit rate for DCJS review and approval	

Grant Questions
Katie Nardolillo, Program Representative NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-6030 or Katie.Nardolillo@dcjs.ny.gov

Please review the current applicable grant requirements in the attached document and at our DCJS website at:
<http://www.criminaljustice.ny.gov/ofpa/applcngtrntfrms.html>

Congratulations on your award. DCJS looks forward to working with you on this important project.

¹ Contingent upon available funding

² Contract can be extended once the U.S. Department of Justice, Bureau of Justice Assistance grants an extension of the federal award.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Non-Fatal Shootings Initiative Program	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Doug Solomon Chief of Police
NAME OF GRANT/NAME OF AWARDING AGENCY: Byrne Justice Assistance Grant (JAG) DCJS #BJ18-1013-DOO	GRANT SUBMITTAL DATE: February 25, 2019	AMOUNT OF AWARD: \$152,592.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) NO	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: NONE	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: Grant funding will be utilized to fully fund a City of Newburgh Police Detective position (including fringe and overtime) to work with an O.C. District Attorney investigator and crime analyst to support the Non-Fatal Shootings Initiative Program

Scope of Project: **Detective Lord is assigned to the position.**

Project Timeline: (ex. Dates) Funding period is for one year. Funding period runs from 3/01/19 through 02/28/2020. This is a continuation of the program started in 2017.

SECTION B. FOR REVIEW BY CITY COMPTROLLER



City of Newburgh

GRANT APPLICATION FORM

GRANT MATCH REQUIREMENT REVIEWED? YES/NO: COMMENTS:
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO COMMENTS:
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS:
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO CITY COMPTROLLER SIGNATURE: _____ DATE: _____ NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.
SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO CITY MANAGER SIGNATURE: _____ DATE: _____
SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE: _____



City of Newburgh

GRANT APPLICATION FORM

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

Reilly, Helen

From: Nardolillo, Katie (DCJS) <Katie.Nardolillo@dcjs.ny.gov>
Sent: Wednesday, March 06, 2019 2:26 PM
To: Reilly, Helen
Cc: Fillo, Ellen
Subject: BJ18-1013

Importance: High

Hi Helen (and Ellen),

I hope all is well. I am reaching out regarding the new NFS award you just received. It is currently listed as a 7-month contract. These projects are supported with Byrne funding and the funds lapse in September. We expect them to be extended, however, we are unable to apply for the extension until June. Once we have received the extension approval, your contract will be extended through 2/28/20. Please treat this award as you would a 1-year contract.

This contract is split funded and will require 2 budget versions each totaling \$76,296. Version 1 (\$76,296) will expire as of September, so please plan your budget accordingly.

Please let me know when you have completed the budget and work plan and I will move this on for contract processing. As always, if you have any questions, feel free to give me a call.

Hope you are both doing well!
Katie

Katie Nardolillo
Public Safety Grants Representative 2
Office of Program Development and Funding

New York State Division of Criminal Justice Services

80 South Swan St., Albany, NY 12210
(518) 457-6030 | katie.nardolillo@dcjs.ny.gov

www.criminaljustice.ny.gov

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION AUTHORIZING THREE AGREEMENTS WITH
ENDEAVOR MUNICIPAL DEVELOPMENT, INC.
FOR GRANT CONSULTING SERVICES IN AN AMOUNT
NOT TO EXCEED \$24,000.00 PER AGREEMENT FOR A 12 MONTH PERIOD**

WHEREAS, the City has obtained 3 proposals for professional grant consulting services to assist the City of Newburgh with grant research and writing support services; and

WHEREAS, Endeavor Municipal Development, Inc. has submitted 3 proposals, one each for general grant services, water service grant services, and wastewater/sewer grant services with similar scopes of work to include, but not be limited to, develop funding sources for current projects; explore funding options and eligibility for future projects; research, preparation, submission and appropriate follow up for all targeted governmental and non- governmental funding applications and the development and implementation of a project management system; and to work with appropriate City staff; and

WHEREAS, funding for said professional grant consulting services will be derived from A.1230.0448 – Other Services, F.8330.0448, and G.8120.0448; and

WHEREAS, this Council finds that entering into 3 agreements with Endeavor Municipal Development, Inc. for professional grant consulting services is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into 3 agreements with Endeavor Municipal Development, Inc. for professional grant consulting services in a total amount not to exceed \$24,000.00 per agreement for a 12 month period.

ENDEAVOR MUNICIPAL DEVELOPMENT, INC.
TEVIOTDALE
P.O. Box 187
GERMANTOWN, NY 12526
518-334-2710/518-537-4353FAX
VICTORCORNELIUS@AOL.COM

Mr. Joseph Donat
City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

January 15, 2019

Dear Administrator Donat,

The following shall constitute the agreement between us pursuant to which you, **the City of Newburgh, NY (Client)** has retained our company **Endeavor Municipal Development, Inc.** to furnish certain financial development services upon the following terms and conditions:

- 1) Client hereby engages Endeavor Municipal Development, Inc. to develop funding resources for initiatives currently undertaken by the City of Newburgh. These initiatives include, but are not limited to:
 - a. Main Street revitalization efforts,
 - b. Support of private redevelopment initiatives,
 - c. Enhancement of the City's recreational facilities,
 - d. Improvement of the City's roads, bridges and street lighting,
 - e. City planning initiatives.
- 2) For Phase One of these efforts Endeavor Municipal Development, Inc.'s responsibilities will include:
 - a. Working with the Client's staff and consultants to determine eligibility for various funding possibilities, concentrating on federal, state, regional, county, corporate and private foundation sources. This will culminate in the creation of a development plan for the projected initiatives,

- b. Structuring a schedule for the implementation of the development plan,
- 3) The period of the contract is to last for twelve months from the date of contract signing. The areas of responsibility associated with this contract are limited to performing advocacy and grant/loan filing services for the City to:
- a. The Department of Commerce's Economic Development Administration grants process,
 - b. Existing but underutilized HUD programs,
 - c. Residual Superstorm Sandy Appropriation funding processes (including FEMA and HUD),
 - d. The Federal Appropriations Process, if applicable,
 - e. The New York State Member Initiative Process, if applicable,
 - f. NYState Department of Transportation's Local Projects programs,
 - g. NYS Consolidated Funding Application.

Services provided by Endeavor Municipal Development Inc. include, but are not limited to:

- a. Meeting with representatives of both the City and the funding sources to present the various aspects of the projects, including engineering, legal and financial eligibility requirements,
 - b. Writing applications, developing reports and 'sign-off' documentation for the appropriate phases of the project,
 - c. Etc.
- 3) In consideration hereof, Client shall pay Endeavor Municipal Development, Inc. \$6,000.00 upon signing of the contract and \$6,000.00 at the beginning of each additional quarter for a total contract period of four quarters.

