



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*

April 4, 2019
6:00 PM

Council Meeting Presentations

1. Executive Session

Proposed, pending, or current litigation.

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

2. A Public Hearing will be held at the Monday, April 8, 2019 City Council Meeting regarding the Municipal ID Program

A public hearing will be held on Monday, April 8, 2019 to hear comments regarding the proposed local law enacting Chapter 60 entitled "Municipal Identification Card Program" of the Code of Ordinances of the City of Newburgh.

Engineering/Ingeniería

3. Resolution rejecting all bids associated with Phase-1B of the ADA Curb Ramp Project

Resolution rejecting all bids received in connection with the ADA Curb Ramp Rehabilitation Phase 1B Construction Project. (Jason Morris)

4. Washington Lake Gatehouse Rehabilitation Supplemental Agreement for Construction Support Services

Resolution accepting a proposal and authorizing the Interim City Manager to execute a contract with Weston & Sampson for supplemental construction phase inspection and support professional engineering services for the Washington Lake Intake Gatehouse Rehabilitation Project in the amount of \$15,000.00. (Jason Morris)

Finance/Finanza

5. Sanitation User Fee Increase

Ordinance amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh. (Todd Venning & George Garrison)

Information Technology (IT) Department

6. Pitney Bowes lease renewal

Resolution authorizing the Interim City Manager to renew the lease agreement with Pitney Bowes for the postage machine in City Hall billed at \$1,092.66 per quarter for 60 months. (Todd Venning)

Planning and Economic Development/Planificación y Desarrollo Económico

7. Adoption of a Complete Streets Policy

Resolution adopting the City of Newburgh Complete Streets Policy. (Ali Church)

8. Purchase of 23-24 Williamsburg Drive

Resolution to authorize the conveyance of real property known as 23-24 Williamsburg Drive (Section 1, Block 2, Lot 12) at private sale to David Melgar and Ana M. Contreras Melgar for the amount of \$119,900.00. (Ali Church)

9. License agreement for site investigation 126, 130, 134 and 140 Carson Avenue

Resolution authorizing the Interim City Manager/City Manager to enter into a license agreement with Daniel Green to allow access to 126, 130, 134, and 140 Carson Avenue (Section 45, Block 10, Lot 16; Section 45, Block 10, Lot 18; Section 45, Block 10, Lot 20; and Section 45, Block 10, Lot 23) to conduct a site investigation. (Ali Church)

10. 145 Chambers Street - Extension of Time to Close

Resolution authorizing the extension of time to close title on the property located at 145 Chambers Street (Section 18, Block 4, Lot 17) sold at private sale to Dimas Mero. (Michelle Kelson)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

11. 2020 Police Traffic Services Grant

Resolution authorizing the Interim City Manager to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2020 Police Traffic Services Program Grant in an amount not to exceed \$46,000.00 with no City Match required. (Chief Douglas Solomon)

12. LWRP Grant for Newburgh Landing \$280,000

Resolution amending Resolution No. 186-2017 of July 10, 2017 and authorizing the Interim City Manager to accept a New York State Department of State Local Waterfront Revitalization Program Grant through the 2017 Consolidated Funding Application in the amount of \$280,000.00 with a fifteen percent match for final design and permitting for the reconstruction of the Newburgh Landing Dock. (Ali Church)

13. Municipal Agreement to accept Credit Card Payments

Resolution authorizing the Interim City Manager to execute a contract with MuniPAY, LLC to allow the City of Newburgh to accept credit card and e-check transactions. (Todd Venning)

14. An Agreement to Accept Funds from OC Sheriff's Office for K9 Vehicle

Resolution authorizing the Interim City Manager to enter into an inter-municipal agreement between the County of Orange and the City of Newburgh to accept funding in the amount of \$8,076.60 to complete the explosive detection canine

vehicle. (Chief Douglas Solomon)

15. Healthy Orange Interventions Grant

Resolution authorizing the Interim City Manager to apply for and accept if awarded an Orange County Department of Health, Healthy Orange Interventions Program Grant in an amount not to exceed \$2,000.00 requiring no City match for the Healthy Orange Basketball Program (Derrick Stanton)

16. Unified Court System Agreement April 1, 2018 to March 31, 2023

Resolution authorizing the Interim City Manager to enter into an agreement with the Unified Court System for state reimbursement in an amount subject to approval by the New York State Comptroller for the period April 1, 2018 to March 31, 2023

FOR COURT CLEANING AND MINOR REPAIRS TO THE CITY COURT FACILITY

Resolutions of Support/ Resoluciones de Apoyo

17. Resolution of Support - Legal Services of the Hudson Valley

Resolution of the City Council of the City of Newburgh supporting Legal Services of the Hudson Valley's proposal to the Fund for Women and Children for a staff attorney

Discussion Items/Temas de Discusión

18. Newburgh Illuminated

Resolution to continue the sponsorship of the Newburgh Illuminated Festival.

19. Discussion on rescheduling Work Session Meeting date due to conflict with a meeting with the U.S. Air Force on April 18, 2019

RESOLUTION NO.: 77 - 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.

I, Lorene Vittek, 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 25, 2019
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 25th day of March, 2019

Lorene Vittek
City Clerk

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 an 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

APRIL 8, 2019

**A RESOLUTION REJECTING ALL BIDS RECEIVED IN CONNECTION WITH
THE ADA CURB RAMP REHABILITATION PHASE 1B CONSTRUCTION PROJECT**

WHEREAS, the City of Newburgh duly advertised for bids in connection with the ADA Curb Ramp Rehabilitation Phase 1B Construction Project (the “Project”); and

WHEREAS, one (1) bid was duly received and opened; and

WHEREAS, upon review of the bid it has been determined that the cost of the Project will exceed appropriated and available funding; and

WHEREAS, this Council has determined that rejecting all bids for the Project 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 all bids received in connection with the ADA Curb Ramp Rehabilitation Phase 1B Construction Project be and are hereby rejected.

UNOFFICIAL LOW-BID TABULATION

CITY OF NEWBURGH, NY

PROJECT NAME: Bid #10.19 - ADA Curb Ramp Rehabilitation - Phase IB

BID OPENING: Friday, March 22, 2019 at 11:00 a.m., local time

Bid Opening: Began at ~~11:00~~ a.m. and closed at 11:15 a.m.

Present: Todd Venning, City Comptroller (witness); Chad Wade, Assistant City Engineer (opening and reading of bids); Heli Shah, Jr. Accountant (recording of bids); Elizabeth Garrison, Administrative Assistant to City Engineer; Tom Jenkins, Engineering Technician; and, Zakia Alam, Jr. Civil Engineer

Contractors: George from CMC Construction (Sub contractor for Boyce Excavation)

	Bidder Name	Time Stamped	Sealed & Clearly Marked	Original and Copy	Bid Form (Signed in Blue Ink)	Addendum No. 1	Certified Copy of Resolution of BOD Form	Form of Security (Bond on City Form or Certified Check)	Bidder's Qualifications	Affidavit of WC (Notarized)	Apprenticeship Certification Form	Non-Collusion Bidding Affidavit (Notarized)	Iranian Energy Sector Div. Affidavit	Lump Sum Base Bid	Additional Alternates (various unit prices, if required)
1	Boyce Excavation	3/22/19 @ 9:24 am	✓	✓	✓	✓	✓	Bond on city form ✓	✓	✓	✓	✓	✓	2,121,193.00	
2															
3															
4															
5															

	Bidder Name	Time Stamped	Sealed & Clearly Marked	Original and Copy	Bid Form (Signed in Blue Ink)	Addendum No. 1	Certified Copy of Resolution of BOD Form	Form of Security (Bond on City Form or Certified Check)	Bidder's Qualifications	Affidavit of WC (Notarized)	Apprenticeship Certification Form	Non- Collusion Bidding Affidavit (Notarized)	Iranian Energy Sector Div. Affidavit	Lump Sum Base Bid	Additional Alternates (various unit prices, if required)
6															
7															
8															
9															
10															
11															
12															
13															

Boyce Excavating Co., Inc
We move the Earth
PO Box 367
2817 Route 6
Slate Hill, NY 10973

OFFICE:
(845) 343-5400



CELL: (845) 775-1136
FAX: (845) 343-2194

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Industrial Commercial Residential Site Work
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Demolition & Snow Plowing

2817 US ROUTE 6
P.O. Box 367
SLATE HILL, NY 10973

ASHLEY ALLENSWORTH
ASSISTANT ESTIMATOR/PROJECT MANAGER

EMAIL: ashleya@boyceexcavating.net
www.boyceexcavating.net

ADA CURB RAMP REHABILITATION PHASE 1B

Ashley Allensworth

BID NO. 10.19



9:24
Am

SUBMITTED TO: CITY OF NEWBURGH
83 BROADWAY 4TH FLOOR
NEWBURGH NY 12550
ATTN: CITY COMPTROLLER

BID ENCLOSED

CONTRACT DOCUMENTS
ADA Curb Ramp Rehabilitation - Phase 1B
located at
various intersections throughout the City of Newburgh
Bid No. 10.19
City of Newburgh, Orange County, New York

BIDDER'S CHECKLIST

The following information contained in the CONTRACT DOCUMENTS must be completed by Bidder prior to Bid Submission:

Bid Prices: All blanks appropriately filled in ink or typewritten with both words and figures, where applicable.

Signatures: All signatures (except Notary Public) to be executed in blue ink.

One (1) Original and one (1) Copy of Bid

Resolution of Board of Directors.

Non-Collusion Bidding Affidavit.

Bid Security required in form of bid bond or certified bank check.

Bidder's Qualification Statement with supporting data.

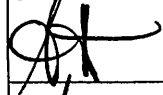
Affidavit of Worker's Compensation

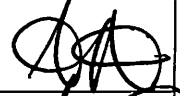
Iranian Energy Sector Divestment

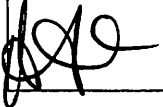
Apprenticeship Certification Form, only applicable for bids exceeding \$250,000.









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NOTICE TO BIDDERS
INVITATION FOR BIDS

for
ADA Curb Ramp Rehabilitation - Phase 1B
located at
various intersections throughout the City of Newburgh
Bid No. 10.19
City of Newburgh, Orange County, New York

Sealed bids will be received by City Comptroller Todd Venning in his office located at 83 Broadway, 4th Floor, Newburgh, NY 12550 until 11:00 a.m. (local time), Friday, March 22, 2019, at which time they will be publicly opened and read aloud.

The work location consists of eighteen (18) intersections, consisting of forty-six (46) individual curb ramps requiring full reconstruction and two (2) individual curb ramps requiring installation of detectable warning tiles only, along Grand Street and Liberty Street, a portion of Broad Street, Nicoll Street, and Forsythe Place in the northeast section of the City of Newburgh. The general scope of work consists of all site work, construction, and finish work related to the demolition and reconstruction of the intersection, providing ADA compliant curb ramps. All work is subject to prevailing wage rates and requires submission of original certified payrolls as a condition for payment. A Mandatory Pre-Bid Site Visit Meeting has been set for Wednesday, March 6, 2019 at 10:00 a.m. Contractor attendance is required in order for a bid to be considered.

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: demolition, asphalt surfacing, granite and concrete curb installation, natural stone work, and specialty concrete work complying to the ADA Standards and Specifications. All work shall be in accordance with the plan set and technical specifications prepared hereto. The contractor will be responsible, at no cost, to obtain all necessary and appropriate permits from the City of Newburgh Code Compliance Office.

Complete sets of the drawings, specifications and bid forms, becoming available to the public on Wednesday, February 20, 2019 may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof and enclosed in a sealed envelope. This is a lump sum bid as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five (5) percent of the base bid in accordance with the Instructions to Bidders.

The successful Bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price. The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

OWNER reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

OWNER:	Contact:	Design Firm:	Contact:
City of Newburgh	Chad M. Wade, R.L.A.	The Chazen Companies	George Cronk, P.E.
83 Broadway	Asst. City Engineer	21 Fox Street	Director, Municipal Services
Newburgh, New York 12550	(845) 569-7447	Poughkeepsie, New York 12601	(845) 569-7447

BY ORDER OF THE CITY OF NEWBURGH

By: _____

City Comptroller

Dated: February 15, 2019

"An Equal Opportunity, Affirmative Action Employer"

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SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION:

Project Title: ADA Curb Ramp Rehabilitation - Phase 1B

Bid No.: 10.19

OWNER: City of Newburgh
Newburgh, New York 12550
Orange County

ENGINEER: City of Newburgh Engineering Department
83 Broadway
Newburgh, New York 12550

ENGINEER's Consultant: The Chazen Companies
21 Fox Street
Poughkeepsie, New York 12601

1. Defined Terms.

- 1.1 Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Bid Documents have the meanings assigned to them in the General Conditions.
- Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.1.1 Bidder - one who submits a Bid directly to OWNER as distinct from sub-bidder, who submits a bid to a Bidder.
- 1.1.2 Issuing Office - the office from which the Bid Documents are to be issued and where the bidding procedures are to be administered.
- 1.1.3 Successful Bidder - the lowest, responsible and responsive Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
- 1.1.4 Day - shall mean calendar day, all weekends and holidays included.

2. Copies of Bid Documents.

- 2.1 Complete sets of the Bid Documents may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh. Prospective Bidders must obtain all Bid Documents, including Addenda and other Bid correspondence, from the Empire State Purchasing Group's website in order to be considered an official Plan Holder. Bids received from Contractors that are not considered an official Plan Holder shall not be accepted by the OWNER.
- 2.2 Complete sets of Bid Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. Qualification of Bidders.

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days after Bid opening upon OWNER's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for in the Bid Documents. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

4.1 It is the responsibility of each Bidder before submitting a Bid:

- 4.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bid Documents (including "technical data" referred to below);**
- 4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;**
- 4.1.3 To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;**
- 4.1.4 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and,**
- 4.1.5 To promptly notify OWNER of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.**

4.2 Reference is made to the General Conditions for identification of:

- 4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by ENGINEER in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.**
 - 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.**
 - 4.2.3 Copies of such reports and drawings will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.**
- 4.3 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and the OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the General Conditions.**
 - 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.**
 - 4.5 Before submitting a Bid, each Bidder will be responsible to obtain 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 or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.**
 - 4.6 On request, OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.**
 - 4.7 Reference is made to the General Conditions for the identification of the general nature of Work that is to be performed at the site by OWNER or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract**
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Documents (other than portions thereof related to price) for such work.

- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the Bidder has given OWNER written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.9 The provisions of 4.1 through 4.4 of the General Conditions, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

5. Availability of Lands for Work, etc.

- 5.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

6. Interpretations and Addenda.

- 6.1 All questions about the meaning or intent of the Bid Documents are to be directed to the OWNER in writing via email to cwade@cityofnewburgh-ny.gov. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda and shall be posted to the Empire State Purchasing Group website at www.BidNetDirect.com/new-york/city-of-newburgh. Questions must be received on or before 12:00 p.m., EST, Monday, March 11, 2019. Questions received after this date may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda, as required, will be issued on or before Thursday, March 14, 2019 to BidNet for Contractor download.
- 6.2 Addenda may also be issued to modify the Bid Documents as deemed advisable by OWNER or ENGINEER.

7. Bid Security.

- 7.1 Each Bid must be accompanied by a Bid Security made payable to OWNER in an amount of five (5) percent of Bidder's maximum Bid Price in the form of a certified or bank check, or in the form of a Bid Bond (on prescribed form attached) issued by a surety meeting the requirements of 5.1 of the General Conditions.
- 7.2 The Bid Security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the thirty-sixth (36th) day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

8. Contract Times.

- 8.1 The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.12 of the General Conditions) are set forth in Article 3 of the Standard Form of Agreement (or incorporated therein by reference to the attached Bid Form).

9. Liquidated Damages.

- 9.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

10. Substitute and "Or-Equal" Items.

- 10.1 The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the

Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraphs 6.8.1 and 6.8.2 of the General Conditions and may be supplemented in the General Requirements.

11. Subcontractors, Suppliers, and Others.

- 11.1 If the General Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days of Notice of Award submit to OWNER a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required.

An OWNER or ENGINEER who, after due investigation reasonably believes that a Subcontractor, Supplier, other person or organization is suspended, debarred or has otherwise been declared ineligible to perform this contract, may request that the Successful Bidder submit an acceptable substitute Subcontractor, Supplier, person or organization.

If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations.

- 11.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.
- 11.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

12. Bid Form.

- 12.1 The Bid Forms are included with the Bid Documents.
- 12.2 The Bid Forms have been developed as fillable forms that may be filled out utilizing Adobe Acrobat. Alternatively, the Bid Form may be clearly hand written in ink or by typewriter.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5 All names must be typed or printed in black ink below the signature. Except for Notary Publics, all signatures must be executed in blue ink so as to distinguish an original from a copy.
- 12.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 12.7 The address and telephone number for communications regarding the Bid must be shown.
- 12.8 Evidence of authority to conduct business as an out-of-state business entity in the state where the Work is to be performed shall be provided in accordance with 12.3 above. State contractor license number, if any, must also be shown.

13. Submission of Bids.

- 13.1 Bids shall be submitted at the time and place indicated in the Advertisement or Notice to Bidders and shall be enclosed in an opaque sealed envelope, **clearly marked** with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder, and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it.
- 13.2 One (1) original and one (1) copy of all required Bid Forms shall be submitted together in same sealed envelope by Bidder which have been clearly marked with **Original** and **Copy**.

14. Modification and Withdrawal of Bids.

- 14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 14.2 Where an unilateral error or mistake is discovered in a Bid, such Bid may be withdrawn after a showing of the following: (1) the mistake is known or made known to the OWNER prior to the awarding of the contract or within three (3) days after the opening of the Bid, whichever period is shorter; and (2) the price Bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the Bid sought to be withdrawn; and (5) it is possible to place the OWNER in status quo ante.

15. Opening of Bids.

- 15.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base bids and major alternates (if any) shall be made available to Bidders for download after the opening of Bids on the Empire State Purchasing Group's website. Alternately, a copy of same can be provided to Bidders that attended the bid opening at the close of the meeting, upon request.

16. Bids to Remain Subject to Acceptance.

- 16.1 All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

17. Award of Contract.

- 17.1 To the fullest extent permitted by law OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate, to the extent permitted by law, contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 17.2 In evaluating Bids, OWNER will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and any such alternates, unit prices and other data as may be requested in the Bid Form prior to the Notice of Award.
- 17.3 OWNER may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 17.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 17.5 If the contract is to be awarded, it will be awarded to lowest responsible Bidder whose evaluation by OWNER indicates the award will be in the best interests of the Project.
- 17.6 If the contract is to be awarded, OWNER will give Successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

18. Contract Security.

- 18.1 Paragraph 5.1 of the General Conditions set forth OWNER's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

19. Signing of Agreement.

- 19.1 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten (10) days thereafter OWNER shall deliver one (1) fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

20. Pre-Bid Site Visit Meeting.

- 20.1 A MANDATORY Pre-Bid Site Visit Meeting will be held on Wednesday, March 6, 2019 at 10:00 a.m. at the intersection of Washington Street and Grand Street. Representatives of OWNER, ENGINEER, and/or ENGINEER's Consultant shall be present to discuss the Project. Bidders are **REQUIRED** to attend and participate in the meeting; those not in attendance, utilizing a sign-in sheet as record of attendance, will be exempt from bidding. OWNER will post on the Empire State Purchasing Group's website such Addenda as OWNER considers necessary in response to questions arising at the meeting for all prospective Bidder's to download and review. Oral statements may not be relied upon and will not be binding or legally effective.

21. Sales and Use Taxes.

- 21.1 The OWNER is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of its cities and counties on all materials and supplies sold to the OWNER pursuant to the provisions of this Contract. Those tools, machinery, and equipment or other property leased by or to the CONTRACTOR or a SUBCONTRACTOR, or supplies and materials which even though they are consumed, are not incorporated into the completed project are not tax exempt. The CONTRACTOR and his SUBCONTRACTORS shall be responsible to pay all applicable taxes, including Sales and Compensating Use Taxes, on such leased tools, machinery, and equipment, or other property and upon all such unincorporated supplies and materials.

22. Retainage.

- 22.1 Provisions concerning retainage and CONTRACTOR'S rights to deposit securities in lieu of retainage are set forth in Article 5 of the Standard Form of Agreement.

23. Iranian Energy Sector Divestment.

- 23.1 Bids shall be in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment".
- 23.2 By submission of this Bid, each Bidder and each person signing on behalf of any Bidder 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 NYS Finance Law Section 165-a(3)(b). The Bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its Bid.
- 23.3 Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this Bid Document.

24. Apprenticeship Training Program.

- 24.1 The City of Newburgh "City" requires all construction contracts in excess of \$250,000.00 to implement and maintain a worker apprenticeship program. Any Contractor or Subcontractor is required to participate in apprenticeship training programs approved by the State Commission of Labor as provided under Article 23, Section 816-b et seq. of the Labor Law. Prior to entering into an agreement with the City any Contractor or Subcontractor must have apprenticeship agreements, appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law. The apprentice program must meet the following standards: has been in existence for two (2) or more years, has a graduation rate of at least twenty (20%) percent, has a legitimate place of training, and has graduated a minimum of two (2) apprentices in the previous two (2) years.

SECTION 00 41 13

BID FORM

Project Identification: ADA Curb Ramp Rehabilitation - Phase 1B

Contract Identification And Number: Bid No. 10.19

Submitted To: City of Newburgh

83 Broadway - 4th Floor , Newburgh, NY 12550

Attn: City Comptroller

- 4.1 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.
- 4.2 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.
- 4.3 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:

#1 3/14/19

- 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.

4.4 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Base Bid shall be the total cost of the Work for the Project outlined and described in all of the Contract Documents except for the Unit Priced Items described in Part 5 of this Bid Proposal Form. Each Intersection shall be bid separately below. Then, an overall Lump Sum Bid Price Total shall be provided inclusive of all eighteen (18) Intersections and the stipulated Contingency amount indicated below.

DESCRIPTION	BID PRICE
Intersection No. 1	\$ 180,602 ⁰⁰
Intersection No. 5	\$ 78,783 ⁰⁰
Intersection No. 7	\$ 4,347 ⁰⁰
Intersection No. 8	\$ 80,226 ⁰⁰
Intersection No. 11	\$ 88,824 ⁰⁰
Intersection No. 17	\$ 137,931 ⁰⁰
Intersection No. 19	\$ 81,040 ⁰⁰
Intersection No. 20	\$ 82,941 ⁰⁰
Intersection No. 21	\$ 90,635 ⁰⁰
Intersection No. 22	\$ 177,470 ⁰⁰
Intersection No. 23	\$ 83,358 ⁰⁰
Intersection No. 24	\$ 90,339 ⁰⁰
Intersection No. 131	\$ 133,519 ⁰⁰
Intersection No. 132	\$ 94,175 ⁰⁰
Intersection No. 133	\$ 189,649 ⁰⁰
Intersection No. 134	\$ 93,707

Intersection No. 135

\$ 195,413⁰⁰

Intersection No. 136

\$ 188,234⁰⁰

Contingency, paid out as required based upon unit prices provided in Part 5 below.

\$ 50,000

LUMP SUM BASE BID PRICE:

TWO MILLION ONE HUNDRED TWENTY ONE THOUSAND
ONE HUNDRED NINETY ~~THREE~~ DOLLARS

\$ 2,121,193⁰⁰
Numerical

- 4.5 Unit Prices entered below shall be used to determine the value of work to be added to or deducted from the scope of work described in the Drawings and Specifications. Unit Prices shall include full compensation for all required labor, products, tools, equipment, transportation, services and incidentals, erection, installation, overhead and profit.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
Additional Saw-Cut Asphalt	TBD	LF	\$ <u>10⁰⁰</u>
Additional Asphalt Pavement	TBD	SF	\$ <u>64⁰⁰</u>
Additional Pavement Striping	TBD	LF	\$ <u>10⁰⁰</u>
Additional Street Signage	TBD	EA	\$ <u>1,050⁰⁰</u>
Additional Concrete Sidewalk	TBD	SF	\$ <u>59⁰⁰</u>
Additional Bluestone Sidewalk	TBD	SF	\$ <u>69⁰⁰</u>
Additional Concrete Curb	TBD	LF	\$ <u>206⁰⁰</u>
Additional Granite Curb	TBD	LF	\$ <u>236⁰⁰</u>
Additional Concrete ADA Ramp	TBD	EA	\$ <u>1,000⁰⁰</u>
Additional Bluestone ADA Ramp	TBD	EA	\$ <u>1,200⁰⁰</u>
Additional Inlet Protection	TBD	EA	\$ <u>575⁰⁰</u>
Additional Rim Adjustment	TBD	EA	\$ <u>1,000⁰⁰</u>

- 4.6 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.

- 4.7 The following documents are attached to and made a condition of this Bid:

- Resolution of Board of Directors
- Non-Collusion Bidding Affidavit
- Required Bid Security in the form of Bid Bond or certified bank check
- Required BIDDER's Qualification Statement with supporting data

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- e. Affidavit of Worker's Compensation
 - f. Iranian Energy Sector Divestment
 - g. Apprenticeship Certification Form

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

Boyce Excavating Co., Inc.

2817 US RT 6 - P.O. Box 367

Slate Hill, NY 10973

4.9 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 22nd 2019
Month Day Year

State Contractor License No.: _____

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: Boyce Excavating Co., Inc.
Corporation Name

Seal

State of Incorporation: New York

Authorized Signatory: _____ Title: Garry Boyce - President

Attestation: Garry Boyce Secretary

Seal

Business Address: 2817 US RT 6 - P.O. Box 367 - Slate Hill NY 10973

Phone Number: 845-343-5400

Date qualified to do business: 1939

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.

Attention: Mr. J. J. Sullivan, Jr., 100
Broadway, New York 100, N.Y. 10004
Mr. J. J. Sullivan, Jr., 100 Broadway, New York 100, N.Y. 10004

Mr. J. J. Sullivan, Jr., 100 Broadway, New York 100, N.Y. 10004

Mr. J. J. Sullivan, Jr., 100 Broadway, New York 100, N.Y. 10004

Mr. J. J. Sullivan, Jr., 100 Broadway, New York 100, N.Y. 10004

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CERTIFIED COPY OF RESOLUTION
OF
BOARD OF DIRECTORS OF

Resolved that Garry Boyce Name of Corporation, President Title
Authorized Signatory

of Boyce Excavating CO., Inc. Name of Corporation Authorized to sign and submit the Bid of the Corporation for

the following project: ADA Curb Ramp Rehabilitation - Phase 1B
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:

Boyce Excavating CO., Inc. Name of Corporation

At a meeting of its Board of Directors held on the 22nd day of March 20 19

By: [Signature] Seal Title: Garry Boyce-President

This form must be completed if the Bidder is a Corporation

1948-1949

1948-1949

President

General

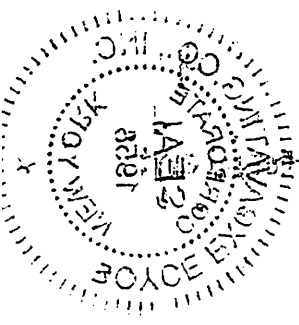
Board of Directors

Board of Directors

Board

Board

Board of Directors



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SECTION 00 43 13.13

BID BOND

BIDDER, Name and Address:

Boyce Excavating Co., Inc.

2817 Route 6

Slate Hill, NY 10973

SURETY, Name and Address of Principal Place of Business:

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

OWNER, Name and Address:

City of Newburgh

83 Broadway

Newburgh, NY 12550

BID:

Due Date: March 22, 2019

Project, brief description and location:

Bid No. 10.19 ADA Curb Ramp Rehabilitation - Phase 1B

Eighteen (18) intersections located throughout the City of Newburgh, Orange County, New York

BOND:

Bond Number: Bid Bond

Date, no later than Bid Due Date: March 22, 2019

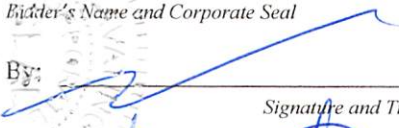
Penal Sum: ** FIVE PERCENT (5%) OF TOTAL BID AMOUNT **

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.

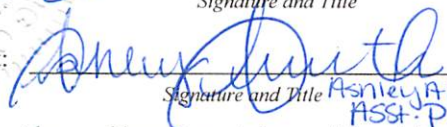
BIDDER:

Boyce Excavating Co., Inc.

Bidder's Name and Corporate Seal

By: 

Signature and Title

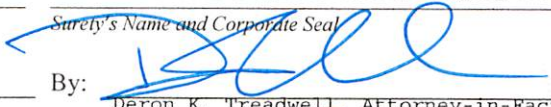
Attest: 

Signature and Title Ashley Allensworth
ASST. Project Manager.

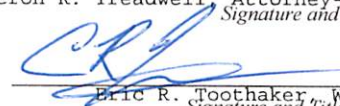
SURETY, attached power of attorney:

Travelers Casualty and Surety Company of America

Surety's Name and Corporate Seal

By: 

Signature and Title Deron K. Treadwell
Attorney-in-Fact

Attest: 

Signature and Title Eric R. Toothaker
Witness

- 4.1 Above addresses are to be used for giving required notice.
- 4.2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
- 4.3 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.

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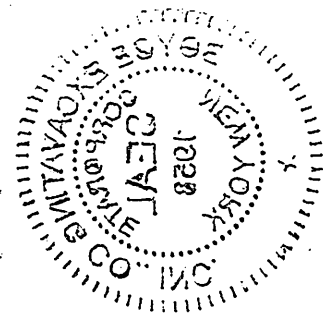
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- 4.4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.
- 4.5 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).
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Deron K. Treadwell**, of **Lewiston, Maine**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company'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 or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

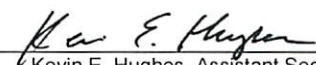
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **March**, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

-
- 4.4 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.
- 4.5 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).
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

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).

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

in years: 80 years

4.2 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).

Please see attachment #1.

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

Please see attachment #2.

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

Middletown Sewer Screw Pump Installation
- City of Middletown
- Low Bidder & most qualified

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

Please see attachment #3.

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

None.

- 4.7 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).

All of our work performed is under direction of an Engineer or Architect. Please see attachment #1 and #2 for current and past work.

- 4.8 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.

Please see attachment #4.

- 4.9 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.

Upon request by Owner.

- 4.10 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 Boyce Excavating Co., Inc.
Type of Legal Entity

The address of principal place of business is:

2817 US RT 6
Slate Hill, NY 10973

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

Garry Boyce - President

SECTION 00 43 13.15

AFFIDAVIT - WORKER'S COMPENSATION

STATE OF: New York

)

) SS:

County of: Orange

)

I, Garry Boyce of the Town, Village, City of Slate Hill

in the County of Orange 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 Boyce Excavating Co., 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.

Boyce Excavating Co., Inc.

Contractor Name

Subscribed and sworn to

Garry Boyce

Name of Affiant

President

Title of Affiant

[Signature]
Signature of Affiant

before me this 22nd day of March, 20 19

Notary Public of New York

My commission expires: 8/28/21

Notary Signature: [Signature]

Affix Notary Seal or Stamp below

ASHLEY ALLENSWORTH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AL6363603
Qualified in Orange County
My Commission Expires 08-28-2021

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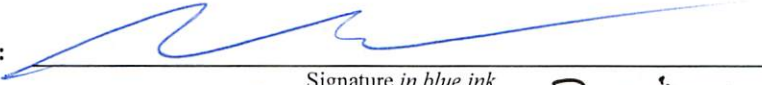
SECTION 00 43 13.16

APPRENTICESHIP CERTIFICATION FORM

City of Newburgh

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

I Garry Boyce do hereby certify that I am authorized to sign a contract on behalf of Boyce Excavating Co., Inc. and that we currently have a New York State Certified Apprenticeship program. As the prime contractor for the City of Newburgh contract entitled ADA Curb Ramp Rehabilitation - Phase 1B 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:  Date: 3/22/19
Signature in blue ink
Garry Boyce-President

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: _____

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Title: _____ Date: _____

Subcontractor Name: _____

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Title: _____ Date: _____

Subcontractor Name: _____

Address: _____

Telephone Number: _____

Signature: _____

Title: _____ Date: _____

Subcontractor Name: _____

Address: _____

Telephone Number: _____

Signature: _____

Title: _____ Date: _____

NON-COLLUSION BIDDING AFFIDAVIT

ADA Curb Ramp Rehabilitation - Phase 1B

BID No. 10.19

City of Newburgh, New York

STATE OF: New York

)

) SS:

County of: Orange

)

I, Garry Boyce of the Town, Village, City of Slate Hillin the County of Orange 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 Boyce Excavating Co., 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

Boyce Excavating Co., Inc.

Contractor Name

Subscribed and sworn to

Garry Boyce

Name of Affiant

President

Title of Affiant

Signature of Affiant

before me this 22nd day of March, 20 19Notary Public of New YorkMy commission expires: 8/28/21

Notary Signature:

This Affidavit must be completed by all Bidders

Affix Notary Seal or Stamp below

ASHLEY ALLENSWORTH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AL6363603
Qualified in Orange County
My Commission Expires 08-28-2021

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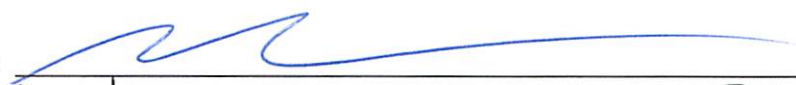
SECTION 00 43 20

Certification Pursuant to Section 103-g of the New York State General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

- 4.1 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.
- 4.2 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: Garry Boyce Title: President

Signature: 

Date: 3/22/19 Company Name: Boyce Excavating Co., Inc.

COMPLETED JOBS**Attachment #1**

PROJECT NAME	OWNERS INFO.	ENGINEER	CONTRACT DATE & AMOUNT	TYPE OF WORK	STATUS OF WORK
Roundabout Middletown	City of Middletown	Atlantic Traffic Designs and Engineers	March 2018 \$1 Million	Site work, Drainage & Paving	Complete October 2018
New Paltz Bus Garage	New Paltz Central School District New Paltz NY	Nicanor Lopez Tetra Tech Engineering 631-294-3700	June 2017 \$ 1.3 Million	Complete Site Work & Paving	Complete October 2018
84 Quickstop	Noni Singh Middletown, NY	John D. Fuller John D. Fuller Engineering 845-856-1536	January 2018 \$ 360,000	Site Work, Paving and DOT Entrances	Complete June 2018
Seybolt Avenue Phase 2A, 3A, 4A	Village of Otisville	McGoey, Hauser and Edsall Consulting Engineers 570-296-2765	June 2017 \$270,000	Water Main Replacement	Complete October 2017
Minisink Valley Central School District Phase 3A	Minisink Valley Central School District	Nick Lopez Tetra Tech Architects & Engineers 631-847-7732	June 2016 \$1.4 Million	Site Rehabilitation, Remove and replace all Paving, Sidewalk, and Curb. Drainage.	Complete August 2017
Jersey Avenue Port Jervis- Sanitary Sewer Replacement	City of Port Jervis	Richard McGoey McGoey, Hauser, Edsalle 570-296-2765	May 2017 \$485,200	Sanitary Sewer Replacement	Complete August 2017
Landing Road Rehabilitation	NYS Parks, Recreation, and Historic Prevention Michael Tesik 845-786-2701	NYS Parks, Recreation, and Historic Prevention Michael Tesik 845-786-2701	June 2017 \$901,000	Road Rehabilitation- Paving. Drainage.	Complete September 2017

COMPLETED JOBS**Attachment #1**

Sheely Car Wash	Glen Sheely ADS Properties 845-597-0379	Pietrzak & PFAU 845-294-7112	February 2017 \$504,768	Site Work and Utility	Complete August 2018
Minisink Valley Central School District Phase 3B	Minisink Valley Central School District	Nick Lopez Tetra Tech Architects & Engineers 631-847-7732	April 2017 \$1.8 Million	Site Rehabilitation, Remove and replace all Paving, Sidewalk, and Curb. Drainage.	Complete August 2017
Catskill Regional Medical Center	Catskill Regional Medical Center Thompson NY	Mark E. Tufaro Jones, Lang, Lasalle 917-647-5753	May 2016 \$1.3 Million	Complete Site Work and Excavation	Complete May 2017
Fed Ex	Fed Ex Ground Montgomery NY	Peter Schmidt Meridian Design & Build 847-374-9200	March 2016 \$6 Million	Complete sitework, excavation, and paving	Complete June 2017
Orange Regional Medical Center	ORMC 707 E Main Street Middletown NY 845-333-1000	Vince Knoll Jones, Lang, Lasalle 201-317-0964	May 2015 \$3.1 Million	Complete Sitework, excavation, and Paving	Complete September 2016
Blackhawk	Blackhawk Development LLC 1 Post St San Francisco, CA	Michael Metz KSS Architects 603-573-7700	April 2015 \$2.5 Million	Complete Sitework and Excavation	Complete May 2016
Old Dominion	DF Chase 3001 Armory Dr Nashville TN 615-777-5900	Rob Tabeing DF Chase 615-777-5900	July 2015 \$2.6 Million	Complete Sitework and Excavation	Complete June 2016
Smith Farms	BMG- Monroe LLC 1605 63 rd Street Brooklyn NY	Moshe Silbeistain Pieteizak & PFAU	March 2015 \$1.1 Million	Complete Sitework and Excavation	Complete June 2017
Galleria Round 1 Entertainment	Byran Zarn Twin Shores Construction	Paradigm Design	August 2017 \$200,000	Building Foundation Addition	Complete October 2017

COMPLETED JOBS**Attachment #1**

Wallkill Assisted Living	Wallkill Assisted Living- Wallkill Realty Partners	Richard Filask Lanc & Tully 914-305-3200	June 2014 \$1.2 Million	Complete Sitework and Excavation	Complete June 2015
Unified Foods	Unified Foods Montgomery NY	Pehr Peterson ESI Contractors 262-369-3535	June 2013 \$7.1 Million	Complete Sitework, Excavation, and Paving	Complete July 2014

Current Active Jobs**Attachment #2**

PROJECT NAME	OWNERS INFO.	ENGINEER	CONTRACT DATE & AMOUNT	TYPE OF WORK	STATUS OF WORK AND ANTICIPATED COMPLETION DATE
Black Dirt Sanitary Sewer Replacement- Prime Contractor	City of Middletown, NY	Domenic Emilio Clark Patterson Lee 607-304-9969	January 2018 \$3.3 Million	Sanitary Sewer Replacement	Active 90% December 2018
Chabad of Orange- Prime Contractor	Jack and Elizabeth Gellman Torah Foundation Inc.	John Petroccione, PE	March 2018 \$984,387	Complete Site Work Utilities, and Paving	Active 35% October 2019
Woodmont Hills- Prime Contractor	Woodmont Properties	Engineering and Surveying Properties 845-457-7727	April 2018 \$ 8.2 Million	Complete Site Work, Utilities and Paving	Active 50% December 2019
Dana Distributors- Prime Contractor	Dana Distributors	Esposito's Engineering	April 2018 \$1 Million	Site work, Drainage & Paving	Active 85% November 2019
Legoland- Prime Contractor	Town of Goshen	Lanc & Tully John O'Rourke 845-294-3700	April 2018	Complete Site work & Drainage	Active 50% December 2020
Amy's Kitchen- Prime Contractor	Amy's Kitchen Petaluma, CA	John O'Rourke Lanc & Tully 845-294-3700	June 2017 \$13 Million	Complete Site & Utility Work	Active 50% December 2019
Tru by Hilton- Prime Contractor	Town of Wallkill	Engineering and Surveying Properties 845-457-7727	May 2018 \$768,869.00	Complete Site work	Active 85% April 2019
Science of the Soul- Prime Contractor	Amy's Kitchen/ Science of the Soul Petaluma, CA	Lanc & Tully John O'Rourke 845-294-3700	June 2017 \$10.4 Million	Complete Site & Utility Work	Active 50% December 2019
Liberty Central SD- Prime Contractor	Liberty Centrad School District	Ashley McGraw Engineers Yukari Treible 315-425-1814	November 2018 \$536,498	Drainage and Restoration to Field	Active 90% April 2019

Current Active Jobs**Attachment #2**

Amy's Kitchen Offsite- Water and Sewer Force Mains	Amy's Kitchen/Science of the Soul Petaluma, CA	The Probst Group, LLC 17035 West Wisconsin Ave, SUITE 120 Brookfield, WI 53005	January 2019 \$3,849,00.00	Sewer/Water Main Installation and Site Work	Active 40% October 2019
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Attachment #3			
EQUIPMENT		YEAR	MAKE
CAT 345 #1	PJW00768	2006	CATERPILLAR
CAT 330C-L	DKY04317	2005	CATERPILLAR
CAT 330D	B6H00338	2006	CATERPILLAR
SCREENING PLANT #1	10378	2007	EXTEC S5
MOXY #3	710732	2006	MOXY
CAT 325C-L	BMM00792	2005	CATERPILLAR
CAT 938 II LOADER	RTB02298	2006	CATERPILLAR
KUBOTA KX121	70931	2009	KUBOTA
D-6R	AAX01557	2005	CATERPILLAR
938 LOADER	CRD01877	2006	CATERPILLAR
CAT 322	HEK-362	2004	CATERPILLAR
D-5G	FDH01577	2003	CATERPILLAR
D-6N	AKM01561	2005	CATERPILLAR
CAT 325D-I	A3R00922	2008	CATERPILLAR
CAT 304DCR	TYK01136	2012	CATERPILLAR
CAT 314CLCR	BYJ00284	2009	CATERPILLAR
CAT 259B	YYZ03776	2012	CATERPILLAR
CAT 321DLCR	NAS00263	2008	CATERPILLAR
CAT 305.5DCR	FLZ01190	2011	CATERPILLAR
CAT 308 excavator	FJX01100	2014	CATERPILLAR
CAT M318 Excavator	08AL02431	2000	CATERPILLAR
CAT 313F Excavator	0HDK00217	2015	CATERPILLAR
CAT D3	JMH02600	2007	CATERPILLAR
CAT D5G	0WGB03074	2006	CATERPILLAR
CAT D6K #1	WMR00337	2013	CATERPILLAR
CAT D6K #2	0WMR00385	2014	CATERPILLAR
CAT D7R	ABJ00547	2003	CATERPILLAR
CAT 725	00725LB1L00675	2006	CATERPILLAR
CAT 930H #1	DHC03096	2011	CATERPILLAR
CAT 930H #2	CDHC01867	2010	CATERPILLAR
CAT 336EL	YCE005520	2013	CATERPILLAR
CAT 336EH	0RZA00525	2014	CATERPILLAR
CAT 450E	EBL00418	2010	CATERPILLAR
06 CAT ROLLER CS563E #2	CNG01801	2006	CATERPILLAR
07 CAT ROLLER CP563E	CNT01535	2007	CATERPILLAR
02 John Deere 350 End Dump	200447	2002	JOHN DEERE
CAT 966G	AXJ00556	2002	CATERPILLAR
2016 FORD FOCUS	1FADP3F23GL236177	2016	FORD
14 FORD F-350 Mason Dump	1FDRF3HT5EEB43506	2014	FORD
11 FORD F-250 MO	1FT7X2BT4BEB21553	2011	FORD
15 FORD F-350 GB	1FT8WBT0FEA06595	2015	FORD
15 FORD F-150 #	1FTEX1CP8FKE95285	2015	FORD
CHEVY SILVERADO 2500 #30	1GC0KVCG0BF226054	2011	CHEVY
CHEVY SILVERADO 2500 #31	1GC0KVCGXBF176263	2011	CHEVY
CHEVY SILVERADO 3500 #32	1GB3KZCG5CF146369	2011	CHEVY
CADILLAC ESCALADE	1GYS4DKJGR125510	2016	CADILLAC
15 JEEP GRAND CHEROKEE	1C4RJFCM9EC38925	2015	JEEP
06 MACK TRIAXLE -#133	1M2AG11C86M045604	2006	MACK
06 PETERBUILT	1XP5D4OX86N657461	2006	PETERBUILT

Attachment #3			
EQUIPMENT		YEAR	MAKE
Komatsu PC160	25557	2013	KOMATSU
Komatsu PC200	A89913	2011	KOMATSU
KUBOTA RTV1100	32368	2011	KUBOTA
Kubota KX040	23474	2015?	KUBOTA
Kubota 4060 Tractor	41059	2016	KUBOTA
JOHN DEERE 4720 tractor	1LV472OHHCH945598	2013	JOHN DEERE
LEEBOY PAVER L8515T	48361		LEEBOY
LEEBOY PAVER 8816			
BOMAG ROLLER BW900-2	861800021415		BOMAG
BOMAG ROLLER BW120 AD	101170021502		BOMAG
POWER CURBER 5700-B	57B0998963	1998	POWER CURBER
Volvo A35C	A35CV60450	1999	Volvo
Volvo A35C	A35CV60451	1999	Volvo
Volvo A25C	5350V60887	1996	Volvo
Volvo A35C	A35CV60565	2000	Volvo
14 RAM 5500 MASON DUMP	3C7WRNBLXE181943	2014	DODGE
14 RAM PROMASTER	3C6URVJG0EE113145	2014	DODGE
81 CAT 627B SCRAPER #1	15S1554	1981	CATERPILLAR
81 CAT 627B SCRAPER #2	15S1555	1981	CATERPILLAR
Trimble-GPS #3 Yuma 2 Tablet	3.57485E+15	2015	Trimble
Base SPS 855	5414K00429		
Rover SPS 985	5422F66814		
Trimble-GPS #5 Yuma 2 Tablet	T71SY1551014177		Trimble
Base/Rover SPS 985	614F585563		
Base SP S985	5614R58569		
Trimble GPS #1 Tablet	RB515U0054		Trimble
Base SPS 985	5403F52439		
Rover SPS 882	5126458583		
Trimble GPS #2 Yuma 2 Tablet	RA815U0289		Trimble
Base Radio SPS 852	5105K73421		
Base Dish Zephyr Geodetic	1441045008		
Rover SPS 985	5049457351		
Trimble GPS #4 Yuma 2 Tablet	100803-02 T71SY-1428009257		Trimble
Base Dish Trimble Zephyr	54121118270		
Base Radio SPS 855	5448R00203		
Rover/Base Combo SPS 985	5304F24179		
GPS D6K #1 Pod 1	3102J622SP		
Pod 2	2072J635SP		
Computer	1943J143SW		
GPS D6K #2 Pod 1	3174J793SP		
Pod 2	3384J775SP		
Computer	3564J013SW		
GPS D7R Pod 1	0554j111sp		
Pod 2	0744j010sp		
Computer	0854j029sw		
Radio	1004j003sQ or O instead of Q		

Attachment #3			
EQUIPMENT		YEAR	MAKE
CASE 465	N5M404451		CASE
CAT 246 SKID STEER	PAT3881	2006	CATERPILLAR
CAT ROLLER CS 533	ASL00148	2006?	CATERPILLAR
CAT CS563D ROLLER	9MW00797	2001	CATERPILLAR
D-4C	8CX909	2000	CATERPILLAR
D-4G	HYD-352	2004	CATERPILLAR
D-6C	76A-2258		CATERPILLAR
D-7G	92U-6875	1978	CATERPILLAR
CAT D7H	79Z00751	1986	CATERPILLAR
CAT D8N #1	9TC005588	1991	CATERPILLAR
CAT D8H #2	046A28178	1972	CATERPILLAR
CAT 345CL #2	PJW00733	2006	CATERPILLAR
CAT D300 SERIES II	5KS00289	1999	CATERPILLAR
CAT 420E	HLS01154		CATERPILLAR
CAT 613 WATER WAGON	38W-05457	1978	CATERPILLAR
JOHN DEERE GRADER 570A	OO2575		JOHN DEERE
Leeboy 8515ES Paver	57026	2009	LEEBOY
INGERSOLL RAND DD10			
CAT 621 SCRAPER	23H3243	1971	CATERPILLAR
CAT 627B SCRAPER	15S527	1974	CATERPILLAR
CAT 621 SCRAPER	45P1196	1975	CATERPILLAR
82 CAT 627 #1 Scraper	14S01076	1982	CATERPILLAR
82 CAT 627 #2 Scraper	14S01036	1982	CATERPILLAR
87 CAT 621E Scraper	6AB00882	1987	CATERPILLAR
88 CAT 621E Scraper	6AB00955	1988	CATERPILLAR
88 CAT 621E Scraper #2	6AB01299	1988	CATERPILLAR
JOHN DEERE 410 backhoe	1T0410JXCA0188816	2010	JOHN DEERE
Volvo A25C water truck	5350V68127	1996	Volvo
SCREENING PLANT#2	1886SW11309	2010	EXTEC S5
977 K LOADER	11K-1552	1969	CATERPILLAR
JAW CRUSHER	400049DFXA	2008	EXTEC
ROCK HAMMER Stanley MB 40	1981	2001	STANLEY
08 FORD F-550	1FDAF57R98EC40422	2008	FORD
2004 Ford F250	1FTNE24W64HA28376	2004	FORD
06 FORD F-550 #29	1FDAF56P86EA69420	2006	FORD
2002 Chevy Kodiak C6500	1GBGH1C42J501687	2002	CHEVY
2006 Ford F350 Service Truck	1FDWF37P76EC14293	2006	CHEVY
2013 Kenworth T270 Service Truck	2NKHMM6X9DM340875	2013	Kenworth
06 CHEVY SILVERADO #41	1GCHK24U16E122657	2006	CHEVROLET
95 FORD F350 UTILITY #36	1FDJF37H1SNA59138	1995	FORD
03 GMC Pick Up Truck	1GDHC24U23E319051	2003	GMC
LEEBOY L150 - TACK COAT	99880		LEEBOY
MOXY #2	354180	1998	MOXY
07 MACK TRIAXLE-RED #99	1M2AT13C17M00Z880	2007	MACK
07 MACK TRIAXLE-BLACK #111	1M2AG11C57M059199	2007	MACK
06 MACK TRIAXLE -WH/ BL #122	1M2AG11C96M043439	2006	MACK
00 MACK TRIAXLE - WH #144	NY65582	2000	MACK
95 PETERBUILT TRACTOR	1XP5DB9X3SN390618	1995	PETERBUILT
55 TON TALBERT TRAILER	40FSK574981028942	2008	TALBERT
COMPRESSOR IR	6448571200		

Attachment #3			
EQUIPMENT		YEAR	MAKE
COMPRESSOR 260JDU	2.00712E+11	2007	SULLAIR
BOMAG ROLLER 172	DW-1720		BOMAG
BOMAG ROLLER BW211D-3	1095803790125.00	2005	BOMAG
CAT ROLLER CB634C	03BR00513	2000	CATERPILLAR
CAT ROLLER CS563E #1	CNG715	2004	CATERPILLAR
INGERSOLL RAND ROLLER DD12	179871.00	2004	INGERSOLL RAND
WACKER ROLLER RT82-SC	5637730.00	2006	WACKER
WACKER ROLLER	5610730	2005	WACKER lease
WACKER ROLLER	520126197		WACKER
WACKER ROLLER	5625144	2005	WACKER
WACKER ROLLER	20010303	2011	WACKER
WACKER ROLLER RT80	SN5398477		WACKER
WACKER ROLLER RT80	SN5394302		WACKER
WACKER ROLLER RT80	SN5390902		WACKER
2006 wacker reversable plate tamper	BPU3545A/1690369	2006	WACKER
55 TON TALBERT TRAILER #2	40FWK5233P1010032	1993	TALBERT
20 TON TRAILER	1TKC024272B108880	2002	TRAIL KING
FLOBOY TRAILER	1H9SP4136NN101941	1992	FLOBOY
FLOBOY TRAILER #2			FLOBOY
INTERNATIONAL FUEL TRUCK	1HTSDZ7N0MH331299	1991	INTERNATIONAL
INTERNATIONAL FUEL TRUCK #2	1HTSDNUN7HN428577	1991	INTERNATIONAL
2002 INTERNATIONAL Bucket Truck	1HTSDAAR32H504503	2002	INTERNATIONAL
2006 Sterling Sweeper Truck	49HAADBVO6DW51033	2006	STERLING
1988 Sunvac Sweeper Truck	9BFXH70P0JDM04705	1988	SUNVAC
1999 Sterling 9500 Water Truck	2F2XFWEB4XA982210	1999	STERLING
2000 ROSCO BROOM TRUCK	37014	2000	ROSCO
CHEVY WATER TRUCK	1GBL7D1B20U116275	1988	CHEVROLET
ROCK HAMMER stanley MB 70	MB 70 EX	2011	STANLEY
Hammer for mini			
FINN HYDROSEEDER T-75T	1F9TS1729FF135717	?	FINN
HAY MULCHER	290-8550	2006	GRUN
SNOW PUSHER	CAT0420EEHL501154	2006	PRO TECH
Concrete Buggy			
BORING MACHINE			POWER RAM
ROAD SAW		2010	
PTO RAKE FOR TRACTOR			
308 BUCKET			
313 BUCKET			
314 TAMPER			
TRAILER #1			
TRAILER #2			
TRAILER #3			
TRAILER #4			
YELLOW TILT DECK			
YELLOW RAMP			
BLACK			
BLACK PARTE		2000	
Jumping Jack	P-9862	2006	Wacker
Jumping Jack	Wacker		Wacker
Jumping Jack	Wacker		Wacker

Attachment #3			
EQUIPMENT		YEAR	MAKE
Jumping Jack	Wacker		Wacker
Jumping Jack	Wacker		
Jumping Jack	Wacker		
Demo Saw	D6	2007	Stihl
Demo Saw	D7	2007	Stihl
Demo Saw	D1 165592337		Stihl
Demo Saw	D2		Stihl
Demo Saw	D3 165592337		Stihl
Demo Saw	D4		Stihl
Demo Saw	D8		Husquavarna
Demo Saw	D9		Stihl
Chain Saw	CS -1 Husky 1372		
Chain Saw	CS-2 Husky 455		Stihl
Chain Saw	CS-3 Stihl MS-170		Stihl
Chain Saw	CS-4 Stihl MS-290		Stihl
Pipe Laser			
Pipe Laser			
Pipe Laser	LL500		Trimb
Pipe Laser	12609		Trimble
Laser			
Laser			
Laser			
Laser			
Laser			
Laser			
Theotilite			
Plate Tamper	PT-1		Wacker
Plate Tamper	PT-2 MVC-82-VHN		Wacker 1500
Plate Tamper	PT-3		Mikasa
Plate Tamper	PT-4		Wacker 1500
Plate Tamper	PT-10		reversible
1.5" Trash Pump	P-1		Honda
2" Trash Pump			Wacker
3" Trash Pump	P-2		Wacker
3" Trash Pump	P-3		Wacker
3" Trash Pump			Honda
3" Trash Pump	P-10		Honda
Generator	G-1		Powermate
Generator	G-2 PM012325002		Powermate
Generator	G-3		Powemate
Generator	G-5		Honda
Generator	G-6 RD906814P		Rigid
Generator	G-7		

BANK REFERENCES**ATTACHMENT #4**

Name of company	Contact Name	Address &Phone number
Cross Surety, Inc	Deron Treadwell	485 Main Street Lewiston, ME 04240 270-786-6750
Bank of America	James Jednak	715 NY 211 Middletown, NY 10941 860-986-2835
Newburgh Winwater Works	Johan Duque	653 RT 52 East Walden, NY 12586 845-778-3312

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT WITH
WESTON & SAMPSON FOR SUPPLEMENTAL CONSTRUCTION PHASE INSPECTION
AND SUPPORT PROFESSIONAL ENGINEERING SERVICES FOR
THE WASHINGTON LAKE INTAKE GATEHOUSE REHABILITATION PROJECT
IN THE AMOUNT OF \$15,000.00**

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. 226-2017 of December 11, 2017, the City Council authorized the City Manager to accept a proposal and execute a contract with Weston & Sampson, PE, LS, LA, PC, for professional engineering services in connection with the Project in an amount not to exceed \$14,500.00; and

WHEREAS, by Resolution No. 64-2019 of March 25, 2019, the City Council declared the Project to be Type II under the State Environmental Quality Review Act and by Resolution No. 65-2019 of March 25, 2019 awarded a bid and authorized the Interim City Manager to execute a contract with 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

WHEREAS, the City has received a proposal from Weston & Sampson, PE, LS, LA, PC, to provide supplemental construction phase inspection and professional engineering support services for the Project in the amount of \$15,000.00 and the funds 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 Interim City Manager/City Manager be and he hereby is authorized to accept a proposal and execute a contract with Weston & Sampson, PE, LS, LA, PC, for supplemental construction phase inspection and professional engineering support services in connection with the Washington Lake Intake Gatehouse Rehabilitation Project in the amount of \$15,000.00.

March 22, 2019

Mr. Chad Wade, RLA
Assistant City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Weston & Sampson, PE, LS, LA, PC
Heritage Executive Suites, 2537 Route 52, Building 3, Suite 1,
Hopewell Junction, NY 12533
Tel: 845.454.3344

Re: **Washington Lake Gatehouse Rehabilitation
Proposal for Supplemental Construction Inspection/Support Services**

Dear Mr. Wade:

Weston & Sampson is pleased to submit this proposal to provide supplemental construction phase inspection and support services for the Rehabilitation of the Washington Lake Gatehouse. We understand that the City will be providing day to day construction oversight and management but that from time to time, due to the demands of this and other ongoing projects on City staff, the City may require supplemental construction observation/inspection staff for this project. In addition, there may be technical issues that come up that require additional input and coordination with the design engineer as the work is performed. This work is expected to be performed on an "On-Call" basis and, as such, a specific level of effort is not known. Therefore, we propose to perform the supplemental inspection and the "On-Call" technical coordination work on an hourly rate basis plus expenses as indicated on the rate schedule presented herein. Hourly rate billing for on-site inspection/observation services will be for the time on site only and shall not include travel time to and from the site. Mileage to and from the site is billable.

Proposed Hourly Rate Schedule

Invoices will include a summary of hours by employee name/grade and a brief description of the work performed by each.

Schedule of Rates

On-Call Contract Billing Grades	Hourly Billing Rates
Engineer of Record	\$215.00
Team Leader	\$165.00
Senior Design Engineer	\$150.00
Project Engineer	\$135.00
Senior Inspector	\$95.00
Junior Inspector	\$75.00
CAD Technician	\$95.00
ADMIN	\$80.00

MISCELLANEOUS EXPENSES

- General photocopying/reproduction/printing – no charge
- Production/photocopying of construction documents – cost only
- Printing – outside services – cost only
- Mileage reimbursement – Federal Reimbursement Rate

- All other outside expenses – cost plus 10%

For budgetary purposes, we have prepared a preliminary level of effort estimate assuming that our Senior Design Engineer for this project will make the equivalent of one full-day site visit a week for a twelve-week construction period. Therefore, we recommend allocating \$15,000 for this task. The actual staff levels utilized and the level of effort may differ from that assumed for costing purposes. Weston & Sampson will notify the City if we believe that additional funds will be necessary based on the progress of the work and the level of services being requested. All other terms and condition of the original contract remain in effect.

Authorization

To accept this proposal please sign and return one copy of this proposal to us.

We look forward to continuing to assist the City with this project. If you have any questions, please contact me at 845-454-3344.

Sincerely,
WESTON & SAMPSON, PE, LS, LA, PC



Carl W. Stone, PE BCEE
Senior Technical Leader

ACCEPTED FOR
City of Newburgh by:

(signature)

Name: _____

Title: _____

Date: _____

ORDINANCE NO.: _____ - 2019

OF

APRIL 8, 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
§ C9.33	Sanitation stop fee	\$4.26 <u>2.75</u> per stop per tax lot, whether or not a building is erected thereon
	Dwelling unit fee	\$25.58 <u>16.50</u> per month per dwelling unit

Section 2. This ordinance shall take effect on July 1, 2019.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

From: [Venning, Todd](#)
To: [Reilly, Helen](#)
Cc: [Fay, Naomi](#); [Garrison, George](#); [Donat, Joseph](#)
Subject: FW: Sanitation User fees.
Date: Tuesday, March 26, 2019 9:50:13 AM
Attachments: [Sanitation User Fees.xlsx](#)

Hi Helen,

Please put the sanitation user fee increases in novus. We are going to do it as a place holder and meet with Joe later in the week. You can use the email to joe below and the attached excel sheet.

Best,

TODD VENNING J.D., M.S.

CITY COMPTROLLER

City Hall
83 Broadway
Newburgh, N.Y. 12550
845 569 7322
TVenning@cityofnewburgh-ny.gov

From: Venning, Todd
Sent: Monday, March 25, 2019 4:36 PM
To: Donat, Joseph <JDonat@cityofnewburgh-ny.gov>
Cc: Garrison, George <GGarrison@cityofnewburgh-ny.gov>; Naclerio, Mimi <MNaclerio@cityofnewburgh-ny.gov>; DeMora, Vickiana <VDeMora@cityofnewburgh-ny.gov>; Calli, Anna <ACalli@cityofnewburgh-ny.gov>; Shah, Heli <HShah@cityofnewburgh-ny.gov>
Subject: Sanitation User fees.

Hi Joe,

The last user fee increases to sanitation fund were done in 2012. Since then there have been substantial increases to the fund's tipping fees, tonnage fees and operational costs. At the same time fund has been rolling over a deficit from year to year which crossed the half a million mark at the beginning of 2017. Due to limited operational funds the funds has deferred capital improvements and much needed maintenance.

I met with Vicky, George and Mimi and I am proposing the following increases to the stop and dwelling fees:

Fee Type
Basic Stop Fee

Current Amount	Proposed
2.75	4.26

Dwelling Fee

16.5

25.58

These increases will allow the sanitation fund to be self-sustaining, clear the deficit and establish a reserve which is likely to positively impact our rating by our creditor's (Moody's).

For a single family home the current fee per quarter moves from \$115.5 to \$179.03, and increase of \$63.53 per quarter. These rates are still approximately \$20 per month less than the surrounding garbage collectors who charge our neighbors approximately \$80/mo or 240/q for collection once per week. Our sanitation fund picks up 2x per week.

I could've recommended higher, but I kept it within reasonable range.

Best.

TODD VENNING J.D., M.S.

CITY COMPTROLLER

City Hall

83 Broadway

Newburgh, N.Y. 12550

845 569 7322

TVenning@cityofnewburgh-ny.gov

	Actual	proposed						
2017 Sanitation Fee Revenue	\$ 3,250,000.00	\$ 5,037,500.00						
2017 Deficit	\$ 340,000.00	\$ 1,447,500.00	-518000 negative fund balance	Current	Avg Single Family	\$ 115.50		
			\$ 929,500.00 reduced negatvie fund balance	Proposed	Avg Single Family	\$ 179.03		
Expenses	\$ 3,590,000.00	\$ 3,590,000.00	500000 establish reserve/fb	Current	Avg Single Family	\$ 462.00		
			\$ 429,500.00 availbe for inventory/trucks/ P+I on any bonds	Proposed	Avg Single Family	\$ 716.10		

Fee Type	Current Amount	Proposed	Descriptions	Stops per month	current Total/Quarter	Proosed Proposed	
Basic Stop Fee	2.75	4.26	for any other street other than Broadway	8	3 \$ 66.0	\$ 102.3	
Dwelling Fee	16.5	25.58	per month per unit	1	3 \$ 49.5	\$ 76.7	**changes for 1-4 unit
"Commercial" stop fee	2.75	4.26	Broadway stop fees	20	3 \$ 165.0	\$ 255.8	
Commercial non broadway /mixed use less than 5k SF	2.75		Non Broadway (commercial 2)		\$ 165.00	\$ 255.75	(This is the \$66 above + 2 fam rate at 49.5*2) plus 49.5 for any additional unit
Commercial non broadway /mixed use more than 5k SF	2.75		Non Broadway (commercial 4)		\$ 264.00	\$ 409.20	(This is the \$66 above + 4 fam rate at 49.5*4) plus 49.5 for any additional unit
Commercialbroadway /mixed use less than 5k SF	2.75		Broadway (commercial 2)		\$ 264.00	\$ 409.20	(This is the \$165 above + 2 fam rate at 49.5*2) plus 49.5 for any additional unit
Commercial broadway /mixed use more than 5k SF	2.75		Broadway (commercial 4)		\$ 363.00	\$ 562.65	(This is the \$165 above + 4 fam rate at 49.5*4) plus 49.5 for any additional unit

	CON	Private GC	Variance
Current	\$38.50	\$80.00	\$41.50
Proposed	\$59.68	\$80.00	\$20.33

CON collects twice a week and charges less than half of surrounding garbage collectors *

Proposed rates will be less than surrounding garbage collectors.

*Estimate for single family home

RESOLUTION NO.:_____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO RENEW THE LEASE AGREEMENT WITH PITNEY BOWES
FOR THE POSTAGE MACHINE IN CITY HALL
BILLED AT \$1,092.66 PER QUARTER FOR 60 MONTHS**

WHEREAS, the City of Newburgh proposes to renew a lease agreement with Pitney Bowes for the postage machine in City Hall; and

WHEREAS, the terms of the renewal lease agreement provide for a quarterly billing in the amount of \$1,092.66 for a period of 60 months with funding to be derived from A.1670.400; and

WHEREAS, entering into a new lease will yield a total savings of \$526.80; and

WHEREAS, this Council has reviewed such lease agreement and finds that the execution of such lease agreement 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/City Manager be and he is hereby authorized to enter into a lease agreement with Pitney Bowes, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to renew the lease for the postage machine for City Hall.