- 4) In addition, the Client will also provide to Endeavor Municipal Development, Inc. reimbursement for all expenses of production of the written applications or reports, i.e. duplication of photographs, photocopier expenses, folders, mailing costs, and personnel costs incurred by Endeavor after the City receives notification of its awards. Client will retain ownership of all materials developed in the context of this project and must pre-approve all expenditures of \$100 or more. When possible, in-house resources will be utilized.
- 5) Endeavor Municipal Development's fees (as defined in 3 and 4) shall be included as administration expenses and will be included in the budget to be funded through the funding sources, where permitted.
- 6) This contract can be terminated upon thirty days' notice by either party to the other party in writing and shall be delivered personally, sent by nationally recognized reputable overnight delivery service or sent by certified mail, postage prepaid, return receipt requested.
- 7) This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.
- 8) This agreement constitutes the entire agreement between the parties, shall not be modified or amended except in writing, delivered by certified mail, postage prepaid, return receipt requested; and shall be interpreted in accordance with the laws of New York State applicable to agreements executed and to be performed within.
- 9) Any work performed or services rendered by either party hereunder shall be in that party's capacity as an independent contractor and not as agent or representative of the other party. It is understood that this agreement does not constitute a joint venture by the parties hereto.
- 10) Any dispute, controversy, or difference of opinion related to this agreement or to its validity which cannot be mutually resolved between the parties shall be determined in New York in any court of competent jurisdiction.

Please confirm your consent to the foregoing by signing the enclosed copy of this letter in the appended space provided and returning same to us.

Very truly yours,

Endeavor Municipal Development, Inc.

By,

Victor Cornelius, Principal

AGREED AND ACCEPTED:

The City of Newburgh

By,

Joseph Donat, Interim City Manager

Date

ENDEAVOR MUNICIPAL DEVELOPMENT, INC.
TEVIOTDALE
P.O. Box 187
GERMANTOWN, NY 12526
518-697-0437/518-537-4353FAX
VICTORCORNELIUS@AOL.COM

Mr. Joseph Donat
City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

January 15, 2019

Dear Administrator Donat,

The following shall constitute the agreement between us pursuant to which you, **the City of Newburgh, NY (Client)** has retained our company **Endeavor Municipal Development, Inc.** to furnish certain financial development services upon the following terms and conditions:

- 1) Client hereby engages Endeavor Municipal Development, Inc. to develop funding resources for initiatives currently undertaken by the City of Newburgh's Wastewater System regarding various improvements involving its collections and processing systems. The projects are to be defined in the context of this contract period which is to last for twelve months from the date of contract signing. The areas of responsibility associated with this contract are limited to application writing, performing advocacy and grant/loan filing services for the City to:
 - a. the Environmental Facilities Corporation in the context of its formal application process for both the Clean Water State Revolving Fund and the State's Water Grant Program,
 - b. the Office Housing and Urban Development's Entitlement Community funding processes,
 - c. possible residual funding from the Superstorm Sandy Appropriation funding processes (including FEMA and HUD),

- d. NYS DEC's Water Quality Improvement Program's application process.
- e. the Federal Appropriations Process, if applicable,
- f. the New York State Member Initiative Process, if applicable,
- g. New York State Consolidated Funding Application.

Services provided by Endeavor Municipal Development Inc. include, but are not limited to:

- a. Meeting with representatives of both the City and the funding sources to present the various aspects of the projects, including engineering, legal and financial eligibility requirements,
- b. Developing reports and 'sign-off' documentation for the appropriate phases of the project,
- c.

2) In consideration hereof, Client shall pay Endeavor Municipal Development, Inc. \$6,000.00 upon signing of the contract and \$6,000.00 at the beginning of each additional quarter for a total contract period of four quarters.

3) In addition, the Client will also provide to Endeavor Municipal Development, Inc. reimbursement for all expenses of production of the written applications or reports, i.e. duplication of photographs, photocopier expenses, folders, mailing costs, and personnel costs incurred by Endeavor after the City receives notification of its awards. Client will retain ownership of all materials developed in the context of this project and must pre-approve all expenditures of \$100 or more. When possible, in-house resources will be utilized.

4) Endeavor Municipal Development's fees (as defined in 2 and 3) shall be included as administration expenses and will be included in the budget to be funded through the EFC as such.

5) This contract can be terminated upon thirty days' notice by either party to the other party in writing and shall be delivered personally, sent by nationally

recognized reputable overnight delivery service or sent by certified mail, postage prepaid, return receipt requested.

6) This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

7) This agreement constitutes the entire agreement between the parties, shall not be modified or amended except in writing, delivered by certified mail, postage prepaid, return receipt requested, and shall be interpreted in accordance with the laws of New York State applicable to agreements executed and to be performed within.

8) Any work performed or services rendered by either party hereunder shall be in that party's capacity as an independent contractor and not as agent or representative of the other party. It is understood that this agreement does not constitute a joint venture by the parties hereto.

9) Any dispute, controversy, or difference of opinion related to this agreement or to its validity which cannot be mutually resolved between the parties shall be determined in New York in any court of competent jurisdiction.

Please confirm your consent to the foregoing by signing the enclosed copy of this letter in the appended space provided and returning same to us.

Very truly yours,

Endeavor Municipal Development, Inc.

By,

Victor Cornelius, Principal

AGREED AND ACCEPTED:

The City of Newburgh

By,

Joseph Donat, Interim City Manager

Date

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 - a. the Environmental Facilities Corporation in the context of its formal application process for both the Drinking Water State Revolving Fund and the State's Water Grant Program,
 - b. the Office Housing and Urban Development's Entitlement Community funding processes,
 - c. possible residual funding from the Superstorm Sandy Appropriation funding processes (including FEMA and HUD),
 - d. NYS DEC's Water Quality Improvement Program's application

process.

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9) Any dispute, controversy, or difference of opinion related to this agreement or to its validity which cannot be mutually resolved between the parties shall be determined in New York in any court of competent jurisdiction.

Please confirm your consent to the foregoing by signing the enclosed copy of this letter in the appended space provided and returning same to us.

Very truly yours,

Endeavor Municipal Development, Inc.