State and Local Term Rental

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF NEWBURGH CITY HALL - COMPTROLLERS OFC	146002329

Sold-To: Address
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Nicholas Crispino	8455697324	0012431957

Bill-To: Address
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Nicholas Crispino	8455697324	0012431957	it@cityofnewburgh-ny.gov

Ship-To: Address
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Nicholas Crispino	8455697324	0012431957

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APK2	SendPro P Series Basic Label Printer Pac
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSA	CONNECT+ 145 LPM SPEED
1	AZBA	SendPro P1000 Series
1	AZBE	SendPro P Series Mono Print Module
1	ERB1	eReturn Receipt Subscription - P Series
1	ERR1	E-Return Receipt Feature
1	M9SS	Mailstream Intellilink Services

1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	MW97182	Wireless LAN Adapter
1	NV10	INVIEW TMR Web Acct Bundle Single only
1	NV90	NV90 - INVIEW Subscription
1	NVMA	NVMA - INVIEW Dashboard - Single Meter
1	PTJ1	Postal Shipping
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SBDS	Barcode Scanner
1	SJM1	SoftGuard for SendPro P1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 364.22	\$ 1,092.66

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
- ☐ Tax Exempt Certificate Not Required
- ☒ Purchase Power® transaction fees included
- ☐ Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/19), which are available at <http://www.pb.com/statelocalloptterms> and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Brian Griffin	brian.griffin@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales****Under Internal Revenue Code section 149(e)**

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.**Part I Reporting Authority**Check box if **Amended Return** ☐

1 Issuer's name CITY OF NEWBURGH CITY HALL - COMPTROLLERS OFC	2 Issuer's employer identification number 146002329
3 Number and street (or P.O. box if mail is not delivered to street address) 83 BROADWAY FL 2	Room/suite
4 City, town, or post office, state, and ZIP code NEWBURGH NY 12550-5617	5 Report number (For IRS Use Only)
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information	7 Telephone number of officer or legal representative

Part II Description of Obligations Check one: a single issue ☐or a consolidated return ☒

8a Issue price of obligation(s) (see instructions)	8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)		
9 Amount of the reported obligation(s) on line 8a that is:	9a	
a For leases for vehicles	9b	
b For leases for office equipment	9c	
c For leases for real property	9d	
d For leases for other (see instructions)	9e	
e For bank loans for vehicles	9f	
f For bank loans for office equipment	9g	
g For bank loans for real property	9h	
h For bank loans for other (see instructions)	9i	
i Used to refund prior issue(s)	9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k	
k Other		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box		☐
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)		☐
12 Vendor's or bank's name: <u>Pitney Bowes Inc.</u>		
13 Vendor's or bank's employer identification number: <u>06 0495050</u>		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name

Firm's EIN

Firm's address

Phone no.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents See *Where To File next*.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Lines 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the Paid Preparer Use Only area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

- The paid preparer must:
- Sign the return in the space provided for the preparer's signature, and
 - Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103. The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form** 4 hr., 46 min.
- Preparing the form** 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
COMPLETE STREETS POLICY**

WHEREAS, The City of Newburgh intends to develop and maintain a safe, accessible and equitable transportation network that provides alternative transportation options for all users, coordinates adjacent land uses and promotes a more livable and walkable community for people of all ages and abilities through a Complete Streets Policy; and

WHEREAS, Complete Streets core values support long-term safety, health, mobility, economic viability, livability, sustainability, environmental protections, equity, and quality of life through thoughtful street-level improvements to the built environment that make the safe and active choice the easy choice for all users; and

WHEREAS, Complete Street designed roadways offer better transportation options, reduce traffic, improve public health and overall air quality, support an aging population, advance economic development, promote equal opportunities, strengthen environmental resilience, and keep people safer while driving, biking, rolling, and walking; and

WHEREAS, this Council has reviewed the Complete Streets Policy and finds that adopting the Complete Streets Policy is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby adopts the City of Newburgh Complete Streets Policy.

CITY OF NEWBURGH COMPLETE STREETS POLICY

1.0 VISION & PURPOSE

The City of Newburgh will develop and maintain a safe, accessible and equitable transportation network that provides alternative transportation options for all users, coordinates adjacent land uses and promotes a more livable and walkable community for people of all ages and abilities. The transportation network will improve public health and safety, while encouraging economic activity, regional tourism, community character, livability for all residents, and equity in order to enhance the quality of life for residents and visitors. The City of Newburgh will consider the needs of diverse transportation users and modes, including but not limited to: walking, biking, driving, wheeling/rolling, public transit, car sharing/carpooling, taxis, delivery and emergency response vehicles. Where possible, there will be four modes of transportation, two of which must be walking and bicycling.

2.0 PRINCIPLES

Complete Streets core values support long-term safety, health, mobility, economic viability, livability, sustainability, environmental protections, equity, and quality of life through thoughtful street-level improvements to the built environment that make the safe and active choice the easy choice for all users.

Complete Street designed roadways offer better transportation options, reduce traffic, improve public health and overall air quality, support an aging population, advance economic development, promote equal opportunities, strengthen environmental resilience, and keep people safer while driving, biking, rolling, and walking.

2.1 Complete Streets serve diverse users.

It is the intent of this policy to promote a safe, accessible and equitable transportation network that balances the needs of all users, including: pedestrians, bicyclists, public transit users, motorists, emergency and municipal vehicles, and freight carriers. This policy promotes and enhances public health and safety, while encouraging economic activity, community character, livability, and equity for people of all ages, abilities and socioeconomic backgrounds, including children, families, aging populations and individuals with disabilities. Particular emphasis should be given to historically disinvested neighborhoods or vulnerable populations.

2.2 A connected, integrated transportation network is a critical component of Complete Streets.

A cohesive transportation network unifies the individual efforts of various entities by ensuring gaps are filled and crucial connections are made. This policy encourages the expansion of integrated public transportation opportunities including regional transportation systems, bicycle and pedestrian facilities, public and private property, and green space throughout the City of Newburgh and surrounding region. These services and facility improvements will increase personal mobility and travel choices, conserve energy resources, preserve air quality, and foster economic growth.

2.3 Complete Streets principles apply to all roadways and all projects phases.

This policy serves to integrate the consideration of bicycle, pedestrian, and public transportation facility planning into regional and local transportation planning programs. These considerations shall apply to the planning, design and construction phases

of all street, sidewalk, trail, and pathway projects, regardless of funding sources, whether public or private, including but not limited to new, retrofit or reconstruction, maintenance and ongoing projects.

The successful implementation of such projects requires ongoing collaboration between the Engineering Department, Department of Planning and Development, Department of Public Works, and other departments as warranted, and/or the various boards, councils, commissions, or committees as well as with appropriate local and regional agencies.

2.4 Best-practice design criteria and context sensitive approaches are essential to Complete Streets.

The best available Complete Streets design standards, policies, principles, and guidelines will be utilized to inform decision making and implemented to the maximum extent determined feasible by the Engineering Department, Department of Planning and Development, Department of Public Works, and other departments as warranted, and/or the various boards, councils, commissions, or committees. City staff will consider various contexts, public input, and the needs of users when implementing and adopt a balanced approach that follows appropriate design standards should be considered. This approach should aim to provide a comparable level of safety for all users and complement the projects physical setting while preserving scenic, aesthetic, historic, and environmental resources.

3.0 JURISDICTION

The design of new, rehabilitated or reconstructed facilities should anticipate likely demand for bicycling, walking, transit and motorist use and should not prevent future improvements. This policy shall apply to all transportation-related elements of projects involving City of Newburgh property, including City roads, parks, and buildings, as well as public and private projects over which the City of Newburgh has permitting authority.

The City shall foster partnerships with the State of New York, Orange County, other transportation agencies, neighboring counties and municipalities, school districts and other property owners to develop facilities that ensure the principles and practices of Complete Streets are embedded within their planning, design, construction, and maintenance activities.

4.0 IMPLEMENTATION

The City of Newburgh views Complete Streets as integral to everyday transportation decision-making practices and processes.

Next steps include:

- a. Coordination: The City of Newburgh will promote interdepartmental coordination to ensure the consistent application of this policy and encourage the most responsible and efficient use of resources for activities within the public right-of-way.
- b. Plans and Policies: The Engineering Department, Department of Planning and Development, Department of Public Works, other departments as warranted, and/or the various boards, councils, commissions, or committees will incorporate Complete Streets principles into proposed and existing procedures, programs, plans, regulations, and other processes/documents, as appropriate. This includes, but is not limited to the following:
 - a. 2008 Plan-it Newburgh Sustainable Master Plan
 - b. 2011 City of Newburgh Future Land Use Plan
 - c. 2017 Local Waterfront Revitalization Plan & Harbor Management Plan
 - d. City of Newburgh Zoning Code
 - e. City of Newburgh Adopted Streetscape Standards
 - f. 2010 Orange County Comprehensive Plan
 - g. 2010 Orange County Design Manual

- h. 2012 Newburgh Area Transportation and Land Use Study (Orange County)
 - i. Mid-Hudson Regional Sustainability Plan
 - j. 2013 Orange County Greenway Compact
 - k. 2016 Complete Streets City of Newburgh & City of Port Jervis Alta Planning Study
 - l. Complete Street 101 (?)
 - m. 1998 Orange County Bicycle and Pedestrian Plan
- c. Land Use: The City of Newburgh Planning Board will ensure the principles and practices of Complete Streets are incorporated for all City of Newburgh site development reviews.
 - d. Funding: City of Newburgh staff will work to identify current and potential funding sources and grants for implementation of Complete Streets policies, plans, and practices within City of Newburgh. City staff will also work to develop specific mechanisms to encourage funding for complete streets projects.
 - e. Education and Training: The various boards, councils, commissions, or committees, in conjunction with other relevant departments as warranted, will coordinate to continue professional development and training on non-motorized transportation issues through attending conferences, classes, seminars, and workshops.
 - f. Resources: The Transportation Advisory Committee, in concert with the Department of Planning and Development, and the Engineering Department as needed, will curate educational materials on Complete Streets, policy resource, design standards, implementation strategies, and other relevant guidance materials.
 - g. Accountability: To ensure policy becomes practice, progress on Complete Streets will be overseen by City Manager and input from the Transportation Advisory Committee.

5.0 PERFORMANCE MEASURES

The City of Newburgh will define performance measures to track the progress of the implementation of this policy. Such measures will be incorporated into relevant plans, manuals, policies, processes, and programs. These measures will be reported and made publicly available each year. These measures include, but are not limited to:

- a. Total improvements in safety for all users
- b. Attainment of ADA compliance
- c. Total number of bicycle and pedestrian facilities and infrastructure improvement
- d. Total miles or Total Percentage of improved sidewalks and crosswalks
- e. Number of people reached through safety education programs
- f. Increase in public transit ridership numbers and experience
- g. Total reduction in issued speeding tickets on City roads.
- ~~h. The number and percentage of residents that reside in a jurisdiction with a complete streets policy (along census tracts)~~
- ~~i. Percentage of roads in a jurisdiction that become subject to Complete Streets policies, plans and practices~~
- ~~j. Percentage of adults and youth who report engaging in physical activity in the past 30 days~~

6.0 EXCEPTIONS

All exceptions to this policy must be transparent and approved by the Engineering Department, Department of Planning and Development, Department of Public Works and other relevant departments as warranted. Written findings and supporting data must be provided and will be made publicly available prior to the exceptions being granted. Exceptions to the Complete Streets policy may be considered when:

- a. A project involves only ordinary maintenance that do not change the roadways operations, such as, mowing, sweeping, spot pavement repair, grinding and microsurfacing;

- b. An affected roadway prohibits, by law, use by specified users, in which case a greater effort shall be made to accommodate those specified users elsewhere, including on roadways that cross or otherwise intersect with the affected roadway;
- c. The cost or impacts of accommodation is excessively disproportionate to the need or probable current and/or future use;
- d. The existing and planned population, employment densities, traffic volumes, or level of transit service around a particular roadway is so low that future expected users of the roadway demonstrates an absence of current and future need;
- e. There is a reasonable and equivalent project near the corridor under consideration that is already programmed to provide accommodations promoted by this policy.

7.0 RESOURCES

On the Transportation Committee's website, guidelines and standards may include, but are not limited to:

- a. American Association of State Highway Officials (AASHTO) Guide for the Planning, Design, and Operation of Pedestrian Facilities
- b. Institute of Transportation Engineers (ITE) Traffic Calming Measures and Walkable Urban Thoroughfares
- c. Manual on Uniform Traffic Control Devices (MUTCD)
- d. National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide
- e. New York State Department of Transportation (NYSDOT) Complete Streets Standards
- f. Public Right-of-Way Accessibility Guidelines (PROWAG)
- g. American's with Disabilities Act Accessibility Guidelines (ADAAG)
- h. New York State Association of Metropolitan Planning Organizations (NYSAMPO) Framework for Connected and Automated Vehicles
- i. City of Newburgh Adopted Streetscape Standards

The Importance of Complete Streets

The streets of our cities and towns play an important role in the livability of our communities.



Everyone, regardless of age, ability, income, race, or ethnicity, should have safe and convenient access to community destinations and public places—whether walking, wheeling, driving, bicycling, or taking public transportation. Yet, too many of our streets are designed only for cars, and how quickly they can move up and down streets. They are unsafe for people on foot or bike. Changes are needed to improve the efficiency and capacity of our streets to move people in the same amount of space without having to rely on their cars. Many cities and towns now have plans and policies to ensure safety and convenience on streets throughout their communities. These plans and policies are not just for drivers, but for all users, including pedestrians, bicyclists, and transit riders.

What Are Complete Streets??

Complete Streets are streets for everyone and provide an opportunity to engage in inclusive, community-wide health promotion.

Complete Streets go beyond just the street. By planning, designing, operating, and maintaining Complete Streets, communities of all sizes—from small rural towns to large cities—can provide all users, regardless of transportation mode, with convenient and comfortable access to roads. Complete Streets enable those walking, wheeling, bicycling, driving automobiles, and riding public transportation to share the road safely and allow communities to achieve greater economic, environmental, and public health benefits. If the underlying principles of universal design are adhered to and effectively executed, an inclusive and accessible environment for pedestrians and transit users will be achieved.



Common Complete Streets Elements

Sidewalks and crosswalks; traffic-calming devices; bike lanes and mixed-use paths; driving lanes for cars and buses; street lights; tree-lined streets; benches; on-street parking; bus lanes and paved shoulders.



Two-thirds of Americans want more transportation options, so they have the freedom to get where they need to go.

Source: Future of Transportation National Survey

One Size Doesn't Fit All Communities



Complete Streets are meant to be context sensitive—a complete street in a city will differ from one in a rural community. There is no single, standard Complete Streets design because such streets must be designed to meet the particular needs of each individual community.

---- Benefits of Complete Streets ----

- Complete Streets can bolster economic growth and stability by providing accessible and efficient connections between destinations.
- By designing for pedestrian travel, Complete Streets can improve safety by reducing crashes between vehicles and pedestrians or cyclists.
- Complete Streets encourage walking and bicycling and improve air quality, which are all important for our health (reduce obesity, asthma, and illness).
- Complete Streets can help ease transportation woes and increase the overall capacity of the transportation network.
- Complete Streets are equitable and help to provide access to daily activities (e.g., employment, school) among those who don't have a car.

Source: Smart Growth America

Complete Streets *meet the demand for transportation options while promoting other community goals.*



Today **over 100** New York villages, towns, and/or cities and **12** counties have Complete Streets policies or resolutions.

Source: New York State Department of Transportation

Safety.

Designing the street with pedestrians in mind—improved lighting, sidewalks, raised medians, better bus stop placement, and installation of traffic calming measures—has been shown to improve pedestrian, bicyclist, and motorist safety. Moreover, when more residents use active transportation there are more people in the public realm. Therefore, increased active transportation creates a safer setting for children as they travel.

Economic Vitality.

Communities that undergo Complete Streets improvements can bolster local business and spur economic development. Complete Streets encourage private investment and businesses often look at the economic health of a community when deciding where to locate because of insurance costs. Making it easier for residents and visitors to walk, bike, or take transit to their destinations helps them to spend money locally. Instead of paying for the cost of owning a car, individuals can pay for housing, restaurants, and entertainment.

Job Growth.

Road improvement projects that include bike and pedestrian facilities create more jobs per dollar spent, compared to those that are only designed for vehicles. Moreover, cycling adds jobs to the economy through increased tourism, bicycle manufacturing, sales and repair, bike tours, and other activities.

What Is a Complete Streets Policy?

A Complete Streets policy formalizes a community's desire to have streets that are safe for users of all ages and abilities. These policies direct decision-makers and stakeholders to consistently incorporate Complete Streets principles into both routine maintenance projects and new projects and to plan, design, and build roadways with all users in mind – including pedestrians, bicyclists, public transportation riders, and motorists. Complete Streets policies come in many shapes and sizes. City councils have passed resolutions directing their transportation agencies to consider the needs of all users. Planning departments have worked with community members to include Complete Streets goals in master or comprehensive plans. Transportation agencies have written internal memorandums outlining policy changes and implementation steps, and policy makers have passed Complete Streets ordinances. Some policies are developed very quickly and some involve many steps beyond the initial adoption of a resolution or vision statement.

TO LEARN MORE



about Complete Streets, please email us NYOPCE@jsi.com or call us at (855) 355-5986.



NYS Obesity Prevention
Center for Excellence



Creating Healthy Schools
and Communities



Department of Planning

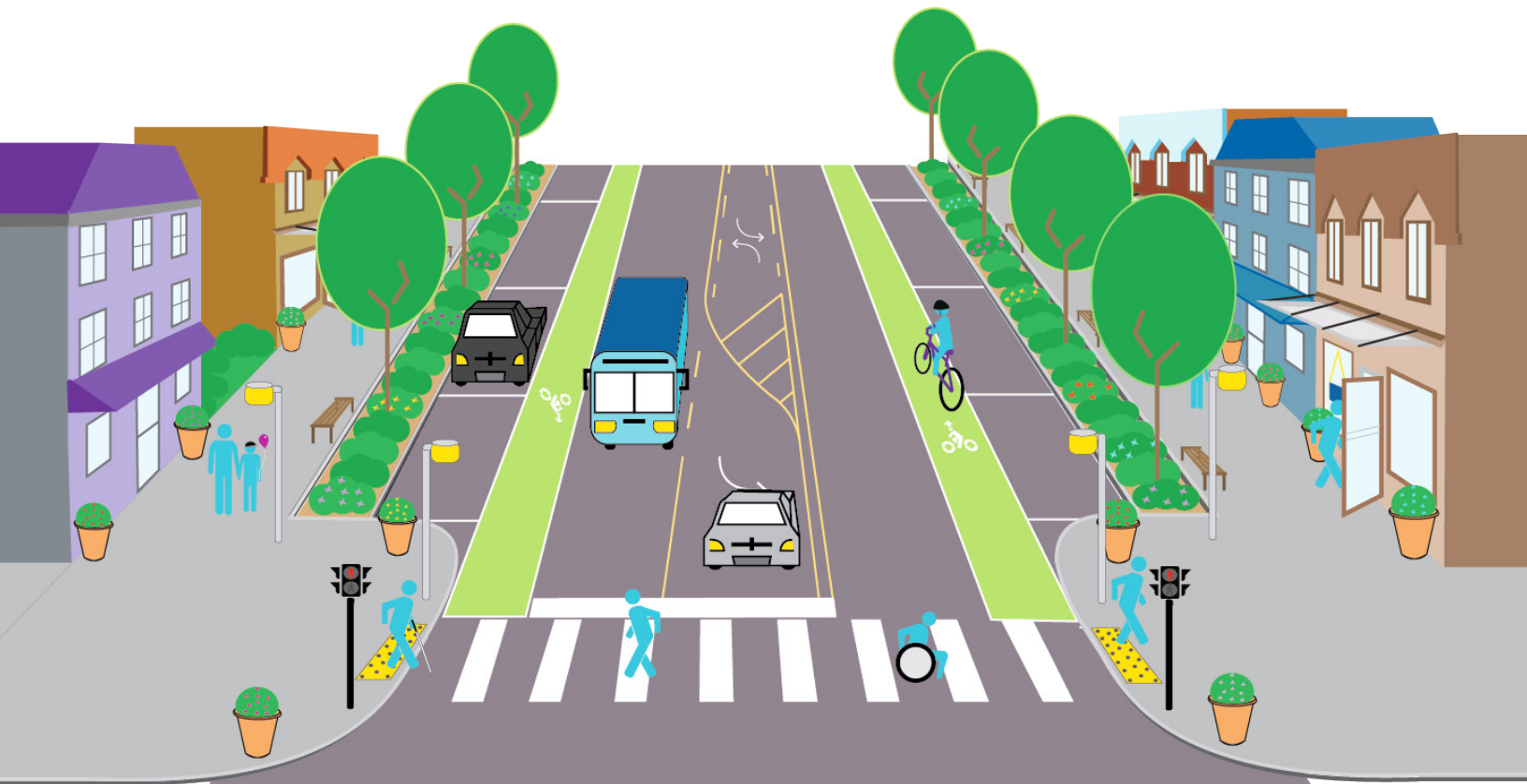
COMPLETE STREETS

THE BASICS



A Complete Street:

- Is a street designed to serve all users and modes
- Is part of a connected and integrated transportation network
- Applies to all roadways, projects, and phases when appropriate
- Looks at context sensitive approaches and best practice design criteria



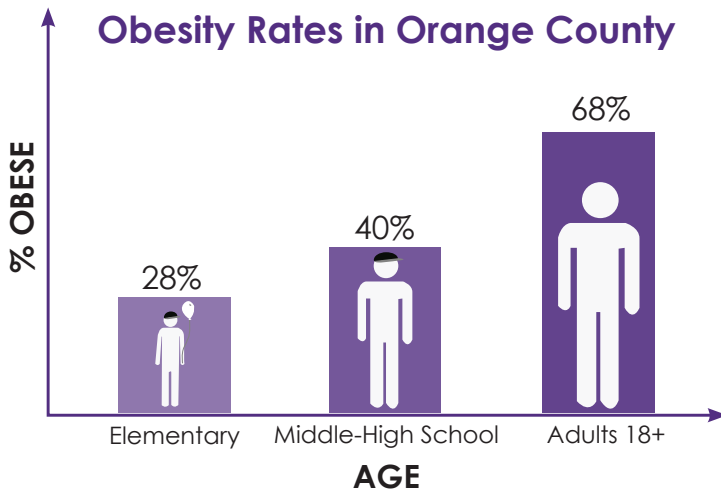
Each complete street is unique, but elements may include:

- sidewalks
- bike lanes (or wide paved shoulders)
- bus lanes
- accessible transit stops
- frequent crossing opportunities
- median islands
- accessible pedestrian signals
- bump outs (curb extensions)

THE BENEFITS

PUBLIC HEALTH

Walkability has a direct and specific relation to the health of residents. Health experts agree that **inactivity** is a leading cause of **obesity** in adults throughout the nation.



CDC and Prevention Behavioral Risk Factor Surveillance System Survey Data (BRFSS) 2013 - 2014
NYSDOH Student Weight Status Category Reporting System (SWSCR) 2012 - 2014



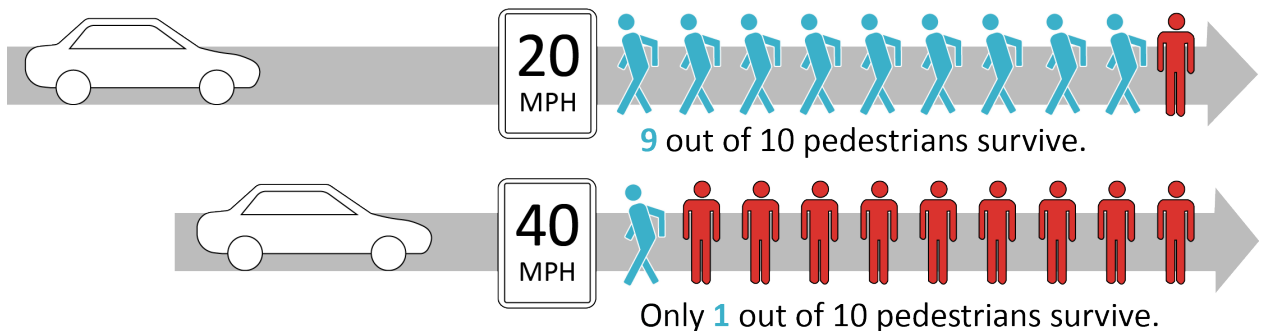
Recommended
30 minutes of walking
daily to meet healthy
activity levels.

People with safe places to walk
have nearly a **2x greater** chance of
meeting recommended daily activity
levels than those who do not.

Powell, K.E., Martin, L., & Chowdhury, P.P. (2003). "Places to walk: convenience and regular physical activity." American Journal of Public Health, 93, 1519-1521.

SAFETY

Roadway design and engineering approaches commonly found in Complete Streets create long-lasting speed reduction, and **improve safety** for all users.



US Department of Transportation, National Highway Traffic Safety Administration (1999). Literature Review on Vehicle Travel Speeds and Pedestrian Injuries Among Selected Racial/Ethnic Groups.

ECONOMIC

49% Increase in retail sales at local
businesses when protected bicycle
lanes are installed nearby

Source: NYCDOT, Measuring the Street: New Metrics for 21st Century Streets, NYC, 2012

11% Average home value increase for
each half mile closer to a trail

G Lindsey, J Man, S Payton, K Dickson, "Property Values, Recreation Values, and Urban Greenways," Journal of Park and Recreation Administration 22, 2004: 69-90.

Road improvement projects that
include bike and pedestrian facilities
create **more jobs** per dollar
spent during construction than
those that are only designed for
vehicles.



Hand-drawn site plan of a proposed parkway on Lake Street. The plan shows a street layout with a central 'LAKE ST' corridor. On the left, a 'WILLIAMS' street runs vertically. The plan includes a 'CYCLE TRACK' with arrows indicating direction, 'BIKE BOX' areas, and 'BIKEWAY' sections. A 'BIKEWAY' is also shown on the right side. The plan is labeled 'LAKE ST' and 'WILLIAMS'. A note at the bottom left says 'TURN LANE' and 'ADDITIONAL LANE ON LAKE ST.'

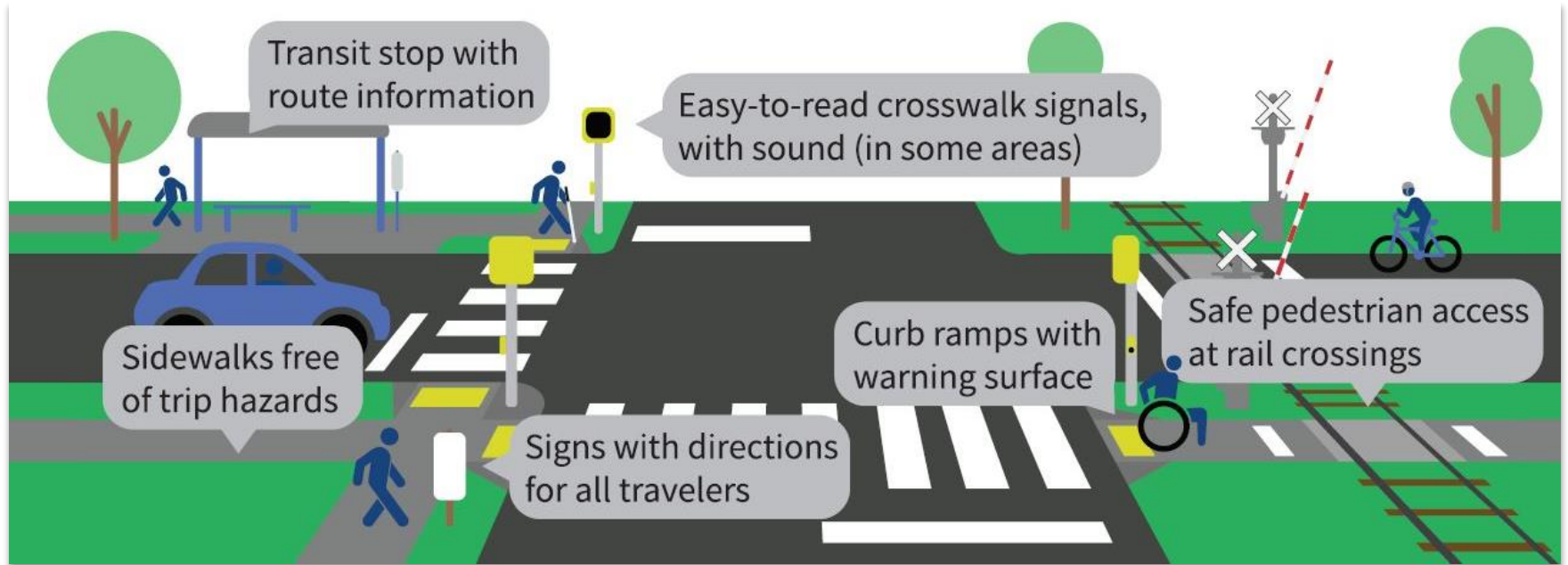


For more information visit orangecountygov.com/completestreets

[illegible]

For more information visit orangecountygov.com/completestreets

COMPLETE STREETS BASICS



Common Elements:

Sidewalks, bike lanes, bus lanes, accessible transit stops, crosswalks, median islands, accessible pedestrian signals, curb extensions



COMPLETE STREETS BENEFITS



Transportation Equity

Improved Health

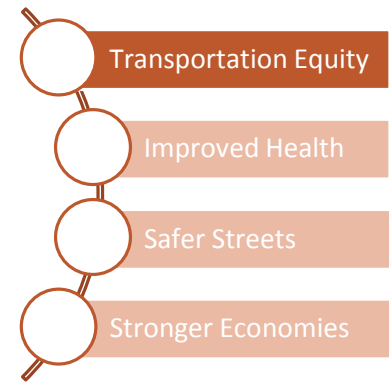
Safer Streets

Stronger Economies



COMPLETE STREETS

BENEFITS: TRANSPORTATION EQUITY



Incomplete Streets

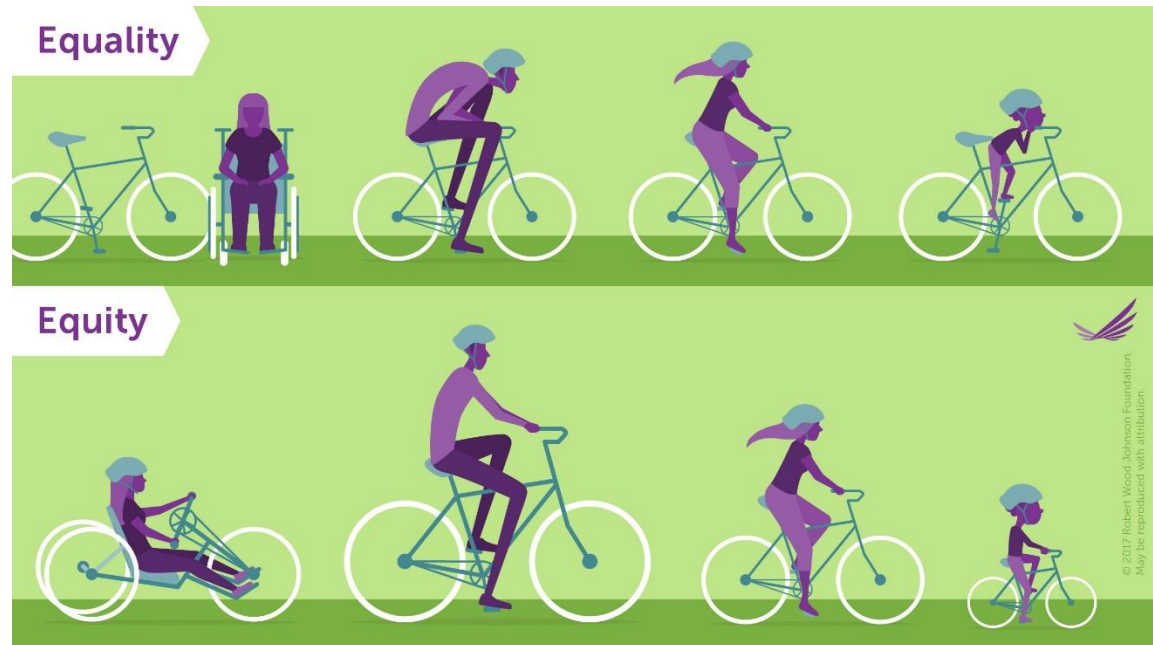
Particularly **Dangerous** for:

- Children
- Older Adults
- People of Color
- People with Disabilities
- Low Income Communities

Creates **Barriers** to:

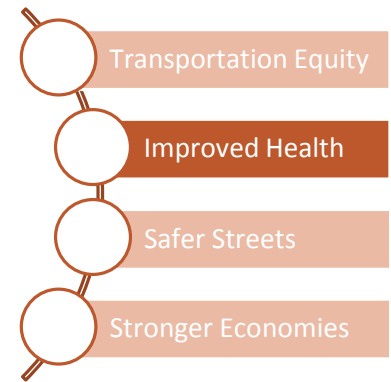
- Groceries
- Education
- Healthcare
- Employment
- Friends/Family
- Religious/Cultural Institutions

More than **13%** of NECSD residents live with a disability (3,734)



COMPLETE STREETS BENEFITS: IMPROVED HEALTH

28.2% of NECSD students are obese



Obesity is chronic and causes:

- Type II diabetes
- Cardiovascular disease
- Osteoarthritis
- Sleep apnea
- Depression



CDC recommends 150 minutes per week of physical activity:

43% of people with safe places to walk meet recommended activity levels

27% of people without safe places to walk meet recommended activity levels

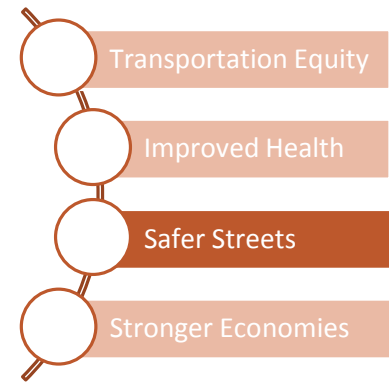


For more information visit orangecountygov.com/completestreets

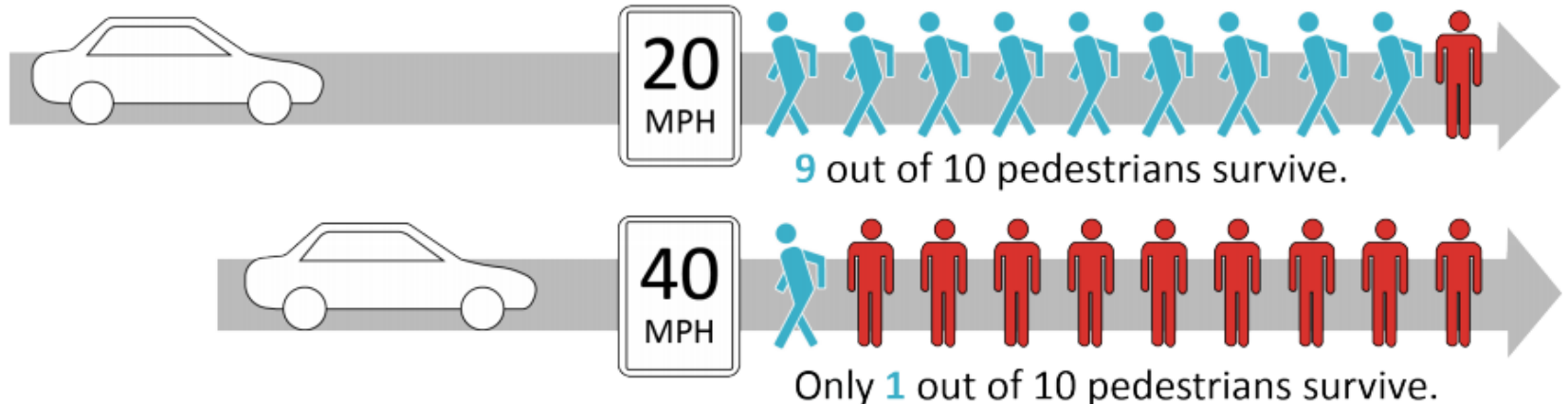
COMPLETE STREETS BENEFITS: SAFER STREETS

In NYS over 25% of motor vehicle related fatalities are pedestrians

More than 40% of pedestrian fatalities occur where there is no available crosswalk

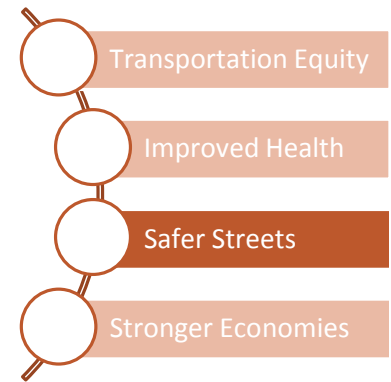


Roadway design and engineering approaches commonly found in Complete Streets create long-lasting speed reduction, and **improve safety** for all users.