By,

Victor Cornelius, President

AGREED AND ACCEPTED:

The City of Newburgh

By,

Joseph Donat, Interim City Manager

Date

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION DECLARING CITY OF NEWBURGH FIRE DEPARTMENT
VHF RADIO EQUIPMENT AS SURPLUS
AND AUTHORIZING DISPOSITION PURSUANT TO THE CITY OF NEWBURGH'S
SURPLUS PROPERTY DISPOSITION POLICY AND PROCEDURE**

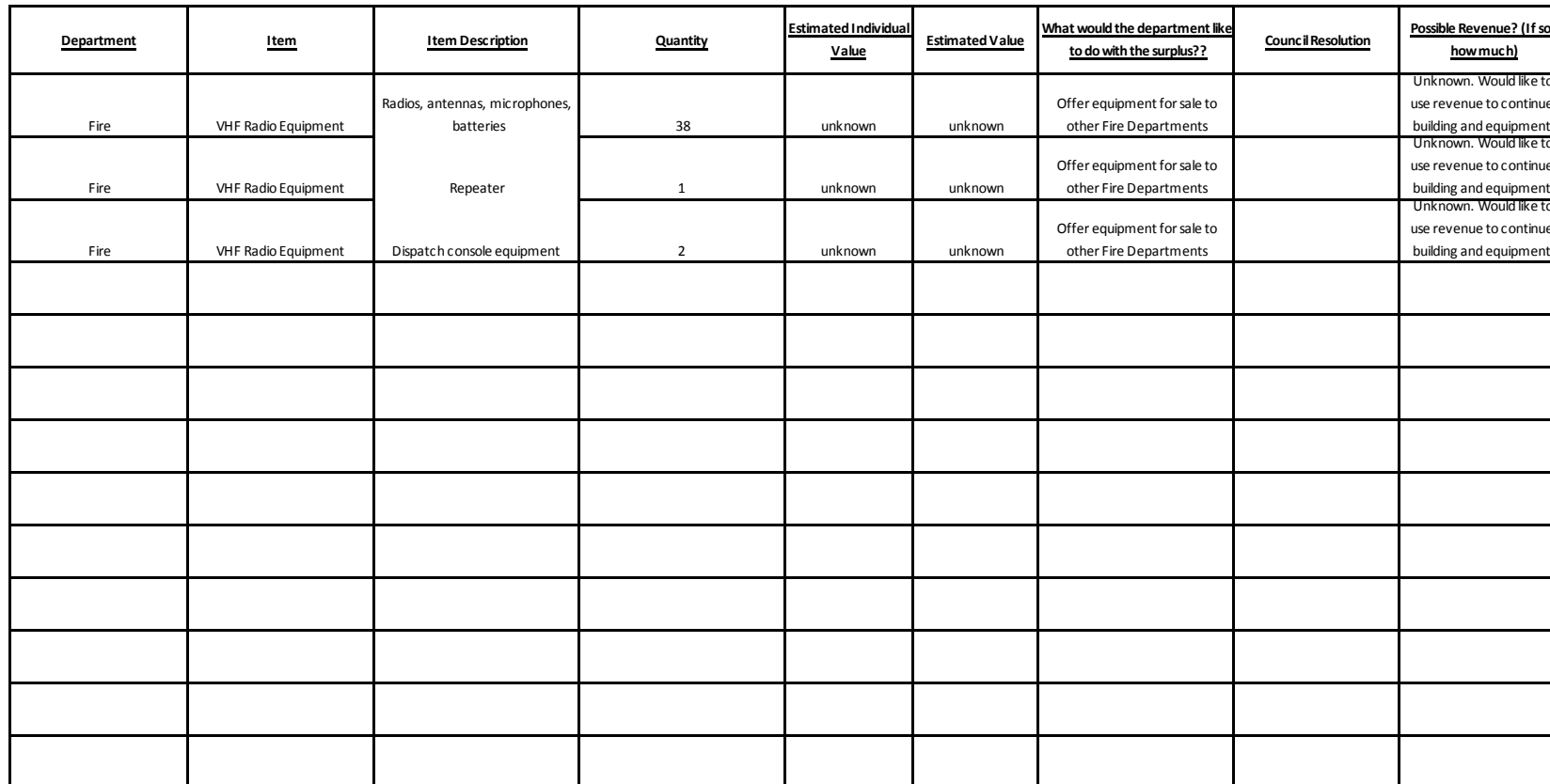
WHEREAS, the City of Newburgh Fire Department has reported that it is in possession of a VHF radio system and related equipment which is of no use by the City of Newburgh; and

WHEREAS, the Fire Department has requested that the VHF radio system and related equipment be designated as surplus and sold; and

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

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

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



CITY OF NEWBURGH FIRE DEPARTMENT

MEMORANDUM

TO: Todd Venning, Comptroller

FROM: Terry Ahlers, Acting Fire Chief

SUBJECT: Surplus VHF Radio Equipment

DATE: March 13, 2019

The Fire Department VHF radio system, and related equipment has been removed from service and should be considered surplus equipment. Please dispose of per city policy, proceeds to go towards the Fire Department budget for additional repairs and upgrades to the facilities and equipment.

If you have any questions, please contact me.



Terry Ahlers,
Acting Fire Chief

RESOLUTION NO.: _____-2019

OF

MARCH 25, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING AN ART PROJECT OF
THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT
IN COLLABORATION WITH HABITAT FOR HUMANITY OF GREATER NEWBURGH**

WHEREAS, the Newburgh Enlarged City School District (the “District”) in collaboration with Habitat for Humanity of Greater Newburgh (“Habitat”) has proposed to install student art work on the windows of vacant buildings awaiting rehabilitation; and

WHEREAS, the buildings proposed for the installation of the student art work are located at 324 Robinson Avenue, 114, 116, 118, 122, 124, 126, and 128 William Street; and

WHEREAS, the art work is proposed to be installed on the boards of the windows of the vacant buildings and will be non-permanent and removable and the project sponsors will take reasonable efforts to comply with regulations applicable to the East End Historic District and Section 129-8 of the City Code addressing the boarding of buildings or structures as follows:

- All broken glass shall be removed from the doors or windows of said buildings or structures;
- All openings shall be entirely boarded up with either plywood or pressboard having a minimum thickness of 3/8 inch;
- All art work will be applied to plywood or pressboard used in boarding up with the color and quality of the paint is subject to the approval of the Building Inspector; and
- All openings which are not within 10 feet of ground level at their lowest point and which are not readily accessible from ground level or from neighboring buildings or structures shall have a one-square-foot opening on the top of the enclosure which shall be covered by a quarter-inch wire mesh screen. Louvers may be used in place of the wire mesh screen, provided that they do not inhibit the ventilation; and