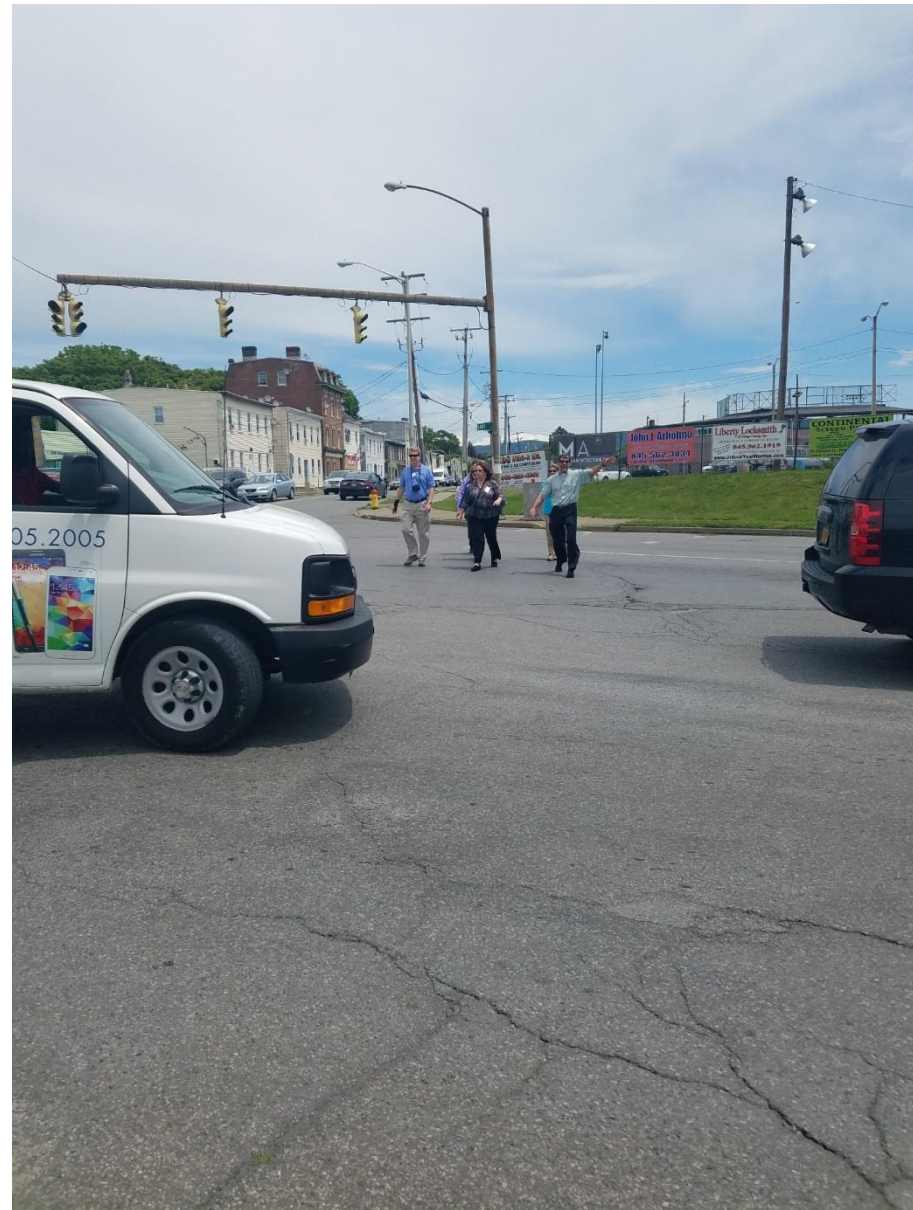


For more information visit [orangecountygov.com/completestreets](https://www.orangecountygov.com/completestreets)

COMPLETE STREETS BENEFITS: SAFER STREETS



For more information visit orangecountygov.com/completestreets



For more information visit orangecountygov.com/completestreets

Crash Heat Map 2012-2016

City of Newburgh
Orange County, New York

Legend

 City of Newburgh

 Parcels

 Crashes

 Schools

 Parks

 Waterbodies

Roads

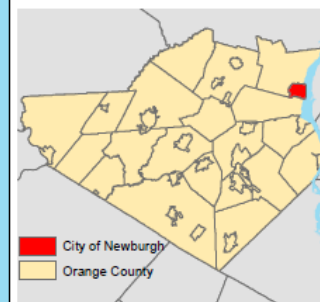
 Interstate

 Federal / US

 State

 County

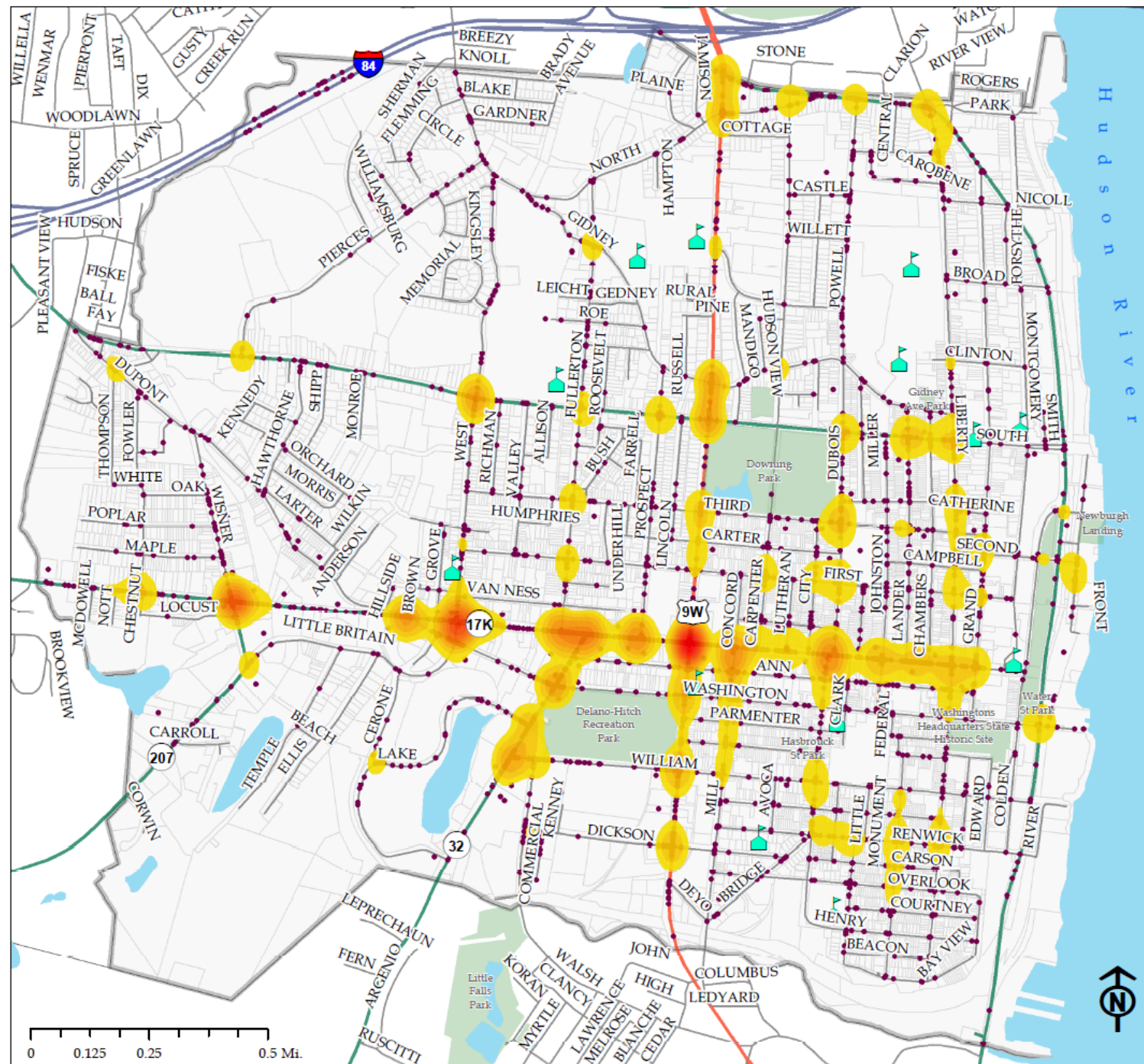
 Local Roads



Data Source: NYSDOT ALIS

Orange County Department of Planning
March 2017

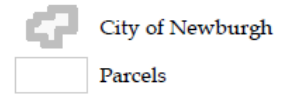
The County of Orange makes no warranty of the accuracy or completeness of information depicted on this map and disclaims liability for any loss or damage resulting from its use. Data may have been developed in cooperation with other County departments and/or other Federal, State and Local government agencies



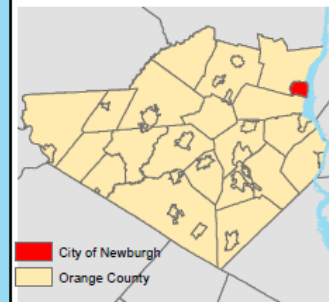
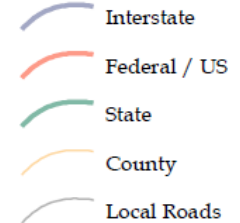
Bike - Pedestrian Crash Heat Map 2012-2016

City of Newburgh
Orange County, New York

Legend



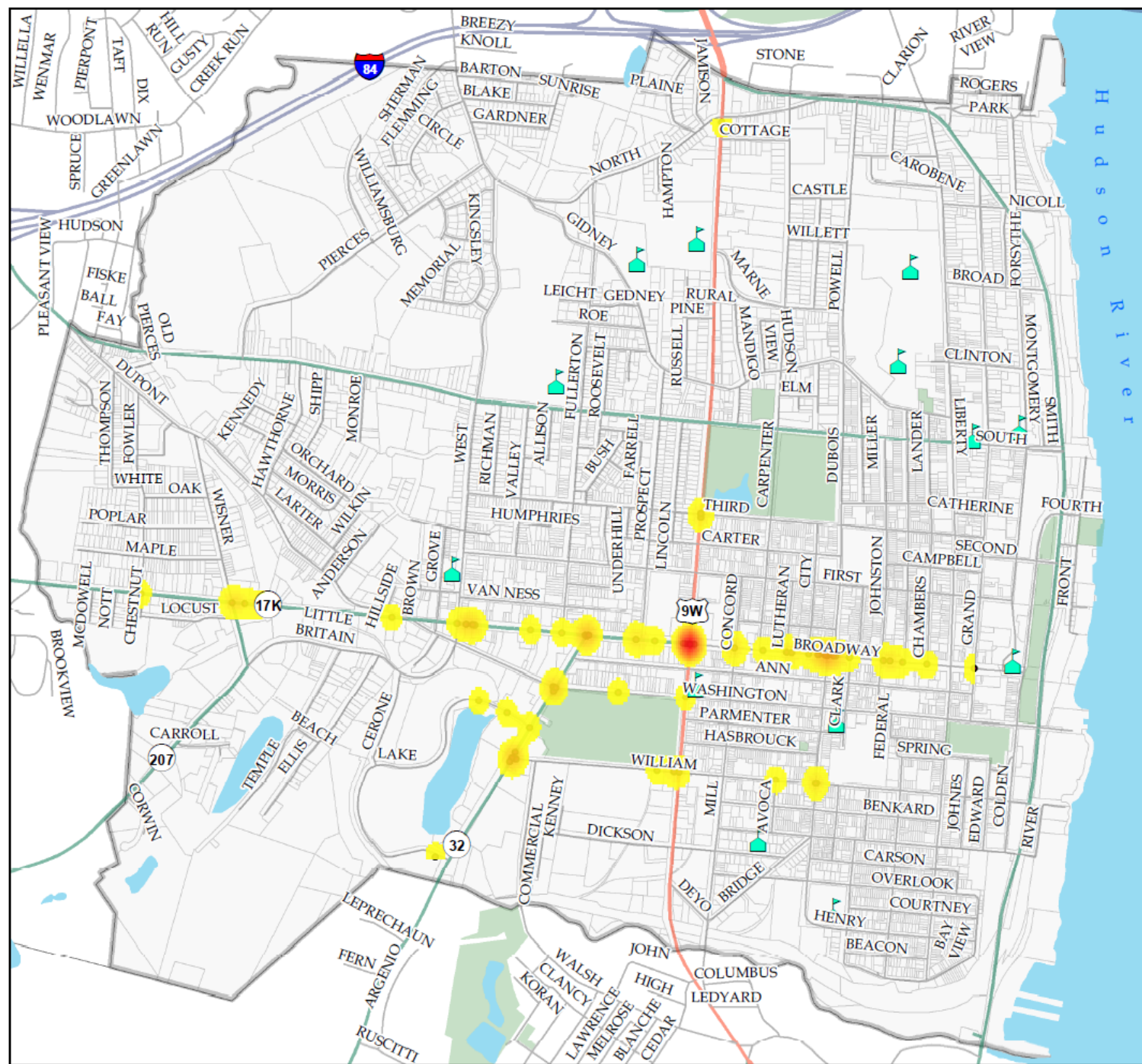
Roads



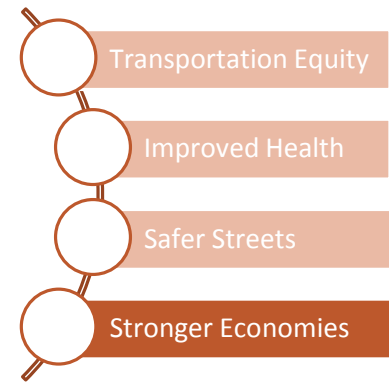
Data Source: NYSDOT ALIS

Orange County Department of Planning
March 2017

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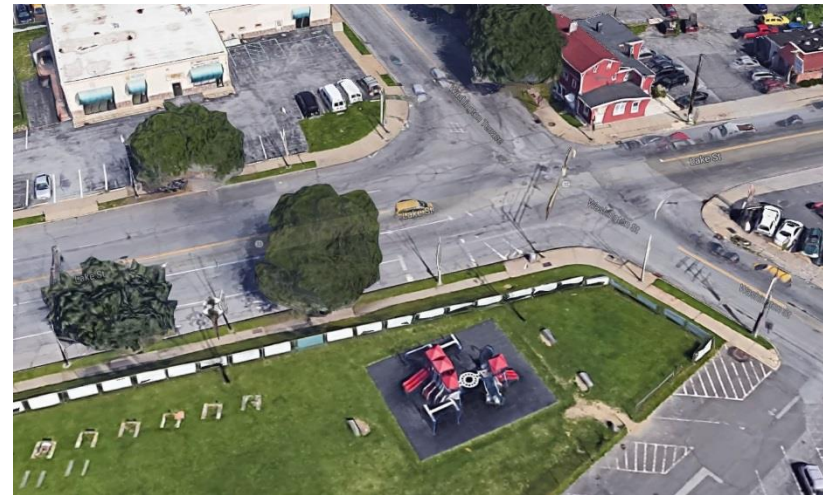
COMPLETE STREETS BENEFITS: STRONGER ECONOMIES



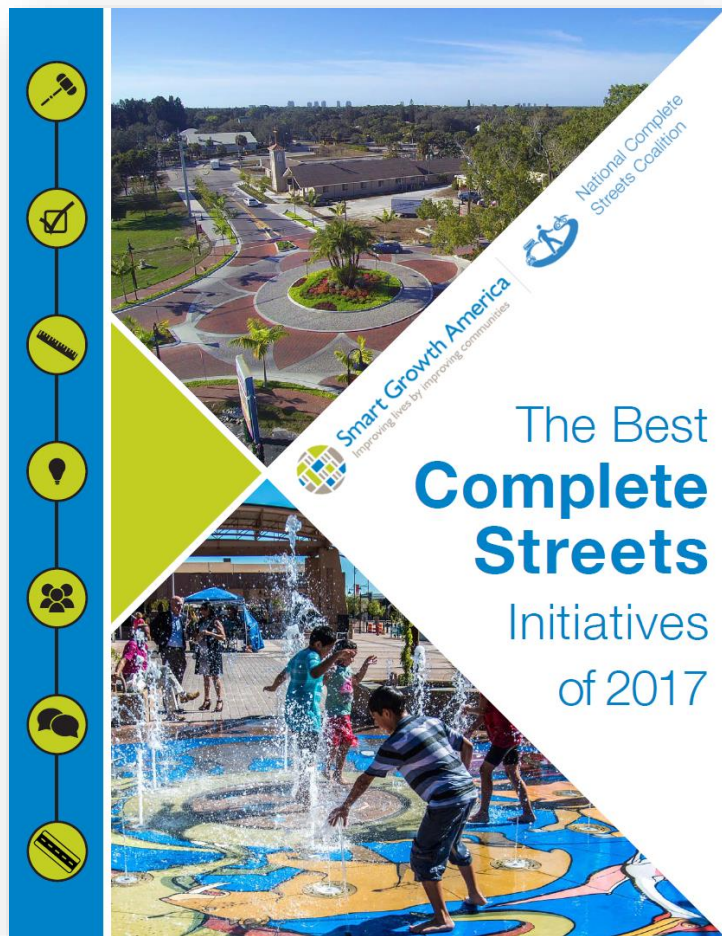
49% Increase in retail sales at local businesses when protected bicycle lanes are installed nearby.

11% Average home value increase for each half mile closer to a trail.

15.94% of total NECSD households have no access to a vehicle (3,665)



COMPLETE STREETS POLICY



Key Implementation Steps for Complete Streets Initiatives



Adopt a Complete Streets Policy.

Adopting a policy formally establishes a jurisdiction's commitment to Complete Streets. The strongest Complete Streets policies call for the key implementation steps below.



Restructure or revise related procedures, plans, regulations, and other processes.

These processes should make accommodating all users on every project a routine part of transportation planning and operations. This could include incorporating Complete Streets checklists or other tools into decision-making processes.



Develop new design policies and guides.

Communities may also elect to revise existing design guidance to reflect the current state of best practices in transportation design, or they may adopt national or state-level recognized design guidance.



Offer workshops and other training opportunities.

These trainings should educate transportation staff, community leaders, and the general public so that everyone understands the importance of the Complete Streets vision. Trainings could focus on Complete Streets design and implementation, community engagement, and/or equity.



Create a committee to oversee implementation.

The committee should include both external and internal stakeholders as well as representatives from advocacy groups, underinvested communities, and vulnerable populations such as people of color, older adults, children, low-income communities, non-native English speakers, those who do not own or cannot access a car, and those living with disabilities.



Create a community engagement plan.

The plan should incorporate equity by targeting advocacy organizations and underrepresented communities. The best community engagement plans use innovative outreach strategies that don't require people to alter their daily routines to participate. This report highlights initiatives that excel in community engagement, even if they do not have a formal engagement plan.



Implement Complete Streets projects.

After taking other key implementation steps, jurisdictions can incorporate a Complete Streets approach into all transportation projects as routine practice. In doing so, they can work toward creating a comprehensive transportation network that is safe, reliable, comfortable, convenient, affordable, and accessible for all people who use the street.

COMPLETE STREETS POLICY

Formalizes a community's intent to plan, design, and maintain streets so they are safe for all users.

Directs transportation planners and engineers to **consistently** design and construct the right-of-way to safely accommodate all users.

Components of a Policy:

1. Vision
2. Principals
3. Jurisdiction
4. Implementation
5. Performance Measures
6. Exceptions



Orange County Government
Office of County Executive Steven M. Neuhaus
NEWS RELEASE

For Immediate Release
August 7, 2017

Contact: Justin Rodriguez
845.291.3255

Orange County introduces Complete Streets Policy

New initiative promotes safety and accessibility on County property through Complete Streets practices

Goshen, N.Y. – Orange County Executive Steven M. Neuhaus is pleased to announce that the Legislature has unanimously approved a Complete Streets Policy, encouraging safer roads and pathways in Orange County. This initiative is



COMPLETE STREETS FUNDING

Multimodal improvements can eliminate or postpone the need for expensive road and intersection widening projects



Ask Developers to...

- use on-street angled parking, and narrow wide roadways
- install temporary curbside plazas;

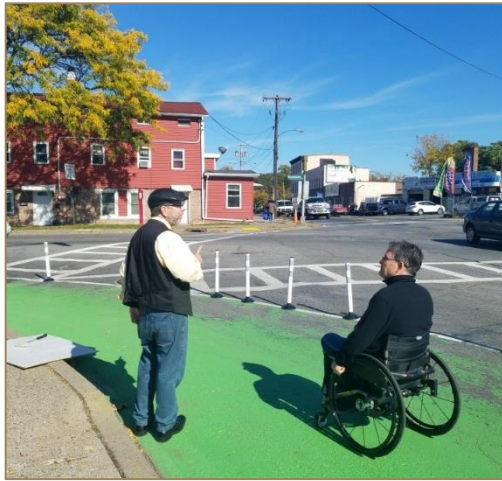
Coordinate with DPW to...

- install refuge islands and curb extensions;
- restripe to narrow travel lanes;
- change signal timing;
- restripe crosswalks to be more visible;
- add pedestrian countdown signals;

COMPLETE STREETS FUNDING

Improvements can be modest in size and low cost

Integrate the needs of all road users early in the planning process and avoid delays

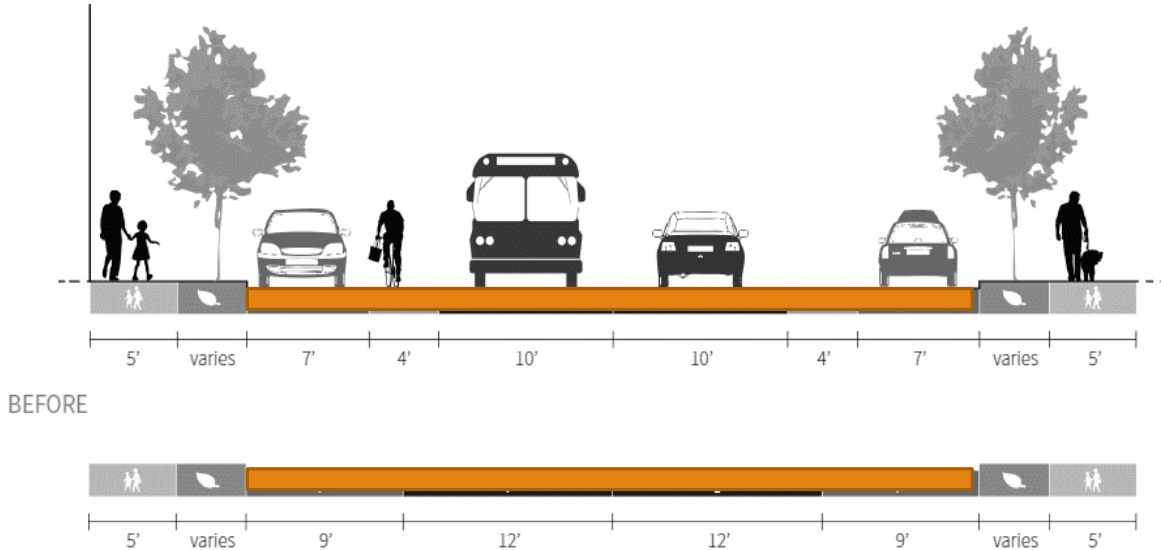


COMPLETE STREETS FUNDING

Case Study: Hamburg, NY

Route 62- Traffic Calming and Pedestrian Enhancements

AFTI



After

- ↓ Accidents decreased **66%**
- ↑ Average Property Sale Increase **169%**
- ↑ Number of Building Permits rose by **81** in 5 years



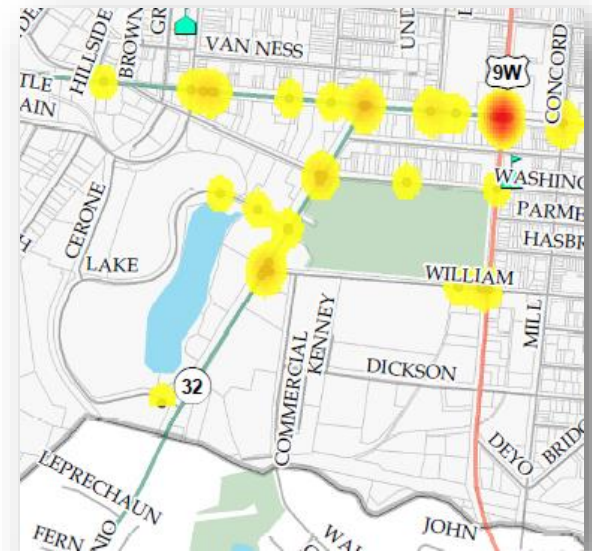
Before

ORANGE COUNTY COMPLETE STREETS IMPLEMENTATION

- Coordination with DPW and Public Health
- Integration of Complete Streets principals into existing County plans and processes



Resources available online include: Design Guidance, Fact Sheets, Links to NYS Website etc.



Data Collection/ Analysis

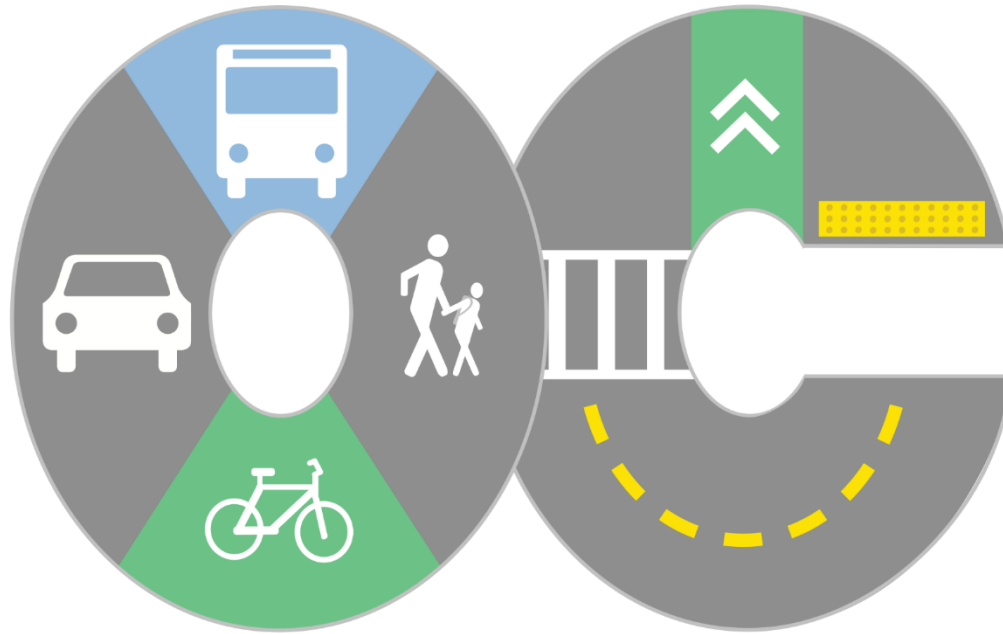


Walk Audit



For more information visit orangecountygov.com/completestreets

ORANGE COUNTY



COMPLETE STREETS



For more information visit orangecountygov.com/completestreets

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 23-24 WILLIAMSBURG DRIVE (SECTION 1, BLOCK 2, LOT 12)
AT PRIVATE SALE TO DAVID MELGAR AND ANA M. CONTRERAS MELGAR
FOR THE AMOUNT OF \$119,900.00**

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 23-24 Williamsburg Drive, being more accurately described as Section 1, Block 2, Lot 12, 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 July 5, 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>
23-24 Williamsburg Drive	1 - 2 - 12	David Melgar Ana M. Contreras Melgar	\$119,900.00

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

23-24 Williamsburg Drive, City of Newburgh

(SBL: 1-2-12)

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. 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. 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: david melgar & ana m contreras melgar ana m contreras melgar
 Business Name (If Applicable): _____
 Address: 5009 90 st
 City, State & Zip: elmhurst ny 11373
 Home phone: 3476864205
 Business Phone: 3476864205
 Mobile Phone: 3476864205
 E-mail: remaxjenny@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 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 X N/A ___ (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: 23 williamsburg dr newburgh ny 12550

S-B-L#: 1-2-2

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: \$ 119.900

(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: \$ 49,300

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

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

General Contractor: _____

Architect: _____

Engineer: _____

Finances:

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

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

What You Should Attach:

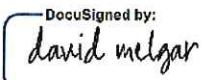
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

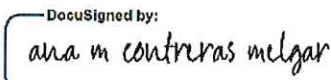
Business Relationship:

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

739DBD98DDBA42C...
Signature
david melgar

DocuSigned by:
 3/9/2019
C33875BC EE52484...
Date
ana m contreras melgar

Print Name
3/9/2019

Submit Application to:

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

Cross Property Agent Full w Tabs

Listing



MLS#: **4910551** **Active** List Price: **\$119,900**
 Addr: **23 Williamsburg Drive**
 PO: **Newburgh** County: **Orange County**
 City/Town: **Newburgh City** Zip: **12550-3255**
 Village: **None** Hamlet/Loc.:

P Type: **Multi-Family 2-4** Sub Type: **Attached**
 Sub/Devel: 55+ Comm: **No**
 Lot Size: **0.1304** SqFt: **1,620** 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 High: **Magnet** High: **NFA**

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

Yr Blt: **1987 / Estimated** Yr Reno:
 Attic:
 Cnstrction: **Frame**

Tax ID#: **331100.001.000-0002-012.000/0000**
 Addl Fees: **No**
 Avail Financing:

Tax: **\$5,448** Tax Year: **2019(Municipality)**
 Assmt: **\$109,800**
 Tenant Pay:

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

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

Amenities: **Close to Bus, Close to Park, Close to School, Close to Shops, Wall To Wall Carpet**
 Park Num/Desc: **2/2 Car Attached**
 Heat Zones/Type: **Base Board**
 A/C: **None**
 Garbage: **Public**
 Bldg Features:
 Lot Description:

Elec Co:
 Fuel: **Natural Gas**
 Water: **Municipal**
 Sewer: **Municipal**

Public Remarks

Large, legal two family house (2Brs, 2Baths per unit) C/Newburgh! Located near most shopping, schools amenities. Less than 60 miles to NYC, close to 84, 87, trains and bus to NYC, Stewart, West Point and Orange Regional Medical Center. Join in Newburgh's renaissance! City of Newburgh owned property. 30 day FIRST LOOK policy. During this time, house is only available to owner occupants and second home buyers. All offers subject to final approval by City Council. 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. Access the form www.riverrealty.com/offers_newburgh. Email Release of Liability to Showings@riverrealty.com Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr:

Access for Show: **Use the Showing Assist icon for appointments**

Directions: **Broadway, right on West Street, left onto Gidney Avenue, left onto Pierces Road, right onto Williamsburg Drive**

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: **26**
 Org Price: **\$119,900**
 Mod/Excl: **NONE**
 List Dt: **02/27/2019**
 Expire Dt: **08/27/2019**
 Agr Type: **ERS**
 Nego Thru: **Listing Agent**
 \$/SqFt: **\$74.01**
 TOM Dt:
 OM Date:

Prepared By: Joanne Majewski

Date Printed: 03/25/2019

THIS IS A LEGALLY ENFORCEABLE CONTRACT. YOU SHOULD
CONSIDER WHETHER YOU WANT TO CONSULT YOUR ATTORNEY
BEFORE SIGNING THIS AGREEMENT.



THE RATE OR AMOUNT OF COMMISSION CHARGED FOR THE SALE
LIABLE, APPLICABLE OR MANAGEMENT OF REAL ESTATE SHALL BE
DEDUCTED BETWEEN EACH MEMBER OF LSPON AND THE CLIENT

3/10/19

SALES AGREEMENT

PURCHASER

DAVID M. CONTRERAS
ANA M. CONTRERAS

SELLER

CITY OF NEWBURGH

The undersigned buyer hereby offers to purchase the real property owned by the seller and located at _____ on the following terms and conditions:

TERMS AND CONDITIONS

1. Purchase Price
2. Good faith deposit
3. Down payment payable on Formal Contract (including above deposit)
4. Subject to financing or lender's mortgage
5. Cash method

119,900
\$5,000
N/A
\$114,900
TOTAL \$114,900 CASH

It is further understood and agreed that if this offer is not accepted by the seller in writing, then the above good faith deposit will be tendered to the seller, and the seller will proceed to complete the transaction in accordance with this purchase agreement.

FINANCING

A. This sale is subject to and conditioned upon the buyer obtaining a loanable (and closed) mortgage in the amount of \$ _____ with interest at _____ per annum, with a period of not less than _____ years. Buyer understands that the seller is not obligated to make a good faith effort to obtain such financing.

B. This sale is subject to existing (and/or new) mortgage held by _____ N/A which presently bears interest at _____ per annum. The present monthly payment is \$ _____ which includes taxes. The final payment is due _____.

The mortgage commitment is to be obtained within _____ days from the date hereof or the date of a formal contract with buyer to loan. A formal contract is to be signed by the parties on or about _____.

FINANCIAL PROPERTY

The following personal property is included in the sale and is represented by seller to be in working order:
Exhaust fan

CLOSING

The balance of the purchase price will be delivered by the buyer to the seller at the time of closing, which will take place on or about _____.

LEAD HAZARD INFORMATION

This agreement is contingent upon a lead assessment by inspection of the property for the presence of lead based paint and/or lead based paint hazards of the Purchase's residence until 900 p.m. on the date specified on the attached lead based paint assessment report. This assessment will be performed by the seller's professional inspection within the Purchase's agreed period in the Seller's offer to sell, a written contract addendum listing the specific testing, abatement and removal steps needed, together with a copy of the inspection and/or risk assessment report. The buyer may, at the Seller's expense, within 5 days after delivery of the assessment, visit in writing to review the assessment prior to acceptance. If the Seller will correct the condition, the Seller shall furnish the Purchase with notification from a lead assessor or registered abatement contractor that the condition has been corrected within the date of the assessment. If the Seller does not elect to make the repairs, or if the Seller makes a counteroffer, the Purchase shall have 5 days to respond to the counteroffer or remove the contingency and take the property as "is" condition, or the contract shall become void. The Purchase may remove the contingency at any time without cause, but the lead based paint lead hazard assessment is a condition of the Purchase's offer to buy the property.

ARBITRATION

Any dispute in which a real estate broker is claiming a commission from a party hereto as a result of the transaction set forth in this agreement and where the dispute involves a sum of money more than \$5,000 shall be resolved by arbitration before one single arbitrator. The arbitrator shall be held on the manner in which the real estate which is the subject matter of this agreement is located. The arbitrator shall be governed by the commercial code of the National Arbitration and Mediation. The proceeding prior to the arbitration shall be limited to setting all of its own including, but not limited to, all fees paid to the arbitrator, Arbitration and Mediation, but excluding any other administrative fees and reasonable attorney fees. Any award of the arbitrator shall be final and binding upon the parties hereto and a judgment thereon may be entered in the highest court of the State of New York having jurisdiction. Nothing herein contained shall prevent a broker from commencing an action at law or equity where such action is necessary and the broker is claiming commission or other proprietary interest in the subject property at the time of the award.

COMPLETE AGREEMENT

Buyer and Seller acknowledge and agree that no representations, warranties or agreements have been made with respect to the condition of the purchase price hereof other than those set forth in the agreement, Buyer and Seller further agree that the agreement should be changed or modified as soon as possible by mutual agreement of both Buyer and Seller.

LEAD HAZARD INFORMATION CONTINGENCY

This agreement obligates the parties to sell and purchase the real property described herein, if and when the purchase has received the Lead Paint Hazard Disclosure required by the Residential Lead Based Paint Hazard Reduction Act of 1991 and the purchase and seller have agreed to purchase under the terms stated or any other terms and conditions subsequently negotiated.

ASSIGNMENT OF PURCHASE PRICE

This agreement obligates the purchase and seller to assign the purchase price to the seller, if and when the purchase has received the Lead Paint Hazard Disclosure required by the Residential Lead Based Paint Hazard Reduction Act of 1991 and the purchase and seller have agreed to purchase under the terms stated or any other terms and conditions subsequently negotiated.

ANA M. CONTRERAS
DAVID M. CONTRERAS
Signature of Buyer
Signature of Seller
Signature of Seller
Signature of Seller

Property All information including TAX, zoning, Lot size, property age
seemed reliable. However should be independently verified by each buyer
agent have no Guarantee. Buyer must verify All information.

XI
Buyer

specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation.

Dual Agent with Designated Sales Agents
If the buyer and the seller provide their informed consent in writing, the principals or the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to

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

This form was provided to me by Jie Zhuo MA SHI (print name of licensee) of
JENNY SHI Real Estate (print name of company, firm or brokerage),
a licensed real estate broker acting in the interest of the

() Seller as a (check relationship below)
☒ Seller's agent
() Broker's agent

() Buyer as a (check relationship below)
() Buyer's agent
() Broker's agent

() Dual agent
() Dual agent with designated sales agents

If dual agent with designated sales agents is checked:

_____ is appointed to represent the buyer; and
Jie Zhuo MA SHI is appointed to represent the seller in this transaction.

(I)(We) _____

acknowledge receipt of a copy of this disclosure form:

Signature of ☒ Buyer(s) and/or [] Seller(s):

Buyer: MA

Seller: _____

Date: 3/4/19

Date: _____

Property Address:	23 williamsburg dr newburgh ny 12550			
Buyer Name:	david melgar . & . ana m contreras melgar			
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				0.00
GUTTERS/DOWNSPOUTS				0.00
WINDOWS				0.00
DOORS				0.00
SIDING/TRIM/EXTERIOR PAINTING				0.00
FOUNDATION				0.00
STEPS, PORCHES, DECKS	4/1/2019	2000	500	2,500.00
LANDSCAPING	4/1/2019	1000	300	1,300.00
OTHER:				0.00
EXTERIOR REPAIR SUBTOTAL		3,000.00	800.00	3,800.00
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	4/1/2019	5000	2000	7,000.00
REMEDIATION - LEAD AND/OR ASBESTOS				0.00
HEATING SYSTEM (FURNACES)	4/1/2019	8000	5000	13,000.00
HOT WATER HEATERS	4/1/2019	1000	500	1,500.00
PLUMBING	4/1/2019	5000	3000	8,000.00
ELECTRIC				0.00
BATH(S)				0.00
KITCHEN(S)				0.00
INSULATION/DRYWALL				0.00
INTERIOR DOORS				0.00
TRIM/INTERIOR PAINTING	4/1/2019	2000	2000	4,000.00
FLOORING	4/1/2019	8000	4000	12,000.00
OTHER:				0.00
INTERIOR REPAIR SUBTOTAL		29,000.00	16,500.00	45,500.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)			0.00	0.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY)				49,300.00



02/20/2019

Request for information:

ANA M CONTRERAS MELGAR

6009 DOTH ST FL 1

ELMHURST, NY 11373-4030

Deposit Account Balance Summary request completed by

BAZEIDA HARIPERSAUD

(212) 232-5643

Broadway and 93rd

PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.

[illegible]

Property Proposal Summary

Location: 23-24 Williamsburg Drive
Tax Map Number: 1-2-12
Property Class: 220 – 2-Family Residence
Zoning: RL— Residential Low Density
Description: 2-story, 2-family, semi-attached building. Year built: 1987; 1620sf; 4 bedrooms, 4 baths, 2-car attached garage; lot size—71 x 80 x irreg.
Condition: Fair
Assessed Value: \$ 109,800
Estimated Annual Taxes: \$ 5,452+/-
Selling Price: \$ 119,900

The city acquired this property: August 2018

Offer Information:

Name: David Melgar & Ana M. Contreras Melgar
Offer Price: **\$119,900**
Construction Estimate: \$ 49,300 +/-
Proof of Financing: Chase account.

Comments: The purchasers currently live in Queens but want to move to Newburgh. They wish to be closer to family members who live in the Hudson Valley. The Melgars have recently sold their house in New York City. They will be purchasing this house with cash; no financing is required.

They plan to reside at 23-24 Williamsburg Drive—once it has been renovated. The Melgars plan to live in one unit and rent out the other unit.

The property is in fair condition. It needs work, but not as extensively as many other City-owned properties. Mr. Melgar's father has construction experience. His father feels he can do much of the work himself. Of course, for the plumbing and electric work he will hire local, licensed plumbers and electricians.





Interior Photos



RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER/CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH DANIEL GREEN TO ALLOW
ACCESS TO 126, 130, 134, AND 140 CARSON AVENUE (SECTION 45, BLOCK 10,
LOT 16; SECTION 45, BLOCK 10, LOT 18; SECTION 45, BLOCK 10, LOT 20; AND
SECTION 45, BLOCK 10, LOT 23) TO CONDUCT A SITE INVESTIGATION**

WHEREAS, Daniel Green has expressed an interest in purchasing City-owned properties known as 126, 130, 134, and 140 Carson Avenue, more accurately described as Section 45, Block 10, Lot 16, Section 45, Block 10, Lot 18, Section 45, Block 10, Lot 20; and Section 45, Block 10, Lot 23, respectively, on the official tax map of the City of Newburgh (collectively the “Properties”), for the purpose of rehabilitating the buildings currently constructed thereon; and

WHEREAS, the prospective purchaser has requested that the City of Newburgh allow access to the Properties prior to finalizing the purchase for the purposes of and to perform a site investigation; and

WHEREAS, such access to the Properties requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be 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/City Manager be and he is hereby authorized to enter into the attached license agreement with Daniel Green, to allow access to the City-owned properties identified as 126, 130, 134, and 140 Carson Avenue, more accurately described as Section 45, Block 10, Lot 16, Section 45, Block 10, Lot 18, Section 45, Block 10, Lot 20; and Section 45, Block 10, Lot 23, respectively, on the official tax map of the City of Newburgh, for the purpose of performing a site investigation.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2019, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 (“City” or “Licensor”); and

DANIEL GREEN, with an address of 17 Goodman Avenue, 3rd Floor, New Windsor New York 12553 (“Licensee”).

WHEREAS, the City is the owner of real property identified as 126, 130, 134, and 140 Carson Avenue, more accurately described as Section 45, Block 10, Lot 16, Section 45, Block 10, Lot 18, Section 45, Block 10, Lot 20; and Section 45, Block 10, Lot 23, respectively, on the official tax map of the City of Newburgh (the “Property”); and

WHEREAS, the Licensee has requested a license or privilege of gaining access to and performing work upon the Property, on behalf of itself and its employees, agents and contractors for the purpose of conducting a site investigation; and

WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the real property located at 126, 130, 134, and 140 Carson Avenue, more accurately described as Section 45, Block 10, Lot 16, Section 45, Block 10, Lot 18, Section 45, Block 10, Lot 20; and Section 45, Block 10, Lot 23, respectively, on the official tax map of the City of Newburgh (the “Property”) and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee’s employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform a site investigation, including but not limited to soil boring, testing, sampling, restoration and any and all other work appurtenant thereto.

Section 2. Scope of License. Entry to the Property is limited to the minimum access necessary to facilitate and accomplish the site investigation. Licensee agrees to perform the site investigation of vacant commercial property and associated tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Section 3. Insurance. The Licensee shall not commence or perform site investigation work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 5. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 6. Term of License. The license or privilege hereby given shall expire and terminate upon the completion of the site investigation by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by 48 hours' notice to the Licensee, terminate the agreement.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 10. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 11. No Vesting of Rights. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Section 12. Access to Information and Reports. The parties understand and agree that Licensee will learn certain information about the Property during the course of the site investigation. Licensee shall make any written or electronic reports or other documents produced by or for Licensee in connection with the site investigation shall be made available to Licensor upon Licensor's request. Licensee hereby grants permission for Licensor to speak with any employees, agents, contractors and consultants who performed any site investigation work for purposes of gathering information about the nature and condition of the Property.

The remainder of this page intentionally left blank.

[Signature page to follow]

Signature Page

License Agreement, City of Newburgh/Daniel Green

Property Location: 126, 130, 134, and 140 Carson Avenue

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Joseph P. Donat, Interim City Manager
Per Resolution No.: _____-2019

LICENSEE

By: _____
Daniel Green

RESOLUTION NO. _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE
ON THE PROPERTY LOCATED AT 145 CHAMBERS STREET
(SECTION 18, BLOCK 4, LOT 17) SOLD AT PRIVATE SALE TO DIMAS MERO**

WHEREAS, by Resolution No.: 301-2018 of October 22, 2018, the Council of the City of Newburgh, New York, authorized the sale of 145 Chambers Street (Section 18, Block 4, Lot 17) to Dimas Mero; and

WHEREAS, the purchaser requested a 60-day extension of time to close title for the purpose of resolving a clerical error he made in the formation of a business entity he intends to use to take title to the property, and the Interim City Manager granted the request to extend the time to close title until March 26, 2019; and

WHEREAS, the resolution of the issues took longer than expected but are now complete and the purchaser has requested additional time to close title; and

WHEREAS, this Council has determined that granting the additional requested extension would be 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 an extension of time to close title for the property located at 145 Chambers Street is hereby authorized until May 3, 2019.

RESOLUTION NO.: ____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE
GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2020 POLICE TRAFFIC SERVICES
PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$46,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee 2020 Police Traffic Services Program Grant in the amount of \$46,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, the Governor's Traffic Safety Committee Police Traffic Services Program offers grant funding to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction; and

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for traffic enforcement, and in addition to having a current mandatory seat belt use policy in place for police officers of the department, they will participate in the national Click it or Ticket seat belt enforcement mobilization; and

WHEREAS, this Council has determined that applying for and accepting such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2020 Police Traffic Services Program Grant in an amount not to exceed \$46,000.00 with no City match required; and that the Interim City Manager/City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

MARK J.F. SCHROEDER
Acting Commissioner



Department of Motor Vehicles

(518) 402-4860

6 EMPIRE STATE PLAZA • ALBANY, NY 12228

March 1, 2019

Dear Members of New York's Traffic Safety Community:

The Governor's Traffic Safety Committee (GTSC) is again pleased to announce this year's grant opportunities. As the new Acting Commissioner of the Department of Motor Vehicles, I encourage you to develop innovative programs in your communities to help us dramatically reduce the number of fatalities and injuries on our roadways. I'd also like to take this opportunity to introduce myself. Some of you may know me from my days as a State Assemblyman or as the City of Buffalo Comptroller. I look forward to working with you and your colleagues as we strive to enhance the safety of motorists on our roadways and provide quality customer service to our shared constituency.

Traffic safety initiatives undertaken at the local level and funded by GTSC grants have supported our efforts to reduce all types of crashes including those related to speed, impairment, motorcycles, occupant protection, bicyclists, pedestrians, and commercial motor vehicles. The implementation of programs that educate the public on the dangers of drowsy, impaired, distracted, and aggressive driving and the enforcement of these traffic safety laws continue to make New York a national leader in highway safety.

Our consistent success in New York State can be largely attributed to the innovative and data driven programs that our grantees implement each year and from the partnerships we have formed among local, state and federal partners. We at the GTSC do not take these relationships for granted and are thankful to all our partners who work tirelessly each day to drive fatality, crash and injury rates down.

While it is still too early to release final motor vehicle fatality and serious injury data for 2018 in New York State, I am pleased to report that the preliminary data are showing a reduction from 2017. This comes at a time when 21 states reported an increase in traffic fatalities in 2017. This is a testament to the hard work being done every day by our grantees in New York State. However, as encouraging as these statistics are, I am still heartbroken when I read of one injury or fatality on our roadways that could have been prevented.

Your sustained efforts and dedication to highway safety are to be commended and recognized for the valuable contribution made toward making New York a safe state in which to live, work and travel. Together, we will maintain our strong commitment to making our state's roadways safer for all.

dmv.ny.gov

MARK J.F. SCHROEDER
Acting Commissioner



Department of Motor Vehicles

(518) 402-4860

6 EMPIRE STATE PLAZA • ALBANY, NY 12228

Please see the attached grant application information. Applications are due by 11:59 pm on May 1, 2019. Please contact your GTSC Highway Safety Program Representative at (518) 474-5111 if you have any questions. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Mark J.F. Schroeder". The signature is written in a cursive style and extends to the right with a long, thin stroke.

Mark J.F. Schroeder
Acting Commissioner
NYS Department of Motor Vehicles

Attachment



STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2020 GRANT PROGRAM DESCRIPTIONS AND APPLICATION INFORMATION



March 2019

New for 2020 – Please note that every employer in New York State is now required to adopt a sexual harassment prevention policy and provide annual training to its employees. The Governor's Traffic Safety Committee (GTSC) is required to have all grant applicants certify that they are complying with this law. For more information, please visit <https://www.ny.gov/combating-sexual-harassment-workplace/employers>

I. Structured Programs - Child Passenger Safety and Police Traffic Services:

Child Passenger Safety (CPS) - These grants will continue to support the educational activities of child passenger safety programs through the four different initiatives or schedules: fitting stations, training and education programs, child passenger safety check events and car seat distribution programs for low income families.

Please note: In Federal Fiscal Year 2020 there will be funding available for the purchase of a **limited number** of child safety seats for use with Schedule A – Permanent Fitting Stations and Schedule C – Car Seat Check Events. Schedules A and C will require hands-on education pertaining to the proper use and installation of a car seat. In the event it is determined a car seat needs to be replaced, pre-established guidelines need to be followed and a misuse form completed and given to the parent/

caregiver. Funds will also be available for the purchase of a limited number of child safety seats for use with Schedule D – Child Safety Seat Distribution Programs. Schedule D will require the verification of low income status as well as in classroom instruction about child restraint systems and hands-on education pertaining to the proper use and installation of car seats.

Police Traffic Services (PTS) - The Federal Fiscal Year 2020 Police Traffic Services (PTS) grant program will provide funding to law enforcement agencies to conduct traffic enforcement. In addition to having a current mandatory seat belt use policy in place for police officers of the department, participation in the national Click It or Ticket seat belt enforcement mobilization is required. This program will also fund agencies to conduct traffic enforcement details based on the crash data of their local jurisdiction, with the goal of impacting motorist behavior and



Governor's Traffic Safety Committee

improving traffic safety within their communities.

The incentive funding for these structured programs is limited. GTSC may not be able to fund all of your initiatives. Applicants may request up to the maximum grant amount of \$40,000 for CPS and up to \$46,000 for PTS. There is no minimum request amount.

II. General Highway Safety Grants - The highway safety grant application for local, state and not-for-profit agencies is available to address a particular highway safety problem in their jurisdiction. This proposal requires applicants to submit a narrative outline of the problem with supporting data, details of the proposed activities with milestones and an evaluation plan.

Proposals must address one of the program areas included in the state's Highway Safety Strategic Plan, which can be found online at www.SafeNY.ny.gov/hsdata.htm. Program areas considered for the general Highway Safety Grant funding include: occupant protection; traffic enforcement; motorcycle safety; traffic records; community programs; programs that impact our younger drivers or older drivers; pedestrian safety; roadway safety and impaired driving.

In 2020, our impaired driving program will focus on statewide projects that support training, enforcement, and technology and state agencies' initiatives to support the efforts of the County STOP-DWI programs. We anticipate that available federal funding will once again be limited this year so applications need to be detailed and supported by data.

Highway Safety Strategic Plan - Every year, the New York State Governor's Traffic Safety Committee prepares the Highway Safety Strategic Plan (HSSP). This plan is the road map for traffic safety professionals in the state and is based on issues and strategies identified by the GTSC member agencies, other state

and local agencies, law enforcement agencies and not-for-profit organizations. The HSSP can be found online at www.SafeNY.ny.gov/hsdata.htm.

We invite you to contact the GTSC if you have suggestions for the HSSP.

Problem Identification - Since successful programs are data-driven, we encourage you to use the crash and ticket data reports that are available for each county through an online database developed by the Institute for Traffic Safety Management and Research (ITSMR) with funding from the GTSC. The database, called the Traffic Safety Statistical Repository (TSSR), contains crash data from 2009 forward, including preliminary crash data for the current year, and ticket data for 2009-2017.

To access the TSSR, please visit www.itsmr.org/TSSR. Several help tools are available on the site, including a User Guide, FAQ, Glossary of Terms and TSSR Directory. Please contact your Highway Safety Program Representative at the GTSC if you have questions.

Application Procedure - The due date for all applications is May 1, 2019. Not-for-profit agencies must register with and be pre-qualified in the New York State Grants Gateway before submitting a GTSC grant proposal. Proposals received from not-for-profit applicants that have not registered and are not pre-qualified in the Grants Gateway on the proposal due date of 11:59 PM on May 1, 2019 cannot be evaluated. Such proposals will be disqualified from further consideration. If you need assistance with Grants Gateway enrollment or enrollment in the GTSC's eGrants, contact the GTSC.

General instructions for preparing grant applications are included in the eGrants system. If your agency does not have a Project Director currently



Governor's Traffic Safety Committee

enrolled in eGrants, contact the GTSC for guidance. Frequently asked questions, an overview of the requests for proposals, application and review process can be found online at www.SafeNY.ny.gov/egrants/default.html. Additional information on eligibility requirements can be found on <http://SafeNY.ny.gov/egrants/rules.htm>.

Applications must be submitted using the GTSC eGrants system. The due date for General Highway Safety, Child Passenger Safety and Police Traffic Services grant applications is May 1, 2019. Applications submitted after May 1, 2019 will not be considered. Applicants must submit their proposals by changing the status of their completed 'In Process' proposal to 'Submit' on or before May 1, 2019.

If you have any questions or need any assistance preparing your grant application, please contact your GTSC Highway Safety Program Representative listed below or call (518) 474-5111.

Chuck Conroy: 518-486-1920

Bronx, Kings, Manhattan, Nassau, Putnam, Queens, Richmond, Suffolk, Westchester

Aubrey Feldman: 518-474-2279

Cayuga, Clinton, Essex, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Warren, Washington, Wayne

Jim Knapp: 518-473-4734

Delaware, Fulton, Hamilton, Herkimer, Montgomery, Orange, Rockland, Schoharie, Sullivan, Ulster

Maureen Kozakiewicz: 518-408-2036

Allegany, Broome, Cattaraugus, Chautauqua, Chemung, Chenango, Cortland, Ontario, Otsego, Schenectady, Schuyler, Steuben, Tioga, Tompkins, Wyoming, Yates

Robert Lopez: 518-402-2092

Erie, Genesee, Greene, Livingston, Monroe, Niagara, Orleans, Rensselaer

GTSC Main Line: 518-474-5111

Albany, Columbia, Dutchess, Saratoga

The Governor's Traffic Safety Committee administers highway safety grant funding in accordance with 23 CFR Part 1300 Uniform Procedures for State Highway Safety Programs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and according to the guidelines published by the GTSC in the structured applications and the Guide to Preparing a Highway Safety Program applications. Grants are reviewed for approval based on the criteria stated on the application. In general, the review is based in part on past performance, agreement to perform requested activities, significance of problem identified, and rationale of proposed solution.

General Highway Safety Grant Overview

GRANT PROGRAM BACKGROUND

The Federal Highway Safety Program is a grant program from the National Highway Traffic Safety Administration (NHTSA). It is intended to support state and local efforts to improve highway safety by providing start up or "seed" money for new programs directed at identified highway safety problems. In New York State, this grant program is administered by the Governor's Traffic Safety Committee. The GTSC's grant projects are funded for one year periods, based on availability of federal funding and the performance of the grantee. A new application must be submitted each year. Applications must be submitted by the May 1st deadline.

The Governor's Traffic Safety Committee's Highway Safety Program Guide provides information and tips on how to complete the application. The guide can be found here:

www.safenyny.gov/egrants/HighwaySafetyGuide.pdf

Eligibility and requirements

New York's state, county and municipal agencies and qualified not-for-profit organizations who can impact traffic safety issues are eligible to apply.

All applicants must be in compliance with the New York State requirement to carry workers' compensation and disability and paid family leave benefits insurance coverage or meet the exemption criteria under NYS's Workers' Compensation law and must complete the Workers' Compensation and Disability and Paid Family Leave Benefits Insurance Coverage page of this application.

All applicants must provide the following identification numbers on their Organization Information page in eGrants:

1. Federal ID Number.
2. DUNS number.

The federal government is requiring that New York report grant fund awards by using the DUNS number of the award recipient. The DUNS number is a unique nine-character number that identifies your agency/ organization. Your fiscal agent should know your agency's/ organization's DUNS number. If they do not, information is available at:

fedgov.dnb.com/webform

3. NYS Vendor ID number.

Your fiscal agent should know your agency's/ organization's NYS Vendor ID number.

4. Payee ID/ Municipal Code (Local Government agencies only - Counties, Cities, Towns and Villages).

Your fiscal agent should know your Payee ID/ Municipal Code.

General Highway Safety Grant Overview

5. Charity ID number (Not-for-Profit organization only).
Your fiscal agent should know your Charity ID number. If they do not, information is available at: www.charitiesnys.com

In addition, if your organization is a Not-for-Profit, the following is also required:

6. Your organization's registration status (Charity ID number) with the New York State Attorney General's Charities Bureau must be up to date. Information regarding registration is available at: www.charitiesnys.com
7. Your organization must be in pre-qualified approved status in the New York State Grants Gateway system on the proposal due date of 11:59 pm on 5/1/19.
8. Proof of workers' compensation and disability and paid family leave benefits insurance coverage must be submitted.
The Workers' Compensation and Disability and paid family leave Benefits Insurance coverage section will provide more detailed information on the type of proof that is required.

Monitoring:

The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The staff of the GTSC will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

During the on-site monitoring visit, the GTSC staff may ask to view: grant records, correspondence, financial records, traffic records, examples of work performed, appointment books, financial and payroll records and equipment purchased with grant funds.

It is expected that you document the work of your grant project. The GTSC may request proof of the work done under the grant. Scheduling diaries, correspondence, meeting minutes, media archives, reports and other materials will help to document your use of grant funding. For enforcement, projects surveys, ticket and crash reports should be maintained by the project director.

APPLICATION DEADLINE - Applications must be submitted to GTSC online through the GTSC's eGrants system. Applications are due by May 1, 2019. Any applications submitted after the due date will not be considered for grant funding.

I agree to the terms and conditions stated above.*

Workers' Compensation and Disability and Paid Family Leave Benefits Insurance Coverage

All applicants must be in compliance with the New York State requirement to carry workers' compensation and disability and paid family leave benefits insurance coverage, or meet the exemption criteria under the law. Applicants must have proof of coverage or exemption.

For information regarding Workers' Compensation Law requirements, please visit the New York State Workers' Compensation Board's website at: www.wcb.ny.gov.

Not-for-profit organizations must upload proof of coverage or exemption.

Acceptable forms to show proof of workers' compensation insurance coverage or exemption are:

- Certificate of Workers' Compensation Insurance (C-105.2) (your insurance carrier will send this form to you upon request). Please Note: The State Insurance Fund provides its own version of this form, the U-26.3.

Certificate of Workers' Compensation Group Self-Insurance (SI-12) (you can call the Board's Self-Insurance Office at 518-402-0247 to obtain this form).

-

Certificate of Participation in Workers' Compensation Self-Insurance (GSI-105.2) (your Group Self-Insurance Administrator will send this form to you upon request).

-

Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability and Paid Family Leave Benefits Insurance Coverage (CE-200).

-

Workers' Compensation and Disability and Paid Family Leave Benefits Insurance Coverage

Acceptable forms to show proof of disability and paid family leave benefits insurance coverage or exemption are:

- Certificate of Insurance Coverage under the NYS Disability and Paid Family Leave Benefits Law (DB-120.1) (your disability and paid family leave benefits insurance carrier will send this form to you upon request). Both pages 1 and 2 of the certificate must be submitted to the NYS Governor's Traffic Safety Committee.

Certificate of Compliance with the NYS Disability and Paid Family Leave Benefits Law. (DB-155) (if self-insured in NYS for disability and paid family leave benefits insurance you should call the Workers' Compensation Board's Self-Insurance Office at 518-402-0247 to obtain this form).

-

Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability and Paid Family Leave Benefits Insurance Coverage (CE-200).

-

The name and federal identification number on the certificate must exactly match the information provided in the GTSC's eGrants System and the information in the Statewide Financial System.

Please make sure to provide the following information to your insurance carrier when requesting the certificates to ensure that the correct information is documented in the Certificate Holder box:

NYS Governor's Traffic Safety Committee

Attn: Fiscal Manager

Workers' Compensation and Disability and Paid Family Leave Benefits Insurance Coverage

6 Empire State Plaza, Room 410B**Albany, New York 12228**

I certify that this agency / organization is in compliance with the New York State requirement to carry workers' compensation and disability and paid family leave benefits insurance coverage , or meets the exemption criteria under the law and has proof of coverage or exemption. In accordance with Section 142 of the State Finance Law, this grant agreement shall be void and of no force and effect unless the agency / organization shall maintain coverage during the life of this grant agreement for the benefit of such employees as are required to be covered by the provisions of the Law.

Not-for-profit organizations **upload** proof of workers' compensation and disability benefits insurance coverage, or exemption here.

·Please enter a brief description of the attachment.

·To attach an electronic file, press "BROWSE", choose the desired file and select "SAVE".

·For each additional attachment, first choose "ADD" and then follow the steps listed above.

Description:

Guide for Writing a General Highway Safety Grant Proposal Narrative

The GTSC uses strategic planning to help determine the state's priority highway safety problems and to develop program strategies for addressing these problems. The results of this process are reported annually in the State's Highway Safety Strategic Plan (HSSP). Local and state agencies and not-for-profit organizations can submit applications to receive funding for traffic safety projects directed at solving problems identified in the HSSP. The HSSP is prepared by the GTSC staff, based on input from the traffic safety community. The published HSSP is available on our website at www.safeny.ny.gov.

The General Highway Safety grant program for local, state and not-for-profit agencies is to be used by any applicant to address any highway safety issue in the HSSP. The applicant must prepare a grant application narrative that states the problem to be addressed by the grant project and provides supporting data. The grant narrative must address all of the elements outlined in this guide. The budget should be justified and reasonable and only include allowable costs.

General Highway Safety grant applications must clearly identify the highway safety problem(s) to be addressed and the solution(s) to be implemented. If your grant application addresses multiple problems, you must include a project description for each problem to be addressed. Applicants should prioritize and limit the number of problems you address in your grant application. Resources are limited; be specific in your focus.

The grant application must have a narrative that addresses the following components:

I. Problem Identification

II. Proposed Solution

III. Goal (with objectives)

IV. Operational Plan (Work Plan)

V. Evaluation Plan

Use this guide when writing your grant to develop an acceptable application. Applications will be reviewed based on completeness, potential impact, reasonableness of the budget request and the past performance of the applicant. All proposals must address a problem described in New York's Highway Safety Strategic Plan. The Highway Safety Strategic Plan is found on the GTSC website, SafeNY.ny.gov, and crash and ticket data is found on the Traffic Safety Statistical Repository at: <https://www.itsmr.org/TSSR/>.

I. Problem Identification

In narrative form, describe the problem(s) that you have identified in your community. The problem(s) you describe should be identified through an analysis and assessment of data and information related to highway safety in your community. The data used in identifying the problem(s) must be included to support your problem identification statement. Crash and ticket data are found in the publicly-accessible, searchable, Internet-based archive called the Traffic Safety Statistical Repository (TSSR) at: <https://www.itsmr.org/TSSR/>

Guide for Writing a General Highway Safety Grant Proposal Narrative

II. Proposed Solution

Describe the solution to your highway safety problem. Explain what you intend to do and how it will impact your problem.

Provide specific and measurable action statements that indicate what you would like to accomplish by the end of your project period.

Provide a statement for each problem that you will be addressing in the project.

III. Goal

Based on the problem(s) that you have identified and documented, state the goal and objectives of your project. Performance measures for monitoring and tracking progress toward your goal and each objective must be identified.

Goal: The goal of your project is the result you hope to achieve over time. In highway safety programs, the ultimate goal is to reduce crashes, fatalities and injuries. The goal should be measurable; it should also be ambitious, but realistic. In stating the goal, include where you are starting from (baseline), the target you hope to reach, and a timeframe for achieving your goal. (Examples: Reduce the number of pedestrians injured in crashes from 214 this year to 185 in three years. Reduce the number of fatal and personal injury crashes that are alcohol-related from 142 this year to 125 in three years.)