WHEREAS, the City of Newburgh (the “City”) wishes to support the District’s art programs;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Council of the City of Newburgh hereby supports the collaborative art project of the Newburgh Enlarged City School District and Habitat for Humanity of Greater Newburgh for the installation of student artwork on boards of the windows of vacant buildings located at 324 Robinson Avenue, 114, 116, 118, 122, 124, 126, and 128 William Street in the City of Newburgh subject to the conditions herein stated.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING ADDITIONAL FUNDING FOR LEAD SERVICE LINE REPLACEMENT**

WHEREAS, lead in drinking water poses a serious threat to the health and safety of children;
and

WHEREAS, there is no safe level of lead in drinking water, with even low levels of exposure associated with learning disabilities, impaired speech and hearing, and diminished IQ; and

WHEREAS, lead service lines, connecting public water mains to a building's internal plumbing, are the primary cause of lead in drinking water; and

WHEREAS, the removal and replacement of lead service lines is essential to reduce childhood lead exposure and protect drinking water from contamination; and

WHEREAS, the City of Newburgh discovered elevated levels of lead in the drinking water of some residences in December 2018; and

WHEREAS, the Lead Service Line Replacement Program, created through the Clean Water Infrastructure Act of 2017, expanded the City of Newburgh's capacity to invest in this vital infrastructure improvement; and

WHEREAS, the current level of state funding will remove only a fraction of the City of Newburgh's lead service lines and is insufficient to eliminate the threat of lead in drinking water across the state;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Clerk be and hereby is directed to send a copy of this resolution to Governor Andrew M. Cuomo, Speaker of the New York State Assembly Carl Heastie, New York State Senate Majority Leader Andrea Stewart-Cousins, Senator James Skoufis, and Assemblyman Jonathan Jacobson encouraging and requesting that they continue to fund lead service line replacement and increase the dedicated line for the Lead Service Line Replacement Program to \$100 million.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING WATER INFRASTRUCTURE FUNDING**

WHEREAS, up-to-date water infrastructure is vital to protect public health and the environment and foster thriving communities; and

WHEREAS, most communities and especially the City of Newburgh, have aging and crumbling drinking water and wastewater infrastructure causing damage to our roads, streets, schools, homes and businesses; and

WHEREAS, investing in infrastructure projects creates good-paying jobs and a solid foundation for businesses; and

WHEREAS, key members in both the Senate and Assembly, along with the Governor, recognized that local governments need financial support and passed the Water Infrastructure Improvement Act (WIIA) of 2015 and the Clean Water Infrastructure Act (CWIA) of 2017; and

WHEREAS, the WIIA and the CWIA have been successful at awarding \$770 million to protect clean water across the state; and

WHEREAS, Newburgh has greatly benefited from New York's water infrastructure program, receiving two grants to jump-start water quality improvements; and

WHEREAS, only a fraction of severely needed projects have been able to receive grants due to a lack of sufficient funding to meet New York's water infrastructure needs;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Clerk be and hereby is directed to send a copy of this resolution to Governor Andrew M. Cuomo, Speaker of the New York State Assembly Carl Heastie, New York State Senate Majority Leader Andrea Stewart-Cousins, Senator James Skoufis, and Assemblyman Jonathan Jacobson encouraging and requesting that they continue to fund water infrastructure projects and include a \$5 billion, five-year commitment for the Clean Water Infrastructure Act in the SFY 2019-2020 State Budget.

RESOLUTION NO.:_____ - 2019

OF

MARCH 25, 2019

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR APRIL 8, 2019
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW ENACTING
CHAPTER 60 ENTITLED “MUNICIPAL IDENTIFICATION CARD PROGRAM”
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning “A Local Law Enacting Chapter 60 entitled ‘Municipal Identification Card Program’ of the Code of Ordinances of the City of Newburgh”; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 8th day of April, 2019, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2019

OF

_____, 2019

**A LOCAL LAW ENACTING CHAPTER 60 TO THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH ENTITLED
“MUNICIPAL IDENTIFICATION CARD PROGRAM”**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 60 “Municipal Identification Card Program” be and is hereby enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Enacting Chapter 60 entitled ‘Municipal Identification Card Program’ to the Code of Ordinances of the City of Newburgh”.

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to enact new Chapter 60 entitled “Municipal Identification Card Program” to read as follows:

§ 60-1 Legislative findings, intent and purpose.

- A. The City Council of the City of Newburgh finds that many residents of the City of Newburgh often do not have access to various forms of identification and therefore have difficulty obtaining services, such as bank accounts, health care and access to public and government buildings. This barrier leaves thousands of individuals, including, but not limited to, immigrants, homeless persons, transgender persons, senior citizens, young people, and the formerly incarcerated, without access to critical services. It is the intent of the City Council to continue the City of Newburgh’s status as a fair and welcoming center for all residents without regard to a person’s race, national origin, religion, sex, sexual orientation, gender identity, disability, immigration, housing, or financial status.
- B. Residents’ lack of access to acceptable forms of identification also raises public safety concerns for the City of Newburgh. Residents without access to bank accounts often carry large amounts of money on their person or store it in their home making them targets for crime. In addition, residents who cannot produce proof of identity are often reluctant to report crimes to the police that they suffer or witness. Studies show that immigrant populations in particular are victimized by crime at rates similar to or greater than the general population but immigrant populations report crime at lower rates than the general

population. The under-reporting of crime poses a serious public safety problem and erodes the ability of law enforcement to function effectively in the City of Newburgh.

- C. A City of Newburgh identification card would help reduce the impact of the barriers to services outlined above, improve public safety, and foster pride and participation in the community. A City of Newburgh identification card would encourage crime reporting and witness cooperation and support a safer community. A City of Newburgh identification card also could assist more City residents to open bank accounts, access public facilities, receive resident discounts when available from local businesses, events, and arts institutions. A City of Newburgh identification card would benefit children and youth who become lost and normally possess no identification or emergency contact information and elderly citizens who no longer drive and may not possess a valid driver's license. Therefore, it is in the best interests of the City of Newburgh and its residents to issue its own municipal identification card.
- D. By authorizing and creating a municipal identification card program, the City Council does not intend to expand identification requirements for access to basic services or exercise of constitutional rights. The City of Newburgh municipal identification program should not be used to require individuals to produce government-issued identification to access services and benefits where such identification is not now required, such as registering to vote or casting a ballot.

§ 60-2 Disclaimer.

The City of Newburgh is providing the City of Newburgh Municipal Identification Card for identification and access to services provided by the City of Newburgh. The City of Newburgh does not act as a guarantor or warrantor of either of the information provided by the applicant for a City of Newburgh Municipal Identification Card or of/against acts, criminal or otherwise, committed by the individual(s) while possessing or using a City of Newburgh Municipal Identification Card. The City of Newburgh does not waive any of its protections afforded under Federal, State or local laws, processing and/or issuing the City of Newburgh Municipal Identification Card.

§ 60-3 City of Newburgh Municipal Identification Card Program.

- A. The City of Newburgh hereby establishes a City of Newburgh municipal identification card program. The City of Newburgh municipal identification card shall be issued to individuals who can prove their identity and residency in accordance with the terms of this chapter. The City Clerk shall be designated to administer the City of Newburgh Municipal Identification Card Program.
- B. The City Clerk shall act as the custodian of all records and applications and undertake the development of all policies and procedures necessary to implement the City of Newburgh Municipal Identification Card Program.

§ 60-4 Definitions.

CITY OF NEWBURGH or CITY means The City of Newburgh, a municipal corporation, or any department, agency, board or commission thereof.

CITY OF NEWBURGH MUNICIPAL IDENTIFICATION CARD or CITY OF NEWBURGH IDENTIFICATION CARD means an identification card issued by the City of Newburgh pursuant to Section 60-y of this Chapter.

RESIDENT means a person who can establish that he or she is a current resident of the City of Newburgh.

§ 60-5 Issuance of City of Newburgh Municipal Identification Cards.

- A. The City of Newburgh Municipal Identification Card shall be available to any resident of the City of Newburgh over the age of 14, provided that such resident is able to meet the requirements for establishing his or her identity and residency as set forth in this chapter.
- B. Applications for a City of Newburgh Municipal Identification Card shall be made on a form specified by the City Clerk. Each application for a new City of Newburgh Municipal Identification Card shall be accompanied by a fee as established in Chapter 163 "Fees" of the Code of Ordinances of the City of Newburgh.
- C. The City of Newburgh Municipal Identification Card shall display, at a minimum, the cardholder's photograph, name, date of birth, and expiration date. The City of Newburgh Municipal Identification Card shall be designed in a manner to deter fraud, which may include bar codes, serial numbers, watermarks, the City seal and/or other security measures.
- D. The City of Newburgh Municipal Identification Card shall be valid for a period of four (4) years from the date of issuance and may thereafter be renewed for a fee as established in Chapter 163 "Fees" of the Code of Ordinances of the City of Newburgh. A City of Newburgh Municipal Identification Card may be replaced or information changed for a fee established in Chapter 163 "Fees" of the Code of Ordinances of the City of Newburgh.
- E. Fees for any new, renewed, or replacement City of Newburgh Municipal Identification Card may be waived by the City Clerk based on information presented with the application and approved by the City Manager.
- F. The City Clerk may require applicants to schedule an appointment for the purpose of the orderly administration of the City of Newburgh Municipal Identification Card Program.

§ 60-6 City of Newburgh Municipal Identification Card eligibility

In order to obtain a City of Newburgh Municipal Identification Card, an applicant must establish proof of identity and proof of residency within the City of Newburgh. The City of Newburgh

Municipal Identification Card Program shall implement the following point system to determine whether applicants are able to prove identity and residency in the City of Newburgh. A total of 5 points of proof are required. An applicant must attain 4 points of identification and 1 point of residency. All documents submitted must be original or certified copies and bear the required state and/or municipal seals. If the applicant is a minor, the proof must be submitted on behalf of said minor by the applicant's parent(s), legal guardian, or by a court of competent jurisdiction.

- A. Proof of identity. In order to establish identity, an applicant shall be required to attain four points of identification by producing at least one of the following document from List One (four points), current or expired not more than five years prior to the date of the City of Newburgh Municipal Identification Card application, or one document from List Two (three points) along with one document from List Three (one point).
 - 1. List one (four-point documents): United States or foreign birth certificate; United States or foreign passport; United States state driver's license; United States state identification card; United States permanent resident card; a consular identification card; a photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for reentry to the issuing country; a national identification card with photo, name, date of birth, and expiration date; a foreign driver's license; United States or foreign military identification card; a current visa issued by a government agency.
 - 2. List Two (three-point documents): United States citizenship and naturalization certificate; United States federal government or tribal-issued photo ID; state veterans ID with photo.
 - 3. List Three (one-point document): social security card; EBT card; high school or college diploma; ITIN (individual taxpayer identification number) card or authorization letter (must be accompanied by an ID with a photograph); voter registration card.
- B. Proof of residency. In order to establish residency, an applicant shall be required to produce at least one of the following items which must show the applicant's name and residential address located within the City of Newburgh and must be dated no more than 60 days prior to the date such document is presented, unless otherwise indicated below:
 - 1. A utility bill;
 - 2. A current residential property lease;
 - 3. A local property tax statement dated within one year of the date it is submitted;
 - 4. A local real property mortgage payment receipt;
 - 5. A bank account statement;
 - 6. Proof that the applicant has a minor child currently enrolled in a school located within the Newburgh Enlarged City School District based on a City of Newburgh address;
 - 7. An employment pay stub;
 - 8. A jury summons or court order issued by a federal or state court;

9. A federal or state income tax or refund statement dated within one year of the date it is submitted;
10. An insurance bill dated within one year of the date it is submitted (homeowner, renter, health, life, or automobile insurance);
11. Written verification issued by a homeless shelter located within the municipality that confirms at least 15 days' residency;
12. Written verification issued by a hospital, health clinic or social services agency located within the City of Newburgh confirming at least 15 days' residency.

§ 60-7 Confidentiality

- A. The records relating to the application and issuance of City of Newburgh Municipal Identification Card shall be maintained in accordance with the law.
- B. The City of Newburgh will make the best efforts to protect the confidentiality of all City of Newburgh Municipal Identification Card applicants to the maximum extent allowable by federal and state law.
- C. The City of Newburgh shall not disclose information obtained from an applicant for a City of Newburgh Municipal Identification Card to any public or private entity or individual, including federal, state, or city immigration or law enforcement entities, unless:
 1. Authorized in writing by the individual to whom such information pertains, or if such individual is a minor or is otherwise not legally competent, by such individual's parent or legal guardian; or
 2. So-ordered by a court of competent jurisdiction whose decisions are binding on the City of Newburgh; or
 3. Requested by a City of Newburgh department for the limited purpose of administering the program or determining the applicant's eligibility for additional benefits, services, or care, provided that such disclosure complies with all applicable federal and state privacy laws and regulations.
- D. The City Clerk's office shall not retain original or copies of documents provided by an applicant to prove identity or residence when applying for a City of Newburgh Municipal Identification Card. The City Clerk's office nor will not retain any listing of such documents. Any documentation provided by the applicant during the application process shall be immediately returned to the applicant after the City of Newburgh Municipal Identification Card is printed. A statement will be included on the application form indicating that the City Clerk's office has reviewed the applicable documentation submitted by the applicant, and such official in the City Clerk's office will initial the application showing that the qualifying documentation has been submitted, but not retained, in connection with the application.