Objectives: The objectives are the "action" steps you will take to achieve your goal and are related to the activities undertaken in your project. The objectives should also be specific, measurable, action-oriented, realistic, related to your problem and time bound. (Examples: Conduct a traffic safety education outreach for senior citizens by September 30. Increase the number of tickets issued for speeding violations from 16,890 last year to 20,000 in this year. Increase the seat belt use rate from 85% last year to 95% next year).

Describe the strategies you will use to accomplish your program's objectives. For each strategy, describe the specific activities or tasks that will be undertaken. Identify measures that will be used to document the activities that are implemented; this information must be collected throughout the project. (Examples: number of pedestrian safety presentations to senior citizen groups, number of brochures distributed, number of seat belt road checks conducted.) To the extent possible, measures for assessing the effectiveness of your activities should also be identified. (Examples: change in awareness/knowledge of pedestrian safety, change in seat belt use rate linked to project activity.)

Performance Measures: A performance measure is a quantitative indicator that can be monitored over time and is directly related to a goal or objective. Identify the measures you will use to track progress toward the achievement of your goals and objectives. (Examples: number of pedestrians injured in crashes, seat belt use rate, number of speeding tickets issued). For each selected measure, indicate the source or how you will collect the data. (Examples: Department of Motor Vehicles, observational surveys, police agencies tickets issued.)

IV. Operational Plan (Work Plan)

Provide a detailed description of how your project will be organized, including such things as staffing, location, schedules and frequencies. What are the specific activities that you will be performing, how will you do them, when, how often and to whom will they be directed? Provide a description of major activities or events (by month or quarter).

Your operational plan should, in a few paragraphs:

1. Describe the activities that you will conduct to address each problem

Guide for Writing a General Highway Safety Grant Proposal Narrative

2. Address the solutions for each problem

3. Include the names, titles, and duties of those who will carry out the project

Milestones: Establish milestones for your project. Provide a chronological list of the major events, activities or tasks that will be performed and designate a start and completion date for each task.

Tip:

1. Your Operation Plan will help you define the scope of your project, organize your resources, provide direction to and motivate project participants.

2. It will encourage long range planning throughout the project period.

V. Evaluation

To determine if the project will be doing what it is intended to do, describe how you will assess your accomplishments, its achievements or shortcomings. The evaluation should focus on documenting your activities and linking these activities to the achievement of your objectives. Did you conduct the activities you planned? If you did, were the activities effective?

You will also want to determine whether there has been progress toward the ultimate goal of your project. Because of the time lag in receiving up-to-date crash data, it will not be possible to link your project activities with any change in your measure. Rather, you should review the current status of your measure to determine whether there has been a change (compared to the established baseline) and if the change is in the right direction.

Conducting the Evaluation:

Obtain or collect updated information/data for each of the performance measures related to your project activities, objectives, and goal. Establish a baseline for each measure.

Assess the implementation of your project by comparing the activities that were conducted with the activities that were planned. Include quantitative terms in describing your activities. (Examples: number of presentations, number of participants, number of police officers, number of brochures distributed.)

Evaluate the effectiveness of your activities by comparing the updated measure with the baseline measure related to each objective. Determine if each objective was "met", "unmet", or "exceeded". Look for linkages between your activities and your objectives.

Finally, assess whether there has been progress toward your goal by comparing the current status of the measure with the established baseline.

I agree to the terms and conditions stated above.

Jurisdiction

Applicant agency is a: *

City

Town

Village

County

Local Not-for-Profit

State Agency

Not-for-Profit Statewide/Multi-Jurisdictional

Select a county or statewide (state agencies) *

Applicant and Project Information

Project Information

Project Title

Synopsis

Applicant Agency

Organization

Address

Project Director

A project director is defined as a staff member responsible for the overall project management ensuring grant activities occur as planned, required elements are carried out, that documentation is maintained, and that payments and progress reports are filed timely. Project directors control eGrants access to the organization and can initiate/submit grant proposals. They also have the ability to initiate and submit grant modifications, progress reports and claims for payments.

Contact Information

Is this a new Project
Director?

Yes No

CC Person

Fiscal Agent

A fiscal agent is defined as a staff member responsible for fiscal matters ensuring the timely submission of payments and progress reports. Fiscal agents are able to change grant proposals in eGrants, but unable to initiate, submit or cancel them. They also have the ability to initiate and submit grant modifications, progress reports and claims for payments.

Contact Information

Contact information for questions on Claims for Payments:

Name

Phone

Email

NYS Vendor ID

Payee ID

Federal ID

Charity ID

DUNS Number

Applicant and Project Information

All agencies/organizations must have a NYS Vendor ID number, Federal ID number and Duns number.

Government agencies must have a Payee ID (Municipal Code) number.

Not-for-profit organizations must have a Charity ID number.

If any of these numbers do not appear above, you must enter them in your Organization Information page.

Project Description

Upload Project Narrative

Problem Identification -- If you upload your narrative, do not type in the boxes below.

Proposed Solution

Goal

Operational Plan

Evaluation Plan

 Budget

Following are the general guidelines for our grant program budgets:

ALLOWABLE COSTS

Contractual services
 Equipment (Equipment that costs \$5,000 or more per item needs prior written approval from the GTSC and the NHTSA before the purchase is made.)

Fringe benefits, straight time only
 Materials and supplies
 Personal services
 Postage
 Printing and reproduction

Professional memberships & subscriptions
 Educational materials (Public Information & Educational (PI&E) materials, products or campaigns developed for this project must have prior GTSC approval for content and text or be subject to non-reimbursement. Educational materials must include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee. (Examples: pamphlets, videos, handouts, public messages.)
 Telephone calls (project related)
 Transportation/mileage
 Travel
 Training

UNALLOWABLE COSTS (These items are NOT funded by GTSC):

Promotional items, including giveaways or incentives intended to be distributed to the public.
 Advertising (Paying for advertising placement)
 Blanket purchase orders
 Alcoholic beverages (including controlled training settings)
 Capital expenditures/capital construction
 Cell phones and contracts

Commercial vehicle inspection and truck scales
 Contributions and donations

Entertainment
 Extended warranties/maintenance agreements
 Fines and penalties

Furniture, fixtures and equipment (such as tables, desks, chairs, file cabinets, clocks, lighting, coat racks, drapes, shelves, floor covering, bookcases, etc.)
 Highway safety appurtenances (guard rails, utility poles, sign supports, etc.)

Incentives or prizes of cash, gift cards or services.
 Interest and other financial costs
 Land
 Large scale computer systems
 Legislative expenses (lobbying is prohibited)
 Maintenance and repairs to existing/non-project funded equipment
 Police/emergency communications
 Programs to check helmet usage or to create checkpoints that specifically target motorcyclists
 Tint meters
 Traffic signal preemption systems
 Supplanting (meaning grant funds cannot be used to support existing activities)
 Uniforms

Any purchase or expense made outside of the approved grant period

I agree to the terms and conditions stated above

Personal Services

Job Title

Full Time

Part Time

This job title is 100% funded by this grant:

Yes

No

Check if requested amount is for overtime only

Salary Amount

Fringe Amount

Total Amount

Commodities

Item

Dollar Amount

Reason

Travel: In-State

Description

Dollar Amount

Reason

Travel: Out-Of-State

Description

Dollar Amount

Reason

Equipment

Description

Dollar Amount

Reason

Other Costs

Description

Is this cost for a subcontractor? Yes No

A subcontractor **includes** any entity that receives funds from your organization to perform work on a grant awarded by the State.

For example, your organization is awarded a grant worth \$20,000 to do traffic safety education. Your organization uses \$5,000 of that money to pay another entity to do traffic safety presentations to high school students. That entity is considered a subcontractor.

Dollar Amount

Reason

Budget Summary

Original Request Amount

Approved Amount

	GTSC Funding
Personal Services	
Other Than Personal Services (OTPS)	
Commodities	
Travel: In-state	
Travel: Out-of-state	
Equipment	
Other Costs	
Total Other Than Personal Services	
Grand Total	

Conditions

DATE OF PROJECT. Projects are funded for one year, and each project period must coincide with the federal fiscal year, with an October 1 start date and an ending date of September 30.

PAYMENTS --

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the e-Grants system. The Claim for Payment form generated through the e-Grants system must be printed, signed, dated and mailed with supporting documentation to: New York State Governor's Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system and the documentation mailed (postmarked) to the GTSC by the due dates listed in the Claim for Payment Instruction Guide, which is available at www.safeny.ny.gov/hsforms.htm.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available at www.safeny.ny.gov/hsforms.htm.

All grant recipients, prior to initiating project activity, must read the GTSC's Claim for Payment Instruction Guide, which is located at www.safeny.ny.gov/hsforms.htm. This guide provides important information regarding reimbursement requirements and submissions.

Commodity orders and equipment approved in the budget must be received by July 31st.

Conditions

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials must include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant.

REPORTING - The GTSC requires progress reports on all funded projects, twice annually; the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, reporting activities that occurred from October 1 to September 30. The final report must also evaluate how well objectives of the grant were achieved. Reports must be submitted through the eGrants system. If an agency did not conduct grant funded activity during the reporting period, a report stating so is still required. GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report outside of the regular reporting format.

FEDERAL POLICY -Policies and procedures of the following federal regulations may be applicable:

Uniform Procedures for State Highway Safety Grant Programs 23 CFR Part 1300

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200

I hereby certify to abide by all conditions, cost limits, and federal and state rules for grant administration.

Federal Award Information:

Source Fiscal Year	Fund	Federal Award Identification Number (FAIN)	CFDA Number	CFDA Name
2016	Data Programs	18X920405cNY16	20.616	National Priority Safety Programs
2016	Motorcycle Programs	18X920405fNY16	20.616	National Priority Safety Programs
2017	Occupant Protection	18X920405bNY17	20.616	National Priority Safety

Conditions

				Programs
2017	Motorcycle Programs	18X920405fNY17	20.616	National Priority Safety Programs
2017	Nonmotorized Safety	18X920405hNY17	20.616	National Priority Safety Programs
2018	NHTSA 402	69A37518300004020NY0	20.600	State and Community Highway Safety
2018	Occupant Protection	69A3751830000405bNYH	20.616	National Priority Safety Programs
2018	Data Programs	69A3751830000405cNY0	20.616	National Priority Safety Programs
2018	Impaired Driving	69A3751830000405dNYL	20.616	National Priority Safety Programs
2018	Motorcycle Programs	69A3751830000405fNY0	20.616	National Priority Safety Programs
2018	Nonmotorized Safety	69A3751830000405hNY0	20.616	National Priority Safety Programs
2019	NHTSA 402	69A37519300004020NY0	20.600	State and Community Highway Safety
2019	Occupant Protection	69A3751930000405bNYH	20.616	National Priority Safety Programs
2019	Data Programs	69A3751930000405cNY0	20.616	National Priority Safety Programs
2019	Impaired Driving	69A3751930000405dNYL	20.616	National Priority Safety Programs
2019	Impaired Driving Ignition Interlock	69A3751930000405dNYI	20.616	National Priority Safety Programs
2019	Motorcycle Programs	69A3751930000405fNY0	20.616	National Priority Safety Programs
2019	2019 Nonmotorized Safety	69A3751930000405hNY0	20.616	National Priority Safety Programs

Certifications & Assurances

Each fiscal year, each recipient of federal grant funds from the New York State Governor's Traffic Safety Committee must attest to these Certifications and Assurances that it complies with all requirements including applicable Federal statutes and regulations that are in effect during the grant period .

NONDISCRIMINATION

The grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

POLITICAL ACTIVITY (HATCH ACT)

The grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

- 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

-

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

-

The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on

Certifications & Assurances

the basis of age);

- The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or
- environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100).

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Certifications & Assurances

The grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.

Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;

•

Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

•

Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;

Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/ funding agreement, the contractor/funding recipient agrees— a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any

- Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies;

Certifications & Assurances

- and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The grantee certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2.

The grantee shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all grantees shall certify and disclose accordingly.

Certifications & Assurances

3.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a grantee official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**Instructions for Primary Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

- The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it
2. cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

Certifications & Assurances

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR parts 180 and 1300. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

4. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
5. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

6.

- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the

Certifications & Assurances

eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://sam.gov/>).

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with
 - b. obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

Certifications & Assurances

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

c.

d.

2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant

2. knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary

3. tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR parts 180 and 1300. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

Certifications & Assurances

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, 4. declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

5.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://sam.gov/>).

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

7.

Certifications & Assurances

8.

9.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2.

BUY AMERICA ACT

Certifications & Assurances

The grantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a grantee, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The grantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

I hereby certify to the above federal requirements and acknowledge we are aware of these requirements.

Request For Application (RFA) Statement

General Highway Safety Standard Request for Application (RFA) Statement

Grant notices are available through the New York State Grants Gateway. All applicants must apply online through the eGrants system.

Statement of Program Purpose

General Highway Safety - Consistent with New York State's ongoing commitment to reduce motor vehicle crashes and their resulting injuries and deaths, the Governor's Traffic Safety Committee (GTSC) is continuing to support grant programs designed to impact an area of highway safety as addressed in the state's Highway Safety Strategic Plan.

Eligibility Requirements

Eligible organizations are state and local government agencies, educational institutions and Not-for-profit agencies. Not-for-profit agencies must be registered with the NYS Charity Bureau, be prequalified with the NYS Grants Gateway and have valid proof of Workers' Compensation and Disability and paid family leave benefits Insurance or proof of exemption. For profit agencies and individuals are not eligible, nor are applications to develop a product or provide a service for profit.

Award Criteria

Application Deadline: The application deadline is on or before May 1, 2019. Applications received after the deadline will not be considered for funding. Applications are due May 1 regardless of the day of the week on which it falls. The proposal application status in the grant system must be "Submitted" by 11:59 pm on May 1. Applications that are not in the "Submitted" status by May 1 will be considered late and not considered for funding.

Proposals received from not-for-profit applicants that have not registered and are not prequalified in the Grants Gateway on the proposal due date of 11:59 PM on 5/1/19 cannot be evaluated. Such proposals will be disqualified from further consideration.

Traffic Safety Board Approval: All grant applications from local agencies MUST be approved by the applicant's County Traffic Safety Board. Contact your County Traffic Safety Board as to the process for having your application approved. The GTSC will work to obtain County Traffic Safety Board approvals. This does not alleviate your responsibility to contact your County Traffic Safety Board prior to grant submission. Local Traffic Safety Boards retain the right to approve or disapprove your application.

The GTSC may only approve program applications that meet the goals of the NYS Highway Safety Strategic Plan (HSSP) approved by the funding agency, National Highway Traffic Safety Administration. The HSSP may be read online at the GTSC website at SafeNY.ny.gov.

Applications that are received by the deadline are reviewed and evaluated by the Governor's Traffic Safety Committee. The review process is managed by the staff of the GTSC. GTSC member agencies also participate in the review process. Applications may be approved for funding only when they have passed the

Request For Application (RFA) Statement

staff and management reviews, are endorsed by the GTSC member agencies and approved by the Commissioner of DMV, who is Chair of the GTSC.

Award decisions are based on past performance (including, but not limited to, enforcement trends, accuracy and timeliness of past progress reports and payment requests, etc.), demonstration of need, reasonableness of budget request and program plan, and availability of federal funding. Applicants must agree to perform the activities as described in the application.

Applications must receive a score of at least 60 in order to receive funding. Not all applications with a score of 60 may be funded based on the needs of the state's HSSP goals and the availability of federal funds.

GTSC staff may negotiate with applicants within the requirements to serve the best interests of the State's Highway Safety Strategic Plan and to maximize funding in a program area.

If available funds are reduced, then funding will be distributed or reduced proportionally in the same manner as outlined in the RFA.

The grant funding cycle is 10/1 to 9/30.

Evaluation of Proposals

All applications will be assessed to determine if the following minimum requirements are met. Any application that does not meet each of these criteria will be immediately disqualified from further review.

1. Application was submitted by the deadline. The deadline for applications is 11:59 pm on May 1, 2019.
2. Application is from an eligible organization, as outlined in the eligibility requirements.
3. Not-for-profit organizations are prequalified in the NYS Grants Gateway on May 1, 2019.

Applications that meet the initial requirements are then considered for further evaluation. Applicants should take care to address each of the components in the provided outline. The value assigned to each is an indication of the relative weight that will be given when scoring the application. Applications are considered on a jurisdictional basis. Applications must address a fundable area and must be complete. Applications are considered until all funds are obligated.

Highway Safety grants will be scored on the following criteria:

Problem Identification - 20 points

Proposed Solution - 20 points

Budget - 20 points

Strategic Assessment - 40 points

Debriefment

Request For Application (RFA) Statement

Should an application for this grant be unsuccessful, and the applicant would like a debriefing, the request for the debriefing shall be requested within fifteen calendar days of release by GTSC of a notice in writing or electronically that the application was unsuccessful.

The GTSC Reserves the Right To:

- Reject any or all applications received in response to this RFA.
- Waive or modify minor irregularities in applications received after prior notification to the applicant.
- Adjust or correct cost figures with the concurrence of the applicant.
- Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
- Award grants based on geographic or regional considerations, or in specific program areas to serve the best interests of the state.

Term of Contract

This is a reimbursement program. The grant recipient incurs the costs of the project and is reimbursed by the GTSC according to the approved budget. All costs must be documented and submitted with a signed claim for payment form to the GTSC when reimbursement is requested through eGrants.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1st to September 30th is October 31st. Claim for payment reimbursement requests must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be mailed (postmarked) to the GTSC by October 31st, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Approved projects are required to submit a mid-year and final report and additional reports that may be required according to the project application.

The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period.

GTSC has the right to terminate or suspend the contract if grantee fails to comply with the terms and conditions of this project and for any laws, rules, regulations, policies or procedures affecting this proposal.

Any contract resulting from this RFA will be effective only upon approval by the applicant, the NYS Office of the State Comptroller, the NYS Attorney General and the NYS GTSC.

Contracts will be for one year periods.

The contract established by this grant agreement is governed by Appendix A, Standard Clauses for All New York State Contracts, a copy of which is available upon request or at

<https://ogs.ny.gov/procurecounc/pdfdoc/AppendixA.pdf>

Applications must address a fundable program area.

The applicant must agree to the terms and conditions set forth in the application and in the contract.

Policies and procedures of federal regulations may be applicable. Refer to the Conditions/Certifications and Assurances pages.

I agree to the terms and conditions stated above.

Sexual Harassment Prevention Certification

New York State is a national leader in the fight against sexual harassment and is partnering with employers across the state to further our commitment to ending sexual harassment in the workplace. As described in Section 201-g of the NYS Labor law, every employer in New York State is required to adopt a sexual harassment prevention policy and provide annual training to its employees. Effective with GTSC's 2020 grant applications, all applicants are required to:

1. Have a written policy addressing sexual harassment prevention in the workplace, and
2. Provide annual sexual harassment prevention training (that meets the Department of Labor's model policy and training standards) to all its employees

For model policies and more information about combating sexual harassment in the workplace visit <https://www.ny.gov/combating-sexual-harassment-workplace/employers>

- ☐ By submission of this bid (grant), each bidder (grantee) and each person signing on behalf of any bidder (grantee) certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder (grantee) has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
- ☐ No, this agency/organization has NOT implemented a written policy addressing sexual harassment prevention in the workplace and/or does NOT provide annual sexual harassment prevention training to all of its employees.

If no, please provide a detailed explanation as to why a written policy and/or annual training has not been implemented.

Attachments-HSG

Description

File name

Comments



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.

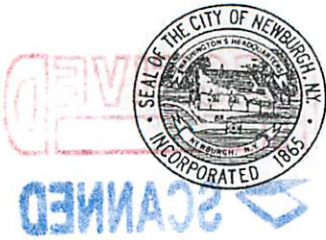
NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: 2020 Police Traffic Services Grant	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Doug Solomon
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS Governor's Traffic Safety Committee	GRANT SUBMITTAL DATE: May 1, 2019	AMOUNT OF AWARD: Not to exceed \$46,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: - The Federal Fiscal Year 2020 Police Traffic Services (PTS) grant program will provide funding to law enforcement agencies to conduct traffic enforcement. In addition to having a current mandatory seat belt use policy in place for police officers of the department, participation in the national Click it or Ticket seat belt enforcement mobilization is required. This program will also fund agencies to conduct traffic enforcement details based on the crash and ticket data of their local jurisdiction, with the goal of impacting motorist behavior and improving traffic safety within their communities.

Project Timeline: (ex. Dates) 10/1/19- 9/30/20



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS: *no requirements other than fringe benefits*

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: *[Signature]*

DATE: *3/18/19*

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

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: *[Signature]*

DATE: *3/20/19*



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: _____

Resolution for 4/4/19 W.S. + 4/8/19 Council Meeting

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AMENDING RESOLUTION NO. 186-2017 OF JULY 10, 2017 AND
AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT
A NEW YORK STATE DEPARTMENT OF STATE
LOCAL WATERFRONT REVITALIZATION PROGRAM GRANT THROUGH
THE 2017 CONSOLIDATED FUNDING APPLICATION IN THE AMOUNT
OF \$280,000.00 WITH A FIFTEEN PERCENT MATCH
FOR FINAL DESIGN AND PERMITTING FOR THE RECONSTRUCTION
OF THE NEWBURGH LANDING DOCK**

WHEREAS, by Resolution No. 186-2017 of July 10, 2017, the City Council of the City of Newburgh authorized the City Manager to apply for and accept if awarded a New York State Department of State Local Waterfront Revitalization Program grant through the 2017 Consolidated Funding Application in an amount not to exceed \$270,000.00 with a fifteen percent match to fund the final design and permitting phase of the Newburgh Landing Dock Reconstruction Project (the "Project"); and

WHEREAS, the New York State Department of State's Local Waterfront Revitalization Program awarded the City of Newburgh grant funding in the amount of \$280,000.00; and

WHEREAS, the City of Newburgh wishes to accept the additional LWR Program funding in the amount of \$280,000.00 for the Project; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he is hereby authorized to accept a New York State Department of State Local Waterfront Revitalization Program grant through the 2017 Consolidated Funding Application in the amount of \$280,000.00 with a fifteen percent match to fund the final design and permitting phase of the Newburgh Landing Dock Reconstruction Project; and that the Interim City Manager/City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

INSTRUCTIONS FOR NEW 2017 EPF LWRP CONTRACTS

Master Grant Contract and Signature Pages

Review all sections and attachments of the contract, and let us know if you have any questions or concerns before signing and submitting the contract. If you need to make any changes to any part of the contract, please indicate so in writing to DOS (please do not handwrite changes into the contract). Some specific areas of interest:

- Page 1 of the Face Page - confirm that all information entered is correct (contractor (recipient) Name & Address, Federal Tax ID number, Vendor ID number and, if applicable, Charities Registration number).
- Page 2 of the Face Page - verify that the Current Contract Funding Amount is correct. Also, verify that the Current Contract Term and Period listed reflects the time period during which the project activities are to be undertaken and project costs incurred. Be advised that activities and related costs occurring outside of this time period will not be eligible for reimbursement and will not be eligible to be used as match.
- Page 6 of Attachment A-1, verify that the CEO's contact information is complete and correct.
- Review the budget in Attachment B to confirm that the costs and local share anticipated for this project are accurately reflected. Verify that any local share indicated is not from federal or EPF sources. Verify that costs listed in: A. Salaries are for time spent by official employees of recipient only; B. Travel, C. Supplies, and D. Equipment are for costs incurred directly by the recipient; E. Contractual is for contractors procured directly by the recipient only; and F. Other contains other relevant costs which do not fit into the previous categories.
- Also in Attachment B, Category E, confirm that any known subcontractors are listed. This includes the subcontractor name, address and federal tax ID number. If you know who will be performing any of the work in Category E (even if it's another municipality), this information must be listed in the contract. If a subcontractor has not yet been selected for a particular item, "To be determined" should be entered.
- Review the project description and tasks in Attachment C to confirm that the project is accurately reflected.

Signature Pages

The person authorized to execute this contract should sign each of the three signature pages in blue ink and have them notarized. These pages should be notarized on the same day that they are signed and each page must contain original signatures and notaries. All signature fields and notary fields must be filled out. Signature pages containing white out cannot be accepted.

Contact Update Form

Complete the form to indicate the name and address of the City of Newburgh and the contact information for the Mayor. You may also enter the name and contact info for up to (2) other people who should receive contract-related correspondence from DOS.

- Make sure that the official mailing address of the recipient is correct and complete.
- Verify/correct the name, title, email address and phone number for the Mayor. Make sure all fields are complete.
- Contact person #1 and #2 – confirm that the correct people are listed. Ideally we'd like to see the grant administrator and project manager listed. Verify/correct/provide the name, title, affiliation, email address and phone number of each of the contacts. Additional contacts cannot be added as our database can only hold information for (2) contacts. Make sure all fields are complete.
- Note that each email address must be unique (do not enter the same email address for two different individuals).

Contract Review Form

Answer all questions on the form based on your review of the contract. If any questions are answered “NO”, a written explanation must be attached. The form should be signed and dated by the Mayor. Provide the contact information for the person that we should contact if we have questions during the contract execution process.

MWBE Forms A, B, D and D-1

These forms are required for contracts with a State Funding Amount of over \$25,000, if an MWBE goal is listed in Attachment B-1 of the contract. We cannot process or execute your contract unless these forms are completed and included with your contract package.

Form A (EEO Policy Statement) – The form should be completed to show your agreement to enact the state’s EEO policy for the purpose of this contract. Note that if the recipient already has an EEO policy in effect, a copy of that policy may be submitted in place of Form A. If completing Form A:

- At the top, there are three blank lines. Fill in the authorized representative’s name, their title, and the recipient.
- Complete the certification at the bottom of the page.
- MWBE goals – fill in MBE and WBE goals for this contract (see Attachment B-1 for more information).
- EEO goals – enter your agency’s current EEO goal.
- The authorized representative can be any employee who is authorized to sign this form.

Form B (Staffing Plan) – The form is to be filled out by the Recipient to show the characteristics of the individuals who are anticipated to be working on the project in any capacity. To complete the form:

- For solicitation number, enter the contract number shown on the face page of the DOS contract.
- Leave reporting entity blank.
- For offeror’s name and address, enter the name and address as indicated on the face page of the contract.
- Check whether this is work force utilized for this project, or total work force. Either one is OK.
- Check “offeror”.
- In the table, enter the information to show the characteristics of individuals in the organization who are anticipated to be working on the project in any capacity.
- Fill out the bottom section and have signed by an employee who is authorized to sign this form.
- If you have hired a subcontractor already, the subcontractor should fill out this form too. They can fill it out the same way as outlined above, except enter their company name for reporting entity, and check the subcontractor box.

Form D (Utilization Plan) – This form is to be filled out by the Recipient to indicate any state-certified MWBE firms who has been selected to perform work on this contract. If no state-certified MWBE firms have yet been selected, Form D-1 (Compliance Certification Letter) should be submitted instead. If completing Form D:

- For offeror’s name and address, enter the name and address shown on the face page of the DOS contract.
- Include the telephone number and the location of the work to be performed (the name of the municipality is fine).
- Enter your federal tax ID number and the contract number shown on the face page of the DOS contract.
- In the table, enter the names of the specific state-certified MWBE firms who have been selected to perform work on this contract. Indicate whether they are MBE and/or WBE and include a description of work and amount. You can check the NYS MWBE directory to confirm MWBE certification at:
<http://www.esd.ny.gov/mwbe.html>.
- Fill out the bottom section and have signed by an employee who is authorized to sign this form.

Important: If additional MWBE firms are selected to perform work on this contract in the future, an updated Form D should be submitted within two weeks following the selection.

Form D-1 (Compliance Certification Letter) – This form is to be filled out when the Recipient has not yet selected any state-certified MWBE firms. The form should be completed to certify that the Recipient will comply with the MWBE goals in the contract and will complete Form D (Utilization Plan) when MWBE firms are hired. To complete the form:

- Near the top, there are three blank fields. Fill in the authorized representative's name, the Recipient, and the RFA number. For this contract, the RFA number is 17-LWRP-3.
- At the bottom:
 - Fill in the date signed and have signed by an employee who is authorized to sign this form.
 - Name, title, contact info (phone number and email address) of the person signing.
 - Fill in the contract number shown on the face page of the DOS contract.
 - The contract description shown as the title on Attachment C of the contract.

Vendor Responsibility Questionnaire

The Vendor Responsibility Questionnaire (VRQ) must be completed under the following circumstances only:

- If the contract recipient listed on the face page is a Not-for-Profit, that NFP must complete the VRQ (municipalities are exempt from VRQ).
- If the contract recipient (NFP or municipality) has any known subcontractors for an amount over \$100,000, the vendor(s) must complete the VRQ.

To complete the VRQ, please go to <https://portal.osc.state.ny.us>. Please note that the information provided must be updated every 6 months. If you have questions about VendRep, please contact them at ciohelpdesk@osc.state.ny.us or (866) 370-4672.

In addition, the following documents must be submitted to support the VRQ:

- Proof of Workers' Compensation Coverage (Form C-105.2, U-26.3, SI-12, GSI-105.2 or CE-200).
- Proof of Disability Coverage (Form DB-120.1, DB-155, or CE-200).

NFP's should also check to be sure that their annual charities filings are up-to-date.

Grants Gateway

Please confirm that you are currently registered (for municipalities) or prequalified (for not-for-profits) in the Grants Gateway. Your information must be periodically updated. Please go to the <http://www.grantsreform.ny.gov/grantees> to complete the registration or prequalification process and/or verify your status. If you have questions about the grants gateway, please contact them at grantsreform@budget.ny.gov.

NYS Contract System

Please confirm that you are currently registered in the NYS Contract System (NYSCS). Please go to <https://ny.newnycontracts.com> to complete the registration process. If you have any questions, or are unsure if you are already registered, please contact NYSCS at one of the email addresses listed here: <https://ny.newnycontracts.com/FrontEnd/ContactUs.asp?TN=ny&XID=7662>.

Submitting Contract Package for Execution

Once everything is reviewed and signed, submit the following:

- Contract Review Form.
- Contact Update Form.
- All three original signature pages.
- MWBE Forms A and B, and D or D-1.
- VRQ information, if required (see above):
 - A printout of the completed Vendor Responsibility Questionnaire(s).
 - Proof of Workers' Compensation and Disability Coverage.

There is no need to submit the entire contract with your submission

Please make a copy of the contract package for your records/project file before submitting the originals.

Submit the original contract package within 30 days to the following address for processing:

Meg Bowers, Program Aide
NYS Department of State
99 Washington Avenue - Suite 1010
Albany, NY 12231-0001

Once received, we will forward the contract to our Fiscal office, who will have it executed by the State. The execution process usually takes about 2 months. When fully executed, a copy of the contract will be emailed to the Recipient.

In the meantime, if you would like to check on the execution status of a contract beginning with the letter "C", please visit: <http://www2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>. Search contracts by Agency/Authority & Vendor, select 'State, Department of' from the dropdown, and enter just the municipality name in the Vendor Name box, then click 'contains' and then 'search'. (For example if the City of Albany, just enter Albany). If the contract is listed in the search results, it means the contract has been executed. The exact execution date can be found in the last column. You can expect to receive official notification from us within a couple of weeks after execution. Note, if your contract begins with the letter "T", it will not be listed on this website – please contact us directly for updates.

If you have any questions, please contact Meg Bowers at (518) 474-4054 or opdcontracts@dos.ny.gov.

Contract Review Form

On Face Page (page 1), are the Contractor Name, Federal Tax ID Number and NYS Vendor ID Number correct?	YES	NO
On Face Page (page 2), is the Current Contract Funding Amount correct?	YES	NO
On Face Page (page 2), does the Current Contract Term and Period reflect the time period during which all project costs will be incurred (including match)?	YES	NO
On Attachment A-1, Page 6, is the Mayor's contact information complete and correct?	YES	NO
In Attachment B, does the budget accurately reflect the anticipated costs for the project?	YES	NO
In Attachment B, Category E, are all known subcontractors accurately reflected?	YES	NO
In Attachment C, does the project description and work program tasks accurately reflect the work to be undertaken for the project?	YES	NO
Confirm that the City of Newburgh is registered in the Grants Gateway.	YES	NO
Confirm that the City of Newburgh is registered in the NYS Contract System.	YES	NO
Confirm that MWBE Form A (or copy of EEO policy) and MWBE Form B is included in this submission.	YES	NO
Confirm that MWBE Form D or MWBE Form D-1 is included in this submission.	YES	NO
Confirm that the Vendor Responsibility Questionnaire has been completed for any known subcontractors listed for over \$100,000, and that their Disability and Workers' Comp certificates are included in this submission.	YES	NO
Confirm that all appropriate financial documentation related to this contract will be retained during the life of the contract and for a period of six years following the final contract payment, and that the documentation will be submitted as necessary to support payment requests and/or upon request by DOS.	YES	NO

*****If any questions above are answered "NO", a written explanation must be attached to this form*****

Signature of the Mayor: _____

Date: _____

Enter the name, phone number and email address of the individual(s) that we should contact if we have questions while executing this contract:

Name: _____ Phone: _____

Email Address: _____

City of Newburgh - Contract C1001160
Newburgh Landing Pier Final Design

Contact Update Form

Please update/specify information for up to (3) people to receive contract related correspondence from DOS. Ideally we would want to see the CEO, grant administrator, and project manager listed on this form. Changes should only be made in the Changes/Additions/Corrections column.