§ 60-8 Access to services

- A. All City of Newburgh municipal departments, agencies and offices, and appropriate municipal employees, including law enforcement officers, may accept the City of Newburgh Municipal Identification Card as proof of identity and residency, except where acceptance of the City of Newburgh Municipal Identification Card is prohibited by or conflicts with state or federal law.
- B. The City may take reasonable efforts to publicize the benefits and promote the acceptance of the City of Newburgh Municipal Identification Card within the City of Newburgh.
- C. The City of Newburgh municipal, departments, agencies, employees, and offices may not require the possession of a City of Newburgh Municipal Identification Card where identification is not already required in order to obtain City services; provided, however, that the City of Newburgh municipal departments, agencies, employees, and offices may require the possession of a City of Newburgh Municipal Identification Card to obtain benefits or privileges offered exclusively to those who possess a City of Newburgh Municipal Identification Card as an incentive to apply for the municipal identity card.
- D. The City will train appropriate municipal personnel, municipal offices, and law enforcement officers to ensure that the City of Newburgh Municipal Identification Card is effectively accepted for its intended use as is outlined in this chapter.

§ 60-9 Language assistance

The City may, consistent with all federal, state and local laws, use reasonable efforts to provide language assistance to applicants for the City of Newburgh Municipal Identification Card to facilitate access thereto. The City may use reasonable efforts to interpret foreign documents but applicants are responsible to provide translation of documents used to support an application for the City of Newburgh Municipal Identification Card.

§ 60-10 Violations; penalties for offenses

It is a violation of this chapter for any person or entity to undertake any of the following acts. A fine of no more than \$100 may be imposed for each violation.

- A. To knowingly present false information in the course of applying for a City of Newburgh Municipal Identification Card.
- B. To alter, copy, or replicate a City of Newburgh Municipal Identification Card without the authority of the City.
- C. To use a City of Newburgh Municipal Identification Card issued to another person, with the intent to cause a third person or entity to believe the holder of the card is the person to whom the card was issued.

SECTION 4 - SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 5 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Code of Ordinances affected thereby.

SECTION 6 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 7 - EFFECTIVE DATE

This Local Law and shall be effective on _____, 2019 and after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

ORDINANCE NO.: _____ - 2019

OF

_____, 2019

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

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

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

§ 163-1. Schedule of Code Fees.

Code Section	Type of Fee	Amount
<u>Chapter 60, Municipal Identification Card Program</u>		
<u>§ 60-5</u>	<u>Application fee</u>	<u>\$10.00 (adult)</u> <u>\$5.00 (under 18 or over 62,</u> <u>veteran, disabled)</u>
	<u>Renewal fee</u>	<u>\$5.00</u>
	<u>Replacement or change of information fee</u>	<u>\$5.00</u>

Section 2. This ordinance shall take effect on _____ and upon the filing of Local Law No. -2019 of _____, 2019 in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION APPOINTING CHRISTINA E. AMATO,
SARAH BECKHAM HOOFF AND MICHAEL KELLY
TO FILL VACANCIES ON THE BOARD OF DIRECTORS OF THE
CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY**

WHEREAS, the City of Newburgh Industrial Development Agency has notified the City Council of three vacancies on its Board of Directors and has recommended three candidates to fill those vacancies; and

WHEREAS, the City Council has determined that appointing three members to the Board of Directors of the City of Newburgh Industrial Development Agency 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 following individuals be and are hereby appointed as members of the Board of Directors of the City of Newburgh Industrial Development Agency:

Christina E. Amato
Sarah Beckham Hooff
Michael Kelly; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.



City of Newburgh
INDUSTRIAL DEVELOPMENT AGENCY

83 Broadway
Newburgh, NY 12550
ida@cityofnewburgh-ny.gov
TEL: (845) 569-7369

March 7, 2019

Mayor Torrance Harvey and
Members of the City Council
City of Newburgh
83 Broadway
Newburgh, NY 12550

**RE: *City of Newburgh Industrial Development Agency ("NIDA")
Board Member Appointments***

Dear Mayor Harvey and Esteemed Council Members:

As you were previously notified, there are three vacancies on the NIDA's board. We received resignations from Joshua Smith, John Penney, and Michael Curry, who have served NIDA with distinction since 2008, and were instrumental in re-certifying NIDA with the NYS Authorities Budget Office.

Consistent with NIDA policy, public notification of the vacancies was made and candidates were invited to apply.

On two separate occasions, the Governance Committee met with candidates to discuss their interest in serving on the NIDA board. They were also apprised of the Duties and Responsibilities of Board Members (enclosed) and requirements for participating in Board training on enabling state regulations and laws.

On February 25, 2019, the NIDA Board voted to submit the following candidates to the City Council for appointment. They are: Christina Amato, Michael Kelly, and Sarah Beckham Hooff. Their resumes are attached.

Therefore, consistent with General Municipal Law, Article 18A Section 913, the NIDA board respectfully requests the City Council review the candidates' resumes and vote to appoint each candidate to the NIDA board as soon as possible. With a fully constituted board, NIDA would be pleased to meet with the City Council to discuss ways which NIDA can partner with the City to help it achieve its development goals.

Sincerely,

Austin F. DuBois
Chairman

cc: City Manager

2013-present **KENT COMPANIES, Highland Mills NY – Owner, Manager**

Developer, owner /manager of multifamily apartment complexes, office / retail buildings, and mixed-use land developments with a focus on long term hold, income producing and value add properties.

- Operate the property management division of the company which is focused on the existing legacy portfolio, while primarily responsible for sourcing new acquisitions, repositioning underperforming assets, coordinating any legal, finance, regulatory, insurance, or other duties needed outside of the property management umbrella, including but not limited to 1031 exchanges, all new and recapitalizing efforts, local and agency development approvals (SEQRA), public relations, disposition, lawsuits, capital improvements, and any coordination of outside consultants.

2010–2012 **ECOLOGICAL DEVELOPMENT, NY NY – Development Project Manager**

A regenerative real estate development firm that specializes in ecologically progressive master planning, environmentally sensitive and innovative horizontal development, complex entitlement and development conditions, with a charge of establishing a \$100M “Eco/Agro” land development fund - a mix of appreciable land deals, horizontally and vertically developed, exclusive single family and mixed-use projects, founded by Gov. George Pataki and Joe Grano (former CEO of UBS Paine Webber).