		Changes/Additions/Corrections
Official mailing address of the City of Newburgh	City of Newburgh 83 Broadway Newburgh, NY 12550	
Mayor of the City of Newburgh	Name: Judith Kennedy Title: Mayor Affiliation: City of Newburgh Email: jkennedy@cityofnewburgh-ny.gov Phone:	
Contact Person #1	Name: Michael Ciaravino Title: City Manager Affiliation: City of Newburgh Email: mciaravino@cityofnewburgh-ny.gov Phone: 845-569-7301	
Contact Person #2	Name: Alexandra Church Title: City Planner Affiliation: City of Newburgh Email: achurch@cityofnewburgh-ny.gov Phone:	

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBE) PROGRAM AT THE DEPARTMENT OF STATE (DOS)

Overview

Article 15-A of the NYS Executive law was enacted on **July 19, 1988**, to promote equality of economic opportunities for MWBEs and to eliminate barriers to their participation in state contracting.

The MWBE requirement applies to Contracts, including Grants, with value over:

- \$25,000 for commodities/services
- \$100,000 for construction

DOS supports the statewide requirement to provide procurement opportunities for MWBEs. The **Division of Affirmative Action Programs** administers the Department's **MWBE Program**.

How does it apply to you?

- Under **5 NYCRR §142.8**, DOS contractors are required to make “**Good Faith Efforts (GFE)**” to provide meaningful participation to MWBEs as subcontractors or suppliers in the performance of their contracts.
- DOS aspires to meet our agency wide MWBE goal of **30%** utilization. The contract's specific MWBE goals can be identified in the **RFA** and/or the **budget page** in your contract.
- Goals apply to qualified (subbed out/procured) budget lines of all contracts, including contracts supported with federal funding which do not have a DBE component.



Your Responsibilities Under Article 15-A

1

Within ten days of receipt of the award notification from DOS, submit:

- **Form A** - MWBE/EEO Policy Statement
- **Form B** - Staffing Plan (if contract > \$250,000)
- **Form D** - MWBE Utilization Plan Or
- **Form D-1** - MWBE Certification Letter

2*

Set up an account in the New York State Contract System:

<https://ny.newnycontracts.com>

**100% federally funded contracts are not required to use the system!*

3*

Throughout the contract:

- Report payments to MWBE subcontractors as soon as those payments are made, through the system.
- Submit Form C - Workforce Utilization.
- Communicate with your contract's Program Manager through the system.



The number of certified MWBE vendors keeps growing!

Find **eligible businesses** at the NY State MWBE Directory located at:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

OR

Contact DOS at the contact information below!

Only the use of **New York State-certified MWBEs** will count towards meeting your goals!

Waiver Request can be submitted if there are no opportunities for MWBE participation, or to demonstrate the Good Faith Efforts to meet the goals.
Contact your contract program manager for assistance!

How to meet the MWBE goals?

The Empire State Development's Division of Minority and Women-owned Business Enterprises :

Phone: **(212) 803-2414**

Website:

<https://ny.newnycontracts.com>

For certification:

<https://esd.ny.gov/mwbe-new-certification>

SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISES (SDVOB) PROGRAM AT THE DEPARTMENT OF STATE (DOS)

Overview

Article 17-B of the Executive Law, enacted on May 12, 2014, recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities.



New York State has established a statewide SDVOB goal of **6%**, to improve contracting opportunities for SDVOB certified vendors.

Did you know???

Utilizing SDVOB vendors in your contracts will support NYS' efforts to improve the businesses owned by those who served our nation, create more private sector jobs, and maximize economic activity, to the mutual benefit of the communities you serve and your SDVOB partners.

DOS supports the statewide requirement to provide procurement opportunities for SDVOB.

The **Division of Affirmative Action Programs** administers the Department's **SDVOB Program**.

How does it apply to you?

DOS grantees and contractors are requested to make every effort, to the maximum extent possible, to:

- ◆ **Engage** certified SDVOBs in the purchasing of commodities, services and technology, in the performance of their DOS contracts, and
- ◆ **Report** any SDVOB vendor utilization achieved.

How to achieve SDVOB Utilization?

Only the use of New York State-certified SDVOBs will give you credit for SDVOB utilization!

New certified SDVOB vendors are frequently being added to the **Directory!**

Find **eligible businesses** at the NY State SDVOB Directory located at:
<https://online.ogs.ny.gov/SDVOB/search>

SDVOB vendors are available in the following categories:

- **Commodities**
- **Construction**
- **Construction Professional Services**
- **Financial Services**
- **Consulting & Other Services** (Business, Management, Administrative, IT, Media, Transportation, Equipment, Miscellaneous)

SDVOB utilization can be as subcontractors, suppliers, or other contracting roles.



Need Help?

The Office of General Services' **Division of Service-Disabled Veterans' Business Development** administers the statewide SDVOB Program :

Phone: 518-474-2015

Email: VeteransDevelopment@ogs.ny.gov

For Certification: <https://ogs.ny.gov/Veterans/>

For questions, assistance with achieving and reporting SDVOB utilization, Contact the Division of Affirmative Action Programs:
518-473-2298 or AffirmativeAction@dos.ny.gov



FORM A
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2 _____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ 30% Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

FORM B

STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: ☐ Work force to be utilized on this contract ☐ Total work force
Offeror's Name:	☐ Offeror ☐ Subcontractor	
Offeror's Address:	Subcontractor's name _____	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

Enter the total number of employees for each classification in each of the EEO-5 categories below.																	
EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification								Disabled (M) (F)		Veteran (M) (F)				
	Total Work force	Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)					Native American (M) (F)		
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM B) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the DOS Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

FORM D M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Federal Identification No.:

Project/Contract No.:

M/WBE Goals in the Contract: MBE 15% WBE 15%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED ☐ MBE ☐ WBE			
B.	NYS ESD CERTIFIED ☐ MBE ☐ WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.

PREPARED BY (Signature): DATE:	TELEPHONE NO.:	EMAIL ADDRESS:
	FOR M/WBE USE ONLY	
NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143. AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	REVIEWED BY:	DATE:
	UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date: _____ Contract No.: _____ Project No. (if applicable): _____	
	Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____	
	NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO Date: _____	

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE

MWBE COMPLIANCE CERTIFICATION LETTER (FORM D-1)

I, _____, a duly authorized representative of _____ (hereinafter, "Applicant"), acknowledge by my signature below that Applicant is committed to show due-diligence and to comply with the established MWBE goals and requirements set forth in RFA No. _____ (hereinafter, the "RFA") with the NYS Department of State (DOS).

Applicant understands that submitting an MWBE Utilization Plan will be a requirement if awarded the Contract. As hereby authorized and directed by DOS, Applicant acknowledges and agrees that, following contract execution, it shall submit an MWBE Utilization Plan for the Contract within two weeks following the selection of any vendor or subcontractor for the provision of MWBE-applicable purchases or contractual services to be undertaken in furtherance of the Contract, and that such MWBE Utilization Plan shall be submitted through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>. The Contractor shall be required to adhere to any such MWBE Utilization Plan in the performance of the Contract, and a failure to so submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. It is further acknowledged and agreed that this document shall not under any circumstances be construed as constituting a waiver or release, in whole or in part, of any provision of the RFA or Contract or of any rights, obligations or remedies that may be available to DOS or Contractor.

Date:

Signature:

Contract Number:

Name:

Contract Description:

Title:

Contact Information:



**Department
of State**

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

City of Newburgh
83 Broadway
Newburgh, NY 12550

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

City of Newburgh
83 Broadway
Newburgh, NY 12550

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

City of Newburgh
83 Broadway
Newburgh, NY 12550

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY: NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231	BUSINESS UNIT/DEPT ID: DOS01/3800000 CONTRACT NUMBER: C1001160 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: NEWBURGH CITY OF	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: n/a	PROJECT NAME: Newburgh Landing Pier Final Design
CONTRACTOR IDENTIFICATION NUMBERS: NYS VENDOR ID Number: 1000002290 Federal Tax ID Number: 14-6002329 DUNS Number (if applicable): n/a	AGENCY IDENTIFIER: MH 17-LWRP-3 CFDA NUMBER (Federally Funded Grants Only): n/a
CONTRACTOR PRIMARY MAILING ADDRESS: City of Newburgh 83 Broadway Newburgh, NY 12550 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: n/a Exemption Status/Code: 3A/02 ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: FROM: 2/1/2019 TO: 1/31/2024 CURRENT CONTRACT PERIOD: FROM: 2/1/2019 TO: 1/31/2024 AMENDED TERM: FROM: TO: AMENDED PERIOD: FROM: TO:	CONTRACT FUNDING AMOUNT: (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount) CURRENT: \$280,000.00 AMENDED: FUNDING SOURCES: ☒ State ☐ Federal ☐ Other
---	--

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|---|--|
| <p>☒ Attachment A:</p> <p>☒ Attachment B:</p> <p>☒ Attachment C: Work Plan</p> <p>☒ Attachment D: Payment and Reporting Schedule</p> <p>☐ Other:</p> | <p>☒ A-1 Program Specific Terms and Conditions</p> <p>☐ A-2 Federally Funded Grants</p> <p>☒ B-1 Expenditure Based Budget</p> <p>☐ B-2 Performance Based Budget</p> <p>☐ B-3 Capital Budget</p> <p>☐ B-1(A) Expenditure Based Budget (Amendment)</p> <p>☐ B-2(A) Performance Based Budget (Amendment)</p> <p>☐ B-3(A) Capital Budget (Amendment)</p> |
|---|--|

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor 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 his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
- (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Agency Specific Clauses (revised 7/27/17)

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications, regardless of the amount of the modification. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

D. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in

writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars , including but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

E. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.
3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general

compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.

6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

F. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.
2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. Notwithstanding the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval

is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

G. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

H. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.
2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the

VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

I. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

J. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

K. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name:	Laurissa Garcia
Title:	Contract Management Specialist
Agency/Division:	Department of State, Office of Planning and Development
Address:	99 Washington Avenue, Suite 1010 Albany, NY 12231
Telephone Number:	518-486-9540
E-Mail Address:	<u>opdcontracts@dos.ny.gov</u>

2. Notice to the Contractor

Name: Judith Kennedy
Title: Mayor
Affiliation: City of Newburgh
Address: 83 Broadway
Newburgh, NY 12550
Telephone Number:
E-Mail Address: jkennedy@cityofnewburgh-ny.gov

L. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a “covered provider” within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a “covered provider”:
 - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
 - b. Contractor’s failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.
2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving “State funds” or “State-authorized payments” originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a “covered provider” within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

M. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the “Agency”), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws. Contractor agrees that the terms “MWBE,” “MBE” and “WBE” as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

- a. The Department’s New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise (“MBE”) and the Women-owned Business Enterprise (“WBE”) utilization goals, are set forth in the Attachment B “Budget”, based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract

with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

- 1) Evidence of outreach to MWBEs;
- 2) Any responses by MWBEs to the Contractor's outreach;
- 3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- 4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
- 5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

b. In performing the Contract, the Contractor shall:

- 1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- 2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
- 3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).

4) The Contractor's EEO policy statement shall include the following language:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this contract is in excess of \$250,000, the following provision shall apply:

The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

- 1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.
- 2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.
- 3) The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The

Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the contract.
- b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.
- c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

- a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report.

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of

the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

N. Service-Disabled Veteran-Owned Businesses Participation

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be

submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Division of Affirmative Action Programs – SDVOB Program at Maria.Herman@dos.ny.gov or Api.Ohouo@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf.

II. Program Specific Clauses (revised 2/1/18)

A. This Agreement has been entered into pursuant to the following understandings:

1. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
2. The Department of State (Department) is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Program Work Plan as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C Program Work Plan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
5. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
6. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
7. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension. The parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.
8. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
9. The Contractor shall submit with its request for final payment a Final Project Summary Report and a final Project Status Report on forms prescribed by the Department.

10. The Contractor shall submit a Project Status Report, on a form prescribed by the Department, on a semi-annual basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

D. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the

Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insureds thereunder.

4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.

- b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 - c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 - e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

E. Contractor Property Interest

Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

F. Date/Time Warranty

- 1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
- 2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various

date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

G. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

1. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
2. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
3. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

H. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

1. The Contractor shall not at any time sell or convey any facility or any portion of the project acquired or developed pursuant to this Agreement or convert such facility or any portion of the project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
2. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

I. Requirements for Contract GIS Products (1/17/13)

1. General Map Product Requirements -- The following general cartographic requirements must be adhered to by the Contractor:
 - a. Map Products and Supporting Data -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Such materials must meet the specifications outlined in this General Map Product Requirements section and the Additional Digital Cartographic File Requirements section. Additionally, finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). If analog map products are

required by the contract, they must meet specifications outlined in this General Map Product Requirements section and the Additional Digital-Ready Map Product Requirements section.

- b. Deliverable Format -- All digital map and attribute table files must be provided in ESRI Shapefile or Geodatabase file format including all associated metadata on Recordable CD or DVD, external hard drive, via email attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.
 - c. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
 - d. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
 - e. Datums and Coordinate Systems-- All map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88). Unless otherwise specified in the RFP, UTM Zone 18 shall be used for data at scales smaller than 1:10,000 and State Plan shall be used for data at 1:10,000 scale and larger.
2. Additional Digital Cartographic File Requirements -- The following cartographic construction requirements must be adhered to by the Contractor:
- a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
 - b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 - c. Point Duplication -- No duplication of points that occur within a data string is permitted.

- d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
 - e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non-visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
 - f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 - g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 - h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
3. Digital-Ready Map Product Requirements -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
- a. Base Map Media -- All maps must be created on mylar or other stable base material.
 - b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
 - d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the General Map Product Requirements above and the map scale.
 - e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the Additional Digital Cartographic File Requirements section outlined above.

4. Contract Database Standards

- a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.
- b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
- c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

J. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to public meetings or hearings, relating to the Project.

K. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided the Department with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

ATTACHMENT B-1 – EXPENDITURE BASED BUDGET

Budget Summary:

A. Salaries	\$7,557.00
B. Travel	\$0.00
C. Supplies	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$321,855.00
F. Other	\$0.00

Total Project Cost:	\$329,412.00
Total State Funds	\$280,000.00
Total Local Match	\$49,412.00

MWBE Goals:

State funds subject to MWBE goals		\$280,000.00
MBE Goal:	15%	\$42,000.00
WBE Goal:	15%	\$42,000.00

A. SALARIES (including fringe benefits)

<u>Title</u>	<u>Annual Salary</u>	<u>Amount Charged to Project</u>
City Engineer	\$95, 561	\$914.00
Secretary to City Engineer	\$60,335	\$1,508.00
Assistant City Engineer	\$69,595	\$1,740.00
Junior Civil Engineer	\$47,840	\$956.00
Engineering Technician	\$48,102	\$926.00
City Planner	\$64,698	\$647.00
Grants Coordinator	\$57,756	\$866.00

SUBTOTAL **\$7,557.00**

B. TRAVEL

SUBTOTAL **\$0.00**

C. SUPPLIES

SUBTOTAL **\$0.00**

D. EQUIPMENT

SUBTOTAL **\$0.00**

E. CONTRACTUAL SERVICES

Consultant services to design, engineer and produce drawings and technical specifications for the demolition of the existing pier and the construction of the new pier, gangways, spud barge floating pier, transient floating piers, mooring and fendering systems, including lighting, electrical service, and water connections.....\$321,689.00
Subcontractor: To be determined

Advertisement in three (3) local newspapers, as per the City's Procurement Policy, of the RFP opportunity and availability for download from BiDNet Direct in coordination Empire State Purchasing Group.....\$166.00
Subcontractor: To be determined

SUBTOTAL **\$321,855.00**

F. OTHER

SUBTOTAL **\$0.00**

ATTACHMENT C - WORK PLAN

Newburgh Landing Pier Final Design

1. Project Description

The City of Newburgh (Contractor) will prepare construction documents for the Newburgh Landing Pier, including demolition of the existing pier and construction of a new pier with two extensions to accommodate large cruise ships and provide for transient mooring on the Hudson River. The project will advance the City's Local Waterfront Revitalization Program, lead to improved economic development and create a regional asset as Newburgh is the only deepwater port between New York City and Albany.

The project area is located on the Hudson River along Front Street between Fourth Street and Third Street at Unico Park. The final pier design will be based on the City's preferred conceptual design (developed under a previous LWRP contract C006953) which consists of a fixed pier with two extensions: a 20'x90' floating pier barge and a fixed mooring for larger cruise ships as well as six transient mooring slips. Requirements, specifications, and design will also include the new pier, gangways, spud barge floating pier, transient floating piers, mooring and fendering systems, lighting throughout, electrical service and utility pedestals, water connection, seating, shade tensile structures, and water borings as necessary.

Match is provided by a combination of in-kind services from City Staff and cash match to fund contractual services.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. The materials must include the Department of State logo and the following acknowledgment:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's contract number as indicated on the Face Page of this Contract and where applicable, the related task number from this Work Plan.

Unless otherwise specified in the Work Plan tasks, the Contractor shall submit products in the following formats:

- Draft products: one electronic copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable.
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.

- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented.

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Components

Task 1: Project Initiation Meeting

The Contractor, the Department, and any partners responsible for managing the project, shall hold an initial meeting to review the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

Task 3: Procurement of Consultant (if applicable)

The Contractor shall draft a Request for Proposals (RFP) or similar instrument, including a complete project description with site conditions, expected final results, a schedule for completion, MWBE requirements, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP or similar instrument to the Department for review and approval prior to release for solicitation of proposals.

Consultant services requested shall include all applicable tasks, activities and responsibilities outlined in the "Project Components" section of this work program.

Products: Approved RFP or similar instrument released through advertisement in local papers, the New York State Contract Reporter, or other appropriate means.

Task 4: Consultant Selection and Compliance with Local Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.
- Understanding of the proposed scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.
- Ability to satisfy MWBE requirements.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect, or landscape architect licensed to practice in New York State is required. The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by the Department.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures.

Task 5: Subcontract Preparation and Execution

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility, firm expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks including how the identified MWBE goals will be satisfied. The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in Attachment C of this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Draft and final, executed consultant subcontracts.

Task 6: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s), and other project partners as appropriate, to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project. The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Second project meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 7: Design Development

The Contractor or its consultant(s) shall prepare draft, 50% and 90% progress, and final designs based on the selected schematic design prepared under a previous LWRP contract (C006953). Design development may include conducting additional site reconnaissance as necessary to confirm survey work and/or to conduct soil borings to inform design preparation. The designs shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during the project initiation meeting. The 90% progress and final designs shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Products: Draft and final designs and supporting materials.

Task 8: Public Meeting

In consultation with the Department, a public information meeting shall be conducted at an appropriate point in design development to solicit public input on the draft designs. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Products: Public information meeting held. Minutes/Summary of meeting prepared and submitted to the Department.

Task 9: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements, including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the Department for review. A pre-permitting meeting with the Department and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to the Department approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 10: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 11: Certified Construction Documents

The Contractor or its consultant(s) shall prepare the final construction drawings, plans, specifications, and cost estimates. The final construction documents shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Final construction documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final construction documents, certified by a New York State licensed professional engineer, architect, or landscape architect.

Task 12: MWBE Reporting

In accordance with Attachment A-1, Part I, Section M, Paragraph 6, Contractor shall be required to use the New York State Contract System ("NYSCS") to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to this Agreement. Contractor shall be required to submit utilization plans in paper format until such time as submission is made available through the NYSCS and notification of such availability is provided to Contractor by the State. Upon such notification by the Department, Contractor shall submit required utilization plans through the NYSCS. So long as Contractor complies with the reporting requirements stated above in the manner directed by the Department, the requirement of Attachment A-1, Part I, Section M, Paragraph 6 for paper filing of Quarterly Reports shall be waived. Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

In the event Contractor does not have the capacity to use the NYSCS in the manner required above, an exception may be granted by the Department of State upon Contractor's written request and showing of good cause to allow for paper reporting. If such an exception is granted by the Department of State, paper reporting in a manner and form directed by the Department shall be required including but not limited to the submission of Quarterly MWBE Contractor Compliance Report (Form F) forms in accordance with Section M, Paragraph 6, of Attachment A-1.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 13: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to the Department during the life of the contract.

Task 14: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to the Department.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project initiation meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \$0 (0% of the budget) as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting 0% of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- ☒ Quarterly Reimbursement
Due Date: 3/31, 6/30, 9/30, 12/31
- ☐ Monthly Reimbursement
Due Date: _____
- ☐ Biannual Reimbursement
Due Date: _____
- ☐ Fee for Service Reimbursement
Due Date: _____

- ☐ Rate Based Reimbursement
Due Date: _____
- ☐ Fifth Quarter Reimbursement
Due Date: _____
- ☐ Milestone/Performance Reimbursement
Due Date/Frequency: _____
- ☐ Scheduled Reimbursement
Due Date/Frequency: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

- ☐ Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- ☐ Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- ☒ Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- ☒ Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.
- ☐ Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the timeframes designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 60 days after completion of the agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is at project completion. The agency shall complete its audit and notify vendor of the results no later than 60 days later. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Progress Report (Project Status Form)	Start of contract through current date	6/30* 12/31*
	*Due every year during the contract period, as amended.	

RESOLUTION NO.: 186 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF STATE LOCAL WATERFRONT REVITALIZATION PROGRAM GRANT THROUGH THE 2017 CONSOLIDATED FUNDING APPLICATION IN AN AMOUNT NOT TO EXCEED \$270,000.00 WITH A FIFTEEN PERCENT MATCH FOR FINAL DESIGN AND PERMITTING FOR THE RECONSTRUCTION OF THE NEWBURGH LANDING DOCK

WHEREAS, the City of Newburgh has undertaken the reconstruction of the Newburgh Landing Dock; and

WHEREAS, the New York State Department of State's Local Waterfront Revitalization Program (LWR Program) provides grants on a competitive basis to eligible villages, towns, cities, and located along New York's coasts or designated inland waterways to revitalize communities and waterfronts through planning, design, and construction projects, with design and construction tied to prior planning; and

WHEREAS, the City of Newburgh is a qualified applicant under this LWR Program and is eligible for a 15 percent match; and

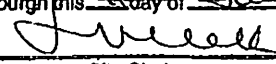
WHEREAS, the City of Newburgh has completed a number of development tasks for the reconstruction of the Newburgh Landing Dock and is seeking funding for the final design and permitting phase of the project which has a total cost of \$270,000.00; and

WHEREAS, the City has identified the LWR Program for funding to complete the final design and permitting phase of the reconstruction project with the match to be derived from the 2018 Budget or other funding sources; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of State Local Waterfront Revitalization Program grant through the 2017 Consolidated Funding Application in an amount not to exceed \$270,000.00 with a fifteen percent match to fund the final design and permitting phase of the Newburgh Landing Dock Reconstruction Project; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

I, Lorene Vittek, 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 July 10, 2017 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10 day of July, 2017


City Clerk

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE

December 13, 2017

Honorable Judith Kennedy
Mayor
City of Newburgh
83 Broadway
Newburgh, NY 12550



Dear Mayor Kennedy:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After six successful rounds, the 2017 CFA made over \$800 million in economic development resources available from over thirty programs across twelve state agencies. The Agency's programs provide resources for projects focused on community development, job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing. The New York State Department of State (NYS DOS) is proud to have contributed over \$19.7 million to this year's Consolidated Funding Application.

On behalf of Governor Cuomo, I am pleased to inform you that funding has been awarded through the NYS DOS Local Waterfront Revitalization Program under Title 11 of the Environmental Protection Fund to undertake the following project(s):

- CFA #76248 - \$280,000
Newburgh Landing Pier Final Design

In the near future, your office will be contacted by the NYS DOS Office of Planning, Development & Community Infrastructure regarding next steps in developing a contract work program, MWBE goals, and other terms and conditions. I am pleased that the State of New York is able to assist your efforts in improving your waterfront. Congratulations and we look forward to working with you on this special initiative.

If you have any questions, please send an email message with the subject line "Inquiry for CFA# (indicate your application number)" to opd@dos.ny.gov. If you applied for funding from other programs or other State agencies, you will receive information from those programs/agencies separately.

Sincerely,

A handwritten signature in blue ink that appears to read "R. Rosado".

Rossana Rosado
Secretary of State

cc: Meghan Taylor
Michael Ciaravino
Jason Morris



Department
of State

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO
EXECUTE A CONTRACT WITH MUNICI PAY, LLC
TO ALLOW THE CITY OF NEWBURGH TO ACCEPT CREDIT CARD AND
E-CHECK TRANSACTIONS**

WHEREAS, the City of Newburgh wishes to accept credit card and E-check payments directly and through the City's website; and

WHEREAS, MuniciPAY, LLC has submitted an agreement to provide credit card and E-check processing services to the City of Newburgh; and

WHEREAS, this Council has reviewed the attached agreement and has determined that executing same under the terms and conditions set forth therein 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/City Manager be and he is hereby authorized to execute a contract with MuniciPAY, LLC to provide credit card and E-check processing services to the City of Newburgh.

BUSINESS NAMES

DBA Name		Legal Name	Contact
DBA Address (no PO Box)		Legal Address	
DBA City, State, Zip		Legal City, State, Zip	
Location Phone Number	Customer Service Phone Number	Corporate Phone Number	Fax Number
Email Address (Required)		Website Address (Required for eCommerce)	

BUSINESS PROFILE

☐ Corporation ☐ LLC ☐ Sole Proprietor ☐ Chain ☐ Other _____
☐ Government ☐ Partnership ☐ Tax Exempt Organization (ex. 501c3) If Tax Exempt, Type: _____
 Year Formed _____ Years Owned _____ # of Locations _____ Fed ID # (SSN If Sole Proprietor) _____
 Contact Name _____ Telephone Number _____

Has Merchant or any associated principal and/or owners disclosed below filed bankruptcy or been subject to any involuntary bankruptcy? ☐ Yes ☐ No If yes, date filed: _____
 Is this a publicly traded company? ☐ Yes ☐ No
 Has Merchant been previously identified by Visa/Mastercard Risk Programs? ☐ Yes ☐ No
 If yes, what programs and when: _____

OWNERS AND AN INDIVIDUAL WITH SIGNIFICANT RESPONSIBILITY

OWNER INFORMATION REQUIRED FOR EQUITY OWNERSHIP OF 25% OR GREATER **AND** AT LEAST ONE INDIVIDUAL WITH SIGNIFICANT RESPONSIBILITY* TO CONTROL, MANAGE, AND DIRECT THE LEGAL ENTITY.

1 (Primary Contact) ☐ Is a P.E.P.* ☐ Is an Individual with Significant Responsibility* First Name _____ Last Name _____ Title _____ % Business Ownership _____ Applicant's Social Security # _____ Home Phone _____ Residence Address _____ City _____ State _____ Zip _____ # Years At Residence _____ Date of Birth _____ Drivers License # _____ State Issued _____	2 ☐ Is a P.E.P.* ☐ Is an Individual with Significant Responsibility* First Name _____ Last Name _____ Title _____ % Business Ownership _____ Applicant's Social Security # _____ Home Phone _____ Residence Address _____ City _____ State _____ Zip _____ # Years At Residence _____ Date of Birth _____ Drivers License # _____ State Issued _____
3 ☐ Is a P.E.P.* ☐ Is an Individual with Significant Responsibility* First Name _____ Last Name _____ Title _____ % Business Ownership _____ Applicant's Social Security # _____ Home Phone _____ Residence Address _____ City _____ State _____ Zip _____ # Years At Residence _____ Date of Birth _____ Drivers License # _____ State Issued _____	4 ☐ Is a P.E.P.* ☐ Is an Individual with Significant Responsibility* First Name _____ Last Name _____ Title _____ % Business Ownership _____ Applicant's Social Security # _____ Home Phone _____ Residence Address _____ City _____ State _____ Zip _____ # Years At Residence _____ Date of Birth _____ Drivers License # _____ State Issued _____
5 ☐ Is a P.E.P.* ☐ Is an Individual with Significant Responsibility* First Name _____ Last Name _____ Title _____ % Business Ownership _____ Applicant's Social Security # _____ Home Phone _____ Residence Address _____ City _____ State _____ Zip _____ # Years At Residence _____ Date of Birth _____ Drivers License # _____ State Issued _____	*An individual with significant responsibility includes an executive officer or owner with authority to control, manage, and direct the legal entity (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer) or any other individual with authority to perform such functions. *The term "politically exposed person" generally includes a current or former senior foreign political figure, their immediate family, and their close associates. For more information, please visit www.evopayments.us/disclosures.

MEMBER BANK INFORMATION

Deutsche Bank Trust Company Americas - 60 Wall Street, New York, New York 10005 - COMPL.Card_Acquiring@list.DB.com

IMPORTANT MEMBER BANK RESPONSIBILITIES

- Member Bank is the only entity approved to extend acceptance of Visa products directly to a merchant.
- Member Bank must be a principal (signer) to the Merchant Processing Agreement.
- Member Bank is responsible for educating Merchants on pertinent Visa Regulations/Core Rules and Mastercard Regulations/Core Rules with which Merchants must comply.
- Member Bank is responsible for and must provide settlement funds to the Merchant.
- Member Bank is responsible for all funds held in reserve that are derived from the settlement.

IMPORTANT MERCHANT RESPONSIBILITIES

- Merchant must ensure compliance with cardholder data security and storage requirements.
 - Merchant must maintain fraud and chargebacks below thresholds.
 - Merchant must review and understand the terms of the Merchant Processing Agreement.
 - Merchant must comply with Visa Regulations/Core Rules which can be found at <https://usa.visa.com/support/consumer/visa-rules.html>.
 - Merchant must comply with Mastercard Regulations/Core Rules which can be found at <https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>.
 - Merchant must comply with the American Express Merchant Operating Guide which can be found at www.americanexpress.com/merchantopguide.
- The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands these specific responsibilities.

Merchant Signature	Date	Merchant's Printed Name & Title	Merchant Initials (Required): _____
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CARDHOLDER DATA SECURITY, PAYMENT APPLICATIONS & SERVICE PROVIDERS

Payment Card Industry Data Security Standards ("PCI DSS") and Payment Card Network rules prohibit storage of track data under any circumstances. If you or your Point of Sale ("POS") system pass, transmit, store or receive full cardholder's data, then the POS software must be Payment Application Data Security Standard ("PA DSS") compliant and installed by a Qualified Integrator Reseller (QIR), and you (Merchant) must validate PCI DSS compliance. If you use a payment gateway it must be PCI DSS compliant and you (Merchant) must validate PCI DSS compliance.

1. Have you ever experienced an Account Data Compromise (ADC)? ☐ Yes ☐ No (Please proceed to #2) If Yes, Date: _____
2. Have you validated PCI DSS compliance? ☐ Yes ☐ No (Please proceed to #3) If Yes, Date: _____
 - a. Which SAQ Validation Type was completed? ☐ A ☐ A-EP ☐ B ☐ B-IP ☐ C ☐ C-VT ☐ D ☐ P2PE-HW
 - b. Qualified Security Assessor (QSA): _____ (As applicable)
 - c. Approved Scanning Vendor (ASV): _____ (As applicable to SAQ A-EP, C or D merchants) Last Scan Date: _____
3. Do you or your Third-Party Provider(s) receive, transmit, or store Cardholder Data Electronically? ☐ Yes ☐ No (If you are using a dial-only terminal with no internet connectivity or Touch Tone Capture (TTC) check No)

a. Payment Application or Software: _____	Model or Version Number: _____
b. Was the Payment application installed by a QIR? ☐ Yes ☐ No	QIR Name: _____
c. Third-Party Provider: _____	Is this provider PCI DSS Compliant? ☐ Yes ☐ No
d. Virtual Terminal or Payment Gateway: _____	Access to Cardholder Data? ☐ Yes ☐ No
e. Web Hosting Vendor: _____	Access to Cardholder Data? ☐ Yes ☐ No
f. Shopping Cart Vendor: _____	Access to Cardholder Data? ☐ Yes ☐ No
g. Other Service Provider: _____	Access to Cardholder Data? ☐ Yes ☐ No

MERCHANT PROFILE*

Visa/MC/Discover

Annual Volume: Average Ticket Size: High Ticket Size:

AMEX

Annual Volume: Average Ticket Size: High Ticket Size:

Describe high ticket in detail: _____

Describe products/services in detail: _____

Magnetic stripe/chip read transactions (Card & Cardholder present)	_____ %
Card & Cardholder present, "key punched" transactions w/ signature	_____ %
Mail or Telephone order transactions	_____ %
eCommerce/web based transactions	_____ %

TOTAL MUST EQUAL 100%

Do you currently accept Visa-MC or Discover at this or any other business? ☐ Yes (If yes, submit 3 merchant statements) ☐ No Name of Current Processor: _____

Do you own or operate more than one business? ☐ Yes ☐ No Refund Policy: ☐ All sales final ☐ _____ days ☐ Exchange only

Check the boxes that apply: ☐ Shopping Center/Mall ☐ Website ☐ Roving Merchant ☐ Office Bldg ☐ Commercial/Industrial ☐ Storefront ☐ Residence ☐ Kiosk

Processing Profile: ☐ Retail ☐ Restaurant ☐ Lodging ☐ Mail/Telephone Order ☐ eCommerce ☐ B2B (If B2B, please indicate percentage of B2B transactions _____ %)

Seasonal Business? ☐ Yes ☐ No If Yes, please specify dates in business: Start Date _____ End Date _____

*Each person signing this form certifies that the volume, ticket, and products/services info above is accurate, complete and not misleading in any way and agrees that any transaction falling outside these parameters/descriptions can be cause for termination and can result in delayed and/or withheld settlement of funds. See paragraphs 4c, 9a, and 13b of the Merchant Processing Agreement regarding suspension, termination and Merchant changes.

MERCHANT SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE)

Merchant Location: ☐ Retail Location With Store Front ☐ Office Building ☐ Residence ☐ Other _____ Area Zoned: ☐ Commercial ☐ Industrial ☐ Residential

Is inventory/merchandise amount consistent with type of business? ☐ Yes ☐ No If no, explain: _____

The Merchant: ☐ Owns ☐ Leases The Business Premises Landlord Name & Phone #: _____

Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No

Further comments by Inspector (required): _____

BANK INFORMATION (ELECTRONIC FUNDS TRANSFER AUTHORIZATION)

Merchant authorizes any party to the Agreement to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which any such parties are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to amounts due and owing under lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives written notice of revocation as required by this Agreement.

1

Bank Name: _____

Routing/ABA #: _____ DDA/Bank Account #: _____

Account Type*: ☐ Checking ☐ Savings (Not Preferred)

☐ Merchant Fees & Chargebacks ☐ Deposits ☐ Both*

2

Bank Name: _____

Routing/ABA #: _____ DDA/Bank Account #: _____

Account Type*: ☐ Checking ☐ Savings (Not Preferred)

☐ Merchant Fees & Chargebacks

*Account MUST have ACH debit and credit capability. *Both* will be the default selection if no selection is made and one bank account is provided.

A pre-printed voided check or letter from your bank will be required prior to final account approval.

Merchant Initials (Required): _____

BILLING & PRICING INFORMATION - SCHEDULE OF CONVENIENCE / SERVICE FEES

Over-the-Counter, Phone, Mail

Visa/MasterCard/Discover Transactions _____ %
 American Express Transactions _____ %
 Signature Debit Transactions _____ %

Ecommerce Transactions

Visa/MasterCard/Discover Transactions _____ %
 American Express Transactions _____ %

Echeck Transactions \$ _____ per check

APPLICABLE FEES

Initial MuniPAY Set Up Fee \$ _____
 Monthly Software/Gateway Fee \$ _____
(per month per Master MID)
 All Convenience/Service Fee Transactions have a \$ _____ minimum transaction charge

Special Billing Instructions

MUNICIPAY AGREEMENT

Convenience/Service Fee Special Terms and Conditions. The following terms and conditions shall serve as an agreement between MuniPAY LLC ("MP") and the Government Entity ("GE") listed on page 1 of the MP Merchant Agreement. These terms and conditions shall be in addition to but not serve as any replacement to any existing terms of the MP Merchant Agreement.

- 1. PCI-DSS Security.** MP is a certified Level 2 PCI DSS service provider. GE agrees not to store any sensitive credit card data.
- 2. Optional Cardholder Convenience/Service Fee Program.** GE understands that MP has authorized GE to accept credit cards. In order to waive processing fees for GE, MP is required to charge a Convenience/Service Fee to the cardholder at the time of transaction. GE agrees to meet all the requirements established by the Card Associations in order to allow a Convenience/Service Fee to be charged. NPS may deny/decline transactions that do not qualify for a Convenience/Service Fee per the rules and regulations of the Card Associations. MP agrees to offer cardholders competitive Convenience/Service Fees based upon the annual processing activity generated from each GE. MP reserves the right to modify the amount of this Convenience/Service Fee depending upon the costs which MP incurs to process such transactions, industry trends and/or card association rules. In the event of a change, MP shall provide Municipality with 30 days notice of such change.
- 3. Disclosure & Opt Out of Convenience/Service Fee.** GE understands that a cardholder has a right to opt out of a Convenience/Service Fee transaction at the time of sale. GE agrees to disclose to the cardholder(s) the amount of the calculated Convenience/Service Fee at the time of transaction (MuniPAY will automatically calculate fee) and give the option for the cardholder to cancel the payment and accept another form of payment (cash, checks etc.).
- 4. Transaction Receipt(s) • Mail/Telephone/Internet Transactions**
 - 4a. Face to Face Transactions:** GE understands cardholders will be required to sign separately for the MP Convenience/Service Fee and the transaction amount(s) due to GE. GE agrees to maintain a copy of transaction receipts for a minimum of 18 months per the Card Association regulations. GE further agrees to provide MP a timely copy of such receipt(s) in the event it is requested.
 - 4b. Phone Transactions:** GE understands that each transaction which is processed over the telephone shall require GE to disclose the Third Party Convenience/Service fee being assessed for the completion of the transaction prior to charging the cardholders credit card. The Cardholder has the right to opt out of the transaction, per the Card Association rules regarding Convenience/Service Fees. GE agrees to print a receipt for phone order transactions and to write in Phone Order on the signature line for both the MP Convenience/Service Fee and GE transaction(s).
 - 4c. Internet Transactions:** MuniPAY's secure e-commerce interface shall disclose to the Cardholder any Third Party Convenience/Service Fees being assessed prior to charging the Cardholders credit card. Such disclosure shall give the cardholder the right to "Opt-out" of the transaction per card association rules. MP shall automatically initiate an email receipt to the Cardholder for each completed transaction.
- 5. Internet Sale Items/Default Pricing.** GE understands that by using the MuniPAY e-commerce processing solution, it has authorized MP to post any set default pricing and payment items as indicated by the GE. GE agrees that it is the responsibility of the GE to notify the MuniPAY Support Center of any changes to default pricing and/or payment items displayed.
- 6. Card Holder Disputes/Convenience/Service Fee Indemnification.** GE agrees that any disputes between GE and a Cardholder relating to a transaction funded directly to the GE shall be settled between GE and the Cardholder directly. MP shall assist GE in settling these disputes. GE understands that such disputes can result in a cardholder issued "chargeback" to GE based on Card Association rules and regulations. Chargeback(s) can be avoided by settling disputes with the Cardholder directly or issuing a refunded transaction. MP will provide details of such "chargeback(s)" including Cardholder name and transaction details. Such chargeback disputes may require GE to provide a copy of the signed credit card receipt. GE will hold no liability nor be debited any chargeback for a Convenience/Service Fee amount.

By signing below, I have read and understand the terms and conditions above and understand that these terms shall be in addition to my MP Merchant Application/Agreement, including but not limited to the terms and conditions of such MP merchant agreement.

Signature _____

Print Name _____

Title _____

Date _____

Sales Professional Signature _____

Agent / Affiliate ID _____

Date _____

ACKNOWLEDGEMENT & AGREEMENT (required)

ACKNOWLEDGEMENT & AGREEMENT (required) INVESTIGATIVE CONSUMER REPORT: An investigative or consumer report may be made in connection with application. MERCHANT authorizes any party to the Agreement or any of its agents to investigate the references provided or any other statements or data obtained from MERCHANT, from any of the undersigned, or from any other person or entity with any financial obligations under this Agreement. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested. **CORPORATE RESOLUTION.** The indicated officer (s) identified below have the authorization to execute the Merchant Processing Agreement on behalf of the here within named corporation. Merchant understands that this agreement shall not take effect until merchant has been approved by bank and a merchant number has been issued. **IMPORTANT NOTICE:** All information contained in this application was completed or supplied by all contracting parties. Any change in printed terms shall be of absolutely no force or effect unless specifically agreed to in writing by all contracting parties. By signing below on either the original or a facsimile you are agreeing to the provisions stated within the Terms and Conditions of the Merchant Processing Agreement and the Merchant Application on the reverse side, and you are acknowledging that you have carefully read each of those provisions before signing. **BY SIGNING BELOW,** either on the original or a fax you are agreeing to the provisions stated within the terms & conditions of this merchant application and you are acknowledging that you both received a copy of and have carefully read each of these provisions within the attached 3 page Merchant Processing Terms & Agreement before signing below.

Signature 1 _____

Signature 2 _____

Title _____

Date _____

Date _____

MERCHANT PROCESSING AGREEMENT

This document, "Merchant Processing Agreement" (the "Agreement"), accompanies the document "Merchant Application" ("Merchant Application") and includes the Terms and Conditions set forth below (the "Terms and Conditions") together with the terms and conditions of the Merchant Application. The bank ("Bank") identified in this Agreement is a member of Visa Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"), and is Deutsche Bank AG, New York branch. EVO Merchant Services, LLC d/b/a EVO ("EVO") is a registered independent sales organization of Visa and a member service provider of Mastercard. This Agreement is between EVO, Bank, and the merchant (or "you") identified in the Merchant Application ("Merchant"). Merchant and EVO agree that the rights and obligations contained in this Agreement do not apply to Bank with respect to Discover and American Express transactions. To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, Diners Club International ("Diners Club"), and UnionPay International ("UnionPay") cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed.

RECITALS

Merchant desires to accept credit cards ("Cards") validly issued by members of Visa, Mastercard, Discover, and American Express. Bank and EVO desire to provide credit card processing services to Merchant. Therefore, Merchant, EVO and Bank agree as follows:

TERMS AND CONDITIONS

1. Honoring Cards.

A. Without Discrimination. You will honor, without discrimination, any Card properly tendered by a Cardholder. "Cardholder" (sometimes referred to as "Card Member" in some Payment Card Network materials) means a person possessing a Card and purporting to be the person in whose name the Card is issued. You may establish a minimum amount of \$10 per transaction as a condition for honoring Cards. You will not establish a maximum transaction amount as a condition for honoring Cards, and you will not establish a minimum or maximum amount for debit card transactions.

B. Cardholder Identification. You will identify the Cardholder and check the expiration date and signature on each Card. You will not honor any Card if: (i) the Card has expired, (ii) the signature on the sales draft does not correspond with the signature on the Card, or (iii) the account number embossed on the Card does not match the account number on the Card's magnetic strip (as printed in electronic form) or the account number is listed on a current Electronic Warning Bulletin file. You may not require a Cardholder to provide personal information, such as a home or business telephone number, a home or business address, or a driver's license number as a condition for honoring a Card unless permitted under the Laws and Rules (defined in Section 14, below).

C. Card Recovery. You will use your best efforts to retain any Card: (i) if you are advised by EVO or Bank (or a designee) or the issuer of the Card or the designated voice authorization center to retain it; (ii) if you have reasonable grounds to believe the Card is counterfeit, fraudulent or stolen, or not authorized by the Cardholder; or (iii) other circumstances as documented by EVO or as appear in applicable payment network rules that exist in the public domain.

D. Surcharge/Swipe Fee. You will not add any amount to the posted price of goods or services you offer as a condition of paying with a Card, except as permitted by the Rules. This paragraph does not prohibit you from offering a discount from the standard price to induce a person to pay by cash, check or similar means rather than by using a Card.

E. Return Policy. You will properly disclose to the Cardholder, at the time of the Card transaction and in accordance with the Rules, any limitation you have on accepting returned merchandise.

F. No Claim Against Cardholder. You will not have any claim against or right to receive payment from a Cardholder unless EVO and Bank refuses to accept the Sales Draft (as defined in Section 3) or revokes a prior acceptance of the Sales Draft after receipt or a chargeback or otherwise. You will not accept any payments from a Cardholder relating to previous charges for merchandise or services included in a Sales Draft, and if you receive any such payments you promptly will remit them to EVO and Bank.

G. Disputes With Cardholders. All disputes between you and any Cardholder relating to any Card transaction will be settled between you and the Cardholder. Neither EVO nor Bank bear any responsibility for such transactions.

H. Limited Acceptance. You will elect to accept (full acceptance) or not accept (limited acceptance) certain credit and/or debit Cards for payment. You will accept all valid Cards unless you provide 30 days prior written notice to EVO and Bank requesting limited acceptance and specifying which Card types you elect to accept. Limited acceptance is not applicable to non US issued cards.

2. Authorization.

A. Required on All Transactions. You will obtain a prior authorization for the total amount of a transaction via electronic terminal or device before completing any transaction, and you will not process any transaction that has not been authorized. You will follow any instructions received during the authorization process. Upon receipt of authorization you may consummate only the transaction authorized and must note on the Sales Draft the authorization number. Where authorization is obtained, you will be deemed to warrant the true identity of the customer as the Cardholder.

B. Effect. Authorizations are not a guarantee of acceptance or payment of the Sales Draft. Authorizations do not waive any provisions of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card.

C. Unreadable Magnetic Stripes. When you present Card transactions for authorization electronically, and if your terminal is unable to read the magnetic stripe on the card, you will obtain an imprint of the card and the Cardholder's signature on the imprinted draft before presenting the Sales Draft to EVO and Bank for processing. Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions.

3. Presentment of Sales Drafts.

A. Forms. You will use a Sales Draft ("Sales Draft") or other form approved by EVO and Bank to document each Card transaction. Each Sales Draft will be legibly imprinted with: (i) Merchant's name, location and account number; (ii) the information embossed on the Card presented by the Cardholder (either electronically or manually); (iii) the date of the transaction; (iv) a brief description of the goods or services involved; (v) the transaction authorization number; (vi) the total amount of the sale including any applicable taxes, or credit transaction; and (vii) adjacent to the signature line, a notation that all sales are final, if applicable.

B. Signatures. Each Sales Draft must be signed by the Cardholder unless the Card transaction is a valid mail/telephone order Card transaction which fully complies with the requirements set forth in this Agreement. You may not require the Cardholder to sign the Sales Draft before you enter the final transaction amount in the Sales Draft.

C. Reproduction of Information. If the following information is not legibly imprinted on the Sales Draft, you will legibly inscribe on the Sales Draft before submitting it to EVO and Bank: (i) the Cardholder's name; (ii) account number (iii) expiration date of the Card and (iv) the Merchant's name and place of business. Additionally, for Mastercard transactions you will legibly inscribe the name of the bank issuing the Card as it appears on the face of the Card.

D. Delivery and Retention of Sales Drafts. You will deliver a complete copy of the Sales Draft or credit voucher to the Cardholder at the time of the transaction. You will retain the "merchant copy" of the Sales Draft or credit memorandum for at least 3 years following the date of completion of the Card transaction (or such longer period as the Rules require).

E. Electronic Transmission. In using electronic authorization and/or data capture services, you will enter the data related to a sales or credit transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the transaction is completed (unless otherwise permitted by the Rules). Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions and, at EVO's sole discretion, the deposit of the funds received for such sales or credit transaction into the Reserve Account. If you provide your own electronic terminal or similar device, such terminal must meet EVO and Bank's requirements for processing transactions. Information regarding a sales or credit transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by you to EVO and Bank or their agent in the form EVO and Bank from time to time specify or as required under the Rules. If EVO or Bank requests a copy of a Sales Draft, credit voucher or other transaction evidence, you will provide it within 24 hours following the request.

4. Deposit of Sales Drafts and Funds Due Merchant.

A. Deposit of Funds. i. Deposits. You agree that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. § 365 as amended from time to time. Subject to this Section, Bank will deposit to the Designated Account (defined in section 6 below) funds evidenced by Sales Drafts (whether evidenced in writing or by electronic means) complying with the terms of this Agreement and the Rules and will provide you provisional credit for such funds (less recoupment of any credit(s), adjustments, fines, chargebacks, or fees). You shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Agreement or the rules and regulations of the Card Payment Networks. You acknowledge that your obligation to EVO and Bank for all amounts owed under this Agreement arises out of the same transaction as EVO and Bank's obligation to deposit funds to the Designated Account. ii. Provisional Credit. Notwithstanding the previous sentences, under no circumstance will EVO or Bank be responsible for processing credits or adjustments related to Sales Drafts not originally processed by EVO and Bank. All Sales Drafts and deposits are subject to audit and final checking by EVO and Bank and may be adjusted for inaccuracies. You acknowledge that all credits provided to you are provisional and subject to chargebacks, recoupment, adjustments, fines and fees: (i) in accordance with the Rules; (ii) for any of your obligations to EVO and Bank; and (iii) in any other situation constituting suspected fraud or a breach of this Agreement, whether or not a transaction is charged back by the Card issuer. EVO and Bank may elect, but are not required, to grant conditional credit for individual or groups of any funds evidenced by Sales Drafts. Final credit for those conditional funds will be granted within EVO and Bank's sole discretion. iii. Processing Limits. EVO and Bank may impose a cap on the volume and ticket amount of Sales Drafts that they will process for you, as indicated to you by EVO or Bank. This limit may be changed by EVO or Bank upon written notice to you.

B. Chargebacks. You are fully liable for all transactions returned for whatever reason, otherwise known as "chargebacks". You will pay on demand the amount of all chargebacks. Authorization is granted to offset from incoming transactions and to debit the Designated Account and the Reserve Account (defined in Section 7, below) the amount of all chargebacks. You will fully cooperate in complying with the Rules regarding chargebacks.

C. Excessive Activity. Your presentation to EVO and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this agreement. "Excessive Activity" means, during any monthly period: (i) the dollar amount of chargebacks and/or retrieval requests in excess of 1% of the average monthly dollar amount of your Card transactions; (ii) sales activity that exceeds by 10% of the dollar volume indicated on the Application; or (iii) the dollar amount of returns equals 20% of the average monthly dollar amount of your Card transactions. You authorize, upon the occurrence of Excessive Activity, EVO and Bank to take any action they deem necessary including but not limited to, suspension of processing privileges and establishment or increase in the amount allocated to the Reserve Account and a reduction in the amount of provisional credit remitted to you in accordance with this Agreement.

D. Credit. i. Credit Memoranda. You will issue a credit memorandum in any approved form, instead of making a cash advance, a disbursement or a refund on any Card transaction. EVO or Bank will debit the Designated Account for the total face amount of each credit memorandum submitted to EVO and Bank. You will not submit a credit memorandum relating to any Sales Draft not originally submitted to EVO and Bank, nor will you submit a credit memorandum that exceeds the amount of the original Sales Draft. You will within the time period specified by the Rules, provide a credit memorandum or credit statement for every return of goods or forgiveness of debt for services which were the subject of a Card transaction. ii. Revocation of Credit. EVO or Bank may refuse to accept any Sales Draft, and EVO and Bank may revoke prior acceptance of a Sales Draft in the following circumstances: (a) the transaction giving rise to the Sales Draft was not made in compliance with this Agreement, the Laws or the Rules; (b) the Cardholder disputes his liability to EVO and Bank for any reason, including but not limited to a contention that the Cardholder did not receive the goods or services, that the goods or services provided were not as ordered, or those chargeback rights enumerated in the Rules; or (c) the transaction giving rise to the Sales Draft was not directly between you and the Cardholder. You will pay EVO and Bank any amount previously credited to you for a Sales Draft not accepted by EVO and Bank or where accepted, is revoked by EVO and Bank.

E. Reprocessing. Notwithstanding any authorization or request from a Cardholder, you will not re-enter or reprocess any transaction which has been charged back.

F. Miscellaneous. You will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a Card transaction directly between you and a Cardholder or any transaction you know or should know to be fraudulent or not authorized by the Cardholder. You will not sell or disclose to third parties Card account information other than in the course of performing your obligations under this Agreement.

5. Other Types of Transactions.

A. Debit Card Processing Services. You may elect to accept debit cards, and said election should be made by you on the accompanying Merchant Application. If you elect to accept debit cards, the following terms and conditions apply to you. Debit Sponsor shall act as your sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by you (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, Interlink, Maestro, NYCE, Pulse, Shazam, Star, CU24, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or EVO without notice. You may also have access to other debit networks that do not require a sponsor. EVO will provide you with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks, and EVO will provide connection to such Networks, terminal applications, settlement, and reporting activities (collectively, the "Services"). You will comply with all federal, state, and local laws, rules, regulations and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). You will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for you in each Network, and you shall obtain all consents, approvals, authorizations, or orders of any governmental agency or body required for the execution, delivery, and performance of this Agreement. You agree to utilize the debit card services in accordance with this Agreement, its exhibits or attachments, and EVO's instructions and specifications, and to provide EVO with the necessary data in the proper format to enable EVO to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to you upon request. You will provide prompt written notice to EVO in the event that you are subject to any of the following: i. Conviction for a felony offense or any other crime involving moral turpitude; ii. Restraining order, decree, injunction, or judgment in any proceeding or lawsuit alleging fraud or deceptive practice on your part; iii. Bankruptcy filing or petition; iv. Federal or state tax lien; v. Any material adverse change in your assets, operations, or condition, financial or otherwise; vi. The threat or filing of any litigation against you, the outcome of which reasonably could have a material adverse effect on your continuing operations; vii. Administrative or enforcement proceeding commenced by any state or federal regulatory agency, including any banking or securities agency or entity operating an EBT Network, that reasonably could have a material adverse effect on your continuing operations; or viii. Any disciplinary action taken by any Network against you or any of your principals. EVO may terminate or suspend in its discretion Debit Sponsor's sponsorship of you in any Network or modify the provision of Services to you: i. Immediately upon notice to you of the occurrence of any of the conditions set forth in items (i), (ii), (iii), (v), or (viii) in the immediately preceding paragraph or Debit Sponsor's authority to participate in such Network or act as your sponsor in such Network is terminated by such Network; ii. Thirty (30) days after written notice by EVO to you of the occurrence of any of the conditions set forth in items (iv), (vi), or (vii) in the immediately preceding paragraph or if Debit Sponsor terminated its membership or participation in such Network; iii. Immediately upon notice to you in

the event any financial statement, representation, warranty, statement or certificate furnished is materially false or misleading; or iv. Immediately upon notice to you of the occurrence of any other circumstance with respect to this Section that may reasonably be expected to have an adverse effect on EVO. The parties hereto acknowledge and agree that EVO shall pay Debit Sponsor any and all fees related to Debit Sponsor's sponsorship of you in the Networks; provided, however, that in the event EVO fails to pay such amounts, Debit Sponsor shall be entitled to recover all such amounts directly from you and you agree to pay all such amounts. You shall not in any way indicate that Debit Sponsor endorses your activities, products, or services. Debit Sponsor and you are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and you. You shall indemnify and hold harmless EVO and its affiliates (including parents and subsidiaries), and their respective officers, directors, employees, successors and assigns, from and against any and all direct or contingent losses, costs, claims, demands, and causes of action (including, without limitation, the cost of investigating the claim, the cost of litigation, and reasonable attorney's fees including those of in-house counsel, whether or not legal proceedings are instituted) paid or incurred by or on behalf of EVO as a result of your violation of any of the terms of this Section, Network Rules, or Applicable Laws, or otherwise arising from or related to Debit Sponsor's sponsorship of you in any Network. In the event that Debit Sponsor's sponsorship of you in any Network is terminated prior to the termination of this Agreement, EVO may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section shall survive the termination of Debit Sponsor's debit sponsorship of you under this Agreement.

B. Mail/Telephone Order. EVO and Bank caution against mail orders or telephone orders or any transaction in which the Cardholder and Card are not present ("mail/telephone orders") due to the high incidence of customer disputes. You will obtain the expiration date of the Card for a mail/telephone order and submit the expiration date when obtaining authorization of the Card transaction. For mail/telephone order transactions, you will type or print legibly on the signature line the following as applicable: telephone order or "TO" or mail order or "MO". You must promptly notify EVO and Bank if your retail/mail order/telephone order mix changes from the percentages represented to EVO and Bank in the Merchant Application. EVO and Bank may cease accepting mail/telephone order transactions, or limit their acceptance of such transactions, or increase their fees if this mix changes. Bank will release funds to Merchant five (5) business days after the transaction date for mail/telephone orders. Merchant agrees to use and retain proof of a traceable delivery system as means of shipment of product to the customer. Merchant agrees that transactions will not be processed until products are shipped to the Cardholder. Merchant agrees to pay a charge of \$0.05 per AVS transaction, if applicable. This agreement may be immediately terminated by Bank if Merchant fails to comply with any of the terms of the agreement.

C. Recurring Transactions. For recurring transactions, you must obtain a written request from the Cardholder for the goods and services to be charged to the Cardholders account, the frequency of the recurring charge, and the duration of time during which such charges may be made. You will not complete any recurring transaction after receiving: (i) a cancellation notice from the Cardholder, (ii) notice from EVO or Bank, or (iii) a response that the Card is not to be honored. You must print legibly on the Sales Draft the words "Recurring Transaction".

D. Multiple Sales Drafts. You will include a description and total amount of goods and services purchased in a single transaction on a single Sales Draft or transaction record, unless (i) partial payment is entered on the Sales Draft or transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction, or (ii) a Sales Draft represents an advance deposit in a Card transaction completed in accordance with this Agreement and the Rules.

E. Partial Completion. i. Prior Consent. You will not accept for payment by Card any amount representing a deposit or partial payment for goods or services to be delivered in the future without the prior written consent of EVO or Bank. Such consent will be subject to Bank's final approval. The acceptance of a Card for payment or partial payment of goods or services to be delivered in the future without prior consent will be deemed a breach of this Agreement and cause for immediate termination, in addition to any other remedies available under the Laws or Rules. ii. Acceptance. If you have obtained prior written consent, then you will complete such Card transactions in accordance with the terms set forth in this Agreement, the Rules, and the Laws. Cardholders must execute one Sales Draft when making a deposit with a Card and a second Sales Draft when paying the balance. You will note upon the Sales Draft the words "deposit" or "balance" as appropriate. You will not deposit the Sales Draft labeled "balance" until the goods have been delivered to Cardholder or you have fully performed the services.

F. Future Delivery. You will not present any Sales Draft or other memorandum to Bank for processing "whether by electronic means" which relates to the sale of goods or services for future delivery without EVO or Bank's, prior written authorization. Such consent will be subject to Bank's final approval. If EVO or Bank have given such consent, you represent and warrant to EVO and Bank that you will not rely on any proceeds or credit resulting from such transactions to purchase or furnish goods or services. You will maintain sufficient working capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from sales drafts or other memoranda taken in connection with future delivery transactions.

G. Electronic Commerce Transactions. You may process electronic commerce ("EC") transactions only if you have so indicated on the Application, and only if you have obtained EVO's consent. If you submit EC transactions without our consent, we may immediately terminate this Agreement. If you have indicated on the Application that you will be submitting EC transactions, you acknowledge that you have reviewed the Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program (CISP), Mastercard's Site Data Protection Program (SDP), and American Express' Merchant Data Security Requirements (MDSR) and to the extent that they apply to you, you agree to comply with, and ensure such transactions comply with, the terms of each. You understand that transactions processed via EC are high risk and subject to a higher incidence of chargebacks. You are liable for all chargebacks and losses related to EC transactions, whether or not: i) EC transactions have been encrypted; and ii) you have obtained consent to engage in such transactions. Encryption is not a guarantee of payment and will not waive any provision of this Agreement or otherwise validate a fraudulent transaction. All communication costs related to EC transactions are your responsibility. You understand that EVO will not manage the EC telecommunications link and that it is your responsibility to manage that link. All EC transactions will be settled by Bank into a depository institution of the United States in U.S. currency. i. Requirements. For goods to be shipped on EC transactions, you may obtain authorization up to 7 calendar days prior to the shipment date. You need not obtain a second authorization if the Sales Draft amount is within 15% of the authorized amount, provided that the additional amount represents shipping costs. Further, your web site must contain all of the following information: i) complete description of the goods or services offered, ii) returned merchandise and refund policy, iii) customer service contact, including electronic mail address and/or telephone number, iv) transaction currency (such as U.S. or Canadian dollars), v) export or legal restrictions, if known, and vi) delivery policy. If you store cardholder account numbers, expiration dates, and other personal cardholder data in the database, you must follow PCI DSS, CISP, SDP, and MDSR guidelines on securing such data. ii. If you accept EC transactions, you must: install and maintain a working network firewall to protect data accessible via the Internet; keep security patches up-to-date; encrypt stored data and data sent over open networks; use and update anti-virus software; restrict access to data by business "need-to-know"; assign a unique ID to each person with computer access to data; not use vendor-supplied defaults for system passwords and other security parameters; track access to data by unique ID; regularly test security systems and processes; maintain a policy that addresses information security for employees and contractors; and restrict physical access to Cardholder information. When outsourcing administration of information assets, networks, or data you must retain legal control of proprietary information and use limited "need-to-know" access to such assets, networks or data. Further, you must reference the protection of cardholder information and compliance with the PCI DSS, CISP, SDP, and MDSR Rules in contracts with other service providers. You understand that failure to comply with this Section may result in fines and you agree to indemnify and reimburse EVO and Bank immediately for any fine imposed due to your breach of this Section.

H. JCB, Diners Club and UnionPay Transactions. Upon your request, EVO will provide authorization and/or data capture service for JCB, Diners Club and UnionPay transactions. By signing this Agreement, Merchant agrees to abide by the terms and conditions of Diners Club, JCB and UnionPay. Merchant understands that the Diners Club Agreement will be sent to the business entity indicated on this application. By accepting the Diners Club Card for goods and/or services, Merchant agrees to be bound by the terms and conditions of the Diners Club Agreement. EVO and Bank are not responsible for funding such transactions. Initial setup fees may apply.

I. Cash Advances, Script, Money Service Businesses and Manual Cash Disbursements. Merchant will not deposit any transaction for purposes of obtaining or providing a cash advance. You will not accept a Card to purchase travelers checks, script, Foreign Currency, Visa Travel/Money Cards, or other prepaid cards redeemable for cash or cash equivalent. You agree that any such deposit or transaction shall be grounds for immediate termination. Money Service Businesses that charge a service fee or commission must include such fee or commission in the transaction amount and not collect it separately. Financial institutions performing manual cash disbursement services are subject to all membership requirements, core rules, and operating regulations applicable to manual cash disbursement services, including, but not limited to the Visa prohibition against accepting Visa Electron or Travel/Money Cards for manual cash disbursements.

6. Designated Account.

A. Establishment and Authority. Merchant will establish and maintain an account at an ACH receiving depository institution approved by Bank and EVO ("Designated Account"). Merchant will maintain sufficient funds in the Designated Account to satisfy all obligations, including fees, contemplated by this Agreement. Merchant irrevocably authorizes Bank and EVO to debit the Designated Account for chargebacks, recoupments, adjustments, fines, fees and any other penalties or amounts owed under this Agreement, and irrevocably authorizes Bank and EVO to debit the Designated Account for any amount owed to Bank and EVO under this Agreement other than the amounts directly attributable to the settlement of transactions. You also authorize EVO and Bank to debit the Merchant Account for any fees due such vendor or agent under this Agreement. This authority will remain in effect for at least 2 years after termination of this Agreement whether or not you have notified EVO and Bank of a change to the Designated Account. Merchant must obtain prior written consent from Bank or EVO to change the Designated Account. If Merchant does not get that consent, EVO or Bank may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion.

B. Deposit. Bank will deposit all Sales Drafts to the Designated Account subject to the other provisions of this Agreement. The funds represented by Sales Drafts will be deposited 3 business days following EVO's receipt of the Sales Draft, except for mail order/telephone order and electronic commerce transactions, which will be deposited 5 business days following receipt of the Sales Draft. "Business Day" means Monday through Friday, excluding holidays observed by the Federal Reserve Bank of New York. Merchant authorizes Bank and EVO to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant provisional credit for any entry. You authorize and appoint Bank and EVO to act as your agent to collect Card transaction amounts from the Card issuing bank. As the collecting agent, Bank and EVO in their sole discretion, may grant you provisional credit for transaction amounts in the process of collection, subject to receipt of final payment by Bank and subject to all chargebacks.

C. Asserted Errors. You must promptly examine all statements relating to the Designated Account, and immediately notify EVO and Bank in writing of any errors. Your written notice must include: (i) Merchant name and account number. (ii) the dollar amount of the asserted error, (iii) a description of the asserted error, and (iv) an explanation of why you believe an error exists and the cause of it, if known. That written notice must be received by EVO and Bank within 30 calendar days after you received the periodic statement containing the asserted error. Your failure to notify EVO and Bank of any error within 30 days constitutes a waiver of any claim relating to that error. You may not make any claim against EVO or Bank for any loss or expense relating to any asserted error for 60 calendar days immediately following our receipt of your written notice. During that 60 day period, EVO and Bank will be entitled to investigate the asserted error.

D. Indemnity. You will indemnify and hold EVO and Bank harmless for any action they take against the Designated Account, the Reserve Account, or any other account pursuant to this Agreement.

E. ACH Authorization. You authorize EVO and Bank to initiate ACH debit/credit entries to the Designated Account and the Reserve Account, all in accordance with this Agreement and the ACH Debit/Credit Authorization set forth in the attached Merchant Application. The ACH Authorization will remain in effect beyond termination of this Agreement. In the event you change the Designated Account, you hereby authorize EVO and Bank to initiate ACH debit/credit entries to the new Designated Account.

7. Security Interests, Reserve Account, Recoupment and Set-Off.

A. Security Interests. i. Security Agreement. This Agreement is a security agreement under the Uniform Commercial Code. You grant to EVO and Bank a security interest in and lien upon: (i) all funds at any time in the Designated Account, regardless of the source of such funds; (ii) all funds at any time in the Reserve Account, regardless of the source of such funds; (iii) present and future Sales Drafts; and (iv) any and all amounts which may be due to you under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). You agree to provide other collateral or security to EVO and Bank to secure your obligations under this Agreement upon EVO or Bank's request. These security interests and liens will secure all of your obligations under this Agreement and any other agreements now existing or later entered into between you and EVO or Bank. This security interest may be exercised by EVO or Bank without notice or demand of any kind by making an immediate withdrawal or freezing the secured assets, if