- The Fund:
 - ❖ ORGANIZATION / PROJECT MNGMT - Hired the team; created the criteria for property consideration target towns and project standards; Managed the Development team’s priorities from daily to macro level;
 - ❖ ACQUISITIONS - Led and managed the team in search of applicable properties; Performed property site visits, stakeholder meetings, site specific due diligence, local comparable searches, market / statistical analysis, navigation of tri-state regulatory requirements from local zoning laws and State governances, to the Highlands in NJ and SEQRA in NY; Negotiated purchase terms and option / contingent purchase agreements;
 - ❖ FINANCIAL – Built the template proforma and investment committee package with all relevant financial scenarios on prospective properties; Set up reporting metrics and qualitative benchmarks for fund governances; Fully scrubbed, built leverage and scenario tested larger \$100M fund proforma – which consisted of a multi-staged compilation of aprx 50 projects over 3 size classes and 4 levels of development and phased disposition within each;
 - ❖ LEGAL – Reviewed partnership, LP, GP contracts, subscription agreement; Contributed to and revised the PPM;
 - ❖ MARKETING – Branded the department and fund – all messaging, marketing docs, brochures, and content for web; Generated presentations to various entities including capital investors, impact investors, environmental groups, public agencies and local municipalities;
- Existing Development Projects- Maintained critical path items; Preserved entitlements and permits such as community septic, wells and revisions to site plan approvals; Scheduled impending infrastructure; Architectural search and interview process; Stakeholder management and mtgs; Consultant coordination of master planning, site design, regulatory and environmental benefits / constraints investigation and mitigation; Modeled base line and debt scenarios including variable investigation, construction methods (modular / Passive etc), materials, costs and values; Coordinated with Equity Partners on expenses, capital needs, cash flow requirements

2008 – 2010 **LEYLAND ALLIANCE, Tuxedo NY – Director of Finance**

2006 – 2008 **Operations/Finance Manager & Newburgh Waterfront Project Lead**

An entrepreneurial oriented builder/developer, operating under the principles of New Urbanism and Green construction practices, specializing in public private partnerships, the entitlement process, land assemblage & development, mixed-use urban infill and Traditional Neighborhood Developments

- Primarily created, maintained and scenario tested complex multi-phase / year, mixed-use financial pro formas /models of the company’s diverse portfolio (6+ projects across 4 Northeast states), totaling more than 3.5M sqft of residential, 500K sqft of commercial and aprx 350 home lots at over \$1B in projected market value. And annually built operating budgets and cash flow forecasts for each project based on current company directives and financial initiatives, controlling spending and optimizing performance metrics by supervising budget variances, streamlining

“budget to actual” between the finance, accounting and purchasing departments and disseminating to project leads during monthly reviews.

- Collaborated / coordinated development teams (architects, engineers, marketing, fiscal impact advisors, brokers, public municipalities) on all issues necessary for impending acquisition, construction, repositioning or options of lot, pad, land, building, phase or project disposition, through variables analysis of: timing/phasing, scheduling, predevelopment/planning, cost/value estimates, program/design, absorption, leasing summaries, TI allowances, OPEX evaluation, tax effect, capital improvement schedules, public/private funding and sources & uses.
- Instrumental in traditional bank, mezzanine, and equity waterfall structuring for varied targeted return investment partnerships, helping to secure \$20M in public (local, state & federal) funding, a quarter of the company’s current total private financing commitments (debt/equity) while sourcing (in various stages of commitment): over \$100M in institutional capital (partially utilizing the FHA 221(d)(4) program, traditional bank financing, loan extensions and refinance of existing loans), aprx \$15M in private investment (new capitalization as well as negotiated equity buy downs), \$6.5M in public infrastructure funding and a \$10M land sale recapitalization.
- Organized and coordinated the entitlement/pre-construction process for the Newburgh Waterfront Revitalization – ensuring all pieces from charrette/planning, engineering, grant funding, budget/pro forma/financing, zoning, SEQRA, City negotiations, scheduling etc moved forward per the desired timeline, budget and necessary specifications – in addition to applying for and receiving grants from both the NYS Environmental Protection Fund (\$500k) and State Senator Larkin (\$750k) for infrastructure.

2005 – 2006 **PRICEWATERHOUSECOOPERS, NY NY** – *Senior Real Estate Business Advisory Associate*

A Corporate real estate consulting/advisory group, providing market, property, portfolio and transaction analysis, CMBS securitization, finance and systems consulting, as well as multi level and asset class due diligence, valuation and reorganizational services

- Performed real estate specific due diligence, portfolio oversight, on-site inspections, origination and recapitalization / reposition support for investors and major financial institutions (loan issuers, RE developers, pension funds, opportunity funds, rating agencies, banks, REITS etc) through underwriting, AUP (agreed upon procedures), securitization risk modeling and valuations.

2003 – 2005 **KENT COMPANIES, Highland Mills NY** – *Consultant to the Owner, Project Manager*

EDUCATION:

May 2008	Hudson Valley Pattern For Progress: Leaders Fellowship
May 2004	New York University - New York, New York
	Masters of Science in Real Estate Development and Finance, Honors
May 1999	Skidmore College - Saratoga Springs, New York
	Bachelor of Arts, Major: Economics 3.8, Minor: Studio Art
	Cum Laude, Periclean Honors Society, All School Honors
	Omicron Delta Epsilon National Economic Honors Society (2 yr co-president)
Fall 1997	Boston University Study Abroad - London, England
June 1995	Miss Porter's School - Farmington, Connecticut

Previous Local Boards include: Orange County Citizen’s Foundation Place Making Committee, Historical Society of the Newburgh Bay and Highlands, Trestle Inc

Sarah Beckham Hooff

www.SarahBeckhamHooff.com

sbhooff@gmail.com

REAL ESTATE & COMMUNITY DEVELOPMENT

2015-2018 **COMMERCIAL REAL ESTATE SALES:** Hanson Real Estate Partners (www.ReAttached-Living.com)

Tasks: Sales and leasing of commercial real estate in Newburgh, NY with a focus on mixed use and live-work properties.

2017-2018 **PROJECT MANAGEMENT:** RipRap LLC, subsidiary of Brooklyn Fire Proof (www.RipRapLLC.com)

Tasks: Coordinating construction and codes compliance for more than 60k sqft of gut renovations in Newburgh, NY. Organizing [Navigating Newburgh](#) community meetings.

2015-2018 **SMALL BUSINESS:** YouThere Studio & Vinyl Recording Booth (www.YouThere.com).

Tasks: Repurposing abandoned urban space for arts-based use, Employee training, Programming.

GRANT WRITING & BUDGET MANAGEMENT

2013-2014 **SCIENCE, TECHNOLOGY & EDUCATION:** Arctic Center at the University of Lapland, Resilience in Socio-ecological Systems & Global Change group.

Tasks: Budget writing and grant management, Grant implementation for the Finish Academy of Sciences.

2014-2015 **HUMANITIES & CULTURAL PROGRAMMING:** Najji Theater Company, NYC.

Tasks: Grant writing, Production management.

COMMUNITY OUTREACH & SOCIAL PROGRAMMING

2013 **SUSTAINABLE DEVELOPMENT RESEARCH:** Lydia Press Memorial research grant, Greece.

Tasks: Budgeting, Grant reporting, Written and oral presentation of data on social issues and community problems, International communications and stakeholder management.

2011 **ENVIRONMENTAL CONFLICT RESEARCH:** Bucknell University research grant, Kyrgyzstan.

Tasks: Community research, Cooperation with governmental and non-governmental organizations, Management of confidential interviews and materials.

2010 **INTERNATIONAL NGO RESEARCH:** Fulbright research grant, Russia.

Tasks: Budget and travel management, Grant writing and implementation, Conference presentations, Stakeholder interviews.

- 2010 **LIBRARY PROGRAMMING:** Fulbright Community Development grant, Russia.
Tasks: Cooperation with local library and community organizations, Cooperation with minority populations, Cooperation with NGOs.
- 2010 **ORGANIZATIONAL DEVELOPMENT RESEARCH:** Charles Braver grant, School of Russian and Asian Studies, Russia.
Tasks: Writing for popular audiences, Grant and budget management.

OTHER WORK EXPERIENCE

- 2013-2014 **Literary & technical translator** (Russian to English), Dalkey Archive Press (USA, UK, Republic of Ireland); Barents Mediasphere research project, Finland.
- 2012-2013 **Editor & language contributor**, for filmmakers at the Austrian Film Institute (historical fiction film); Institute of Government & Law, Ukraine (human rights film); American Film Institute (AFI), Los Angeles (dramatic narrative film).
- 2009-2011 **Founder & coordinator** of youth tolerance program “Worlds Apart Together,” and its Russian counterpart “Mir Vmeste.”

EDUCATION

- 2014-2015 Interpersonal awareness training for arts & business, Momentum Acting Studio, Ireland.
- 2011-2013 Central European University, Hungary; University of the Aegean, Greece; Lund University, Sweden; Manchester University, UK
Masters of Science in Environmental Science, Policy, and Management
- 2011 Adaptation and Adaptive Governance training, Central European University, Hungary.
- 2007-2009 Bucknell University, Lewisburg, Pennsylvania
Bachelor of Arts, Environmental Studies & Russian Studies

PUBLISHED WRITING

Articles on topics relating to environmental sociology and international development published in the:
Journal of Environmental Communication ([2017](#)),
Journal of Russian & Asian Studies ([2010](#)),
American Journal of Primatology (2007), and others.

LANGUAGES

English: Native speaker
Russian: Level 4 (near native speaker), Russian Federal Ministry of Education (2011)
Modern Greek: European level A2/B1 (Intermediate) (2013)
Czech: European Level B2 exam (Advanced Intermediate) (2007)

REFERENCES & WRITING SAMPLES AVAILABLE UPON REQUEST

Michael Kelly

michael@amkrig.com

EXPERIENCE

AMK Restaurant Group LLC, Liberty Street Bistro, 97 Liberty Street, Newburgh, NY — Chef/Owner/Operator

August 2015 - PRESENT

Perform all daily operation functions including but not limited to: menu and recipe development, fiscal administration, maintenance, and staffing.

AMK Flour Shop LLC, Newburgh Flour Shop, 109 Liberty Street, Newburgh, NY — Chef/Owner/Operator

August 2018 - Present

Perform all daily operation functions including but not limited to: menu and recipe development, fiscal administration, maintenance, and staffing.

Batard, 209 West Broadway, NY, NY — Sous Chef

May 2013 - June 2014

Kitchen operation management. Duties included but not limited to: recipe development, staff training, budgeting, hiring, and purchasing.

Thomas Keller Restaurant Group, Time Warner Center, NY, NY — Sous Chef

April 2012 - July 2013

Kitchen operation management. Duties included but not limited to: recipe development, staff training, budgeting, hiring, and purchasing.

Gordon Ramsay at The London Hotel, 151 West 54th St., NY, NY — Sous Chef

December 2010 - April 2012

Kitchen operation management. Duties included but not limited to: recipe development, staff training, budgeting, hiring, and purchasing

SKILLS

Personnel Management

Project development

Problem solving

Fiscal administration

AWARDS

2017 Best New Restaurant in the Hudson Valley LSB

3 Star NYT for Batard

2014 Restaurant of the year, James Beard Award, Batard

1 michelin star awarded to Batard

2 michelin stars awarded to Gordon Ramsay at The London

EDUCATION

**Culinary Institute of America, Hyde Park, NY — ASSOCIATE
IN CULINARY ARTS**

September 2008 - December 2010

Culinary arts major..

SUNY Oswego, Oswego, NY —

September 2007 - May 2008

Major in physics/political science

PROJECTS

Liberty Street Film Series - Principal Organizer

Weekend screenings of popular films meant to draw interest in lower liberty street and Newburgh generally. Free summer event.

RESOLUTION NO.: _____ - 2019

OF

MARCH 25, 2019

**A RESOLUTION APPOINTING A MEMBER
TO THE CITY OF NEWBURGH BOARD OF ETHICS**

WHEREAS, the Code of Ordinances of the City of Newburgh, § 34-5 provides for the appointment of members to the Board of Ethics; and

WHEREAS, said Board shall consist of five members, a majority of whom shall not be officers or employees of the City of Newburgh; and

WHEREAS, it is necessary to appoint a new member to fill a vacancy now existing on the Board of Ethics; and

WHEREAS, several citizens have expressed their interest in donating their time and efforts to this Board;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Board of Ethics for a new five (5) year term commencing on April 1, 2019 and expiring on March 31, 2024.

Patrick J. Berardinelli Sr.

I am interested in serving on The Board of Ethics Committee. My contact information is:

Name: Patrick J. Berardinelli Sr.

Address: 17 Hillside Court
Newburgh, NY 12550

Phone: 845-561-5372

Please contact me if further information is needed....

Patrick J. Berardinelli Sr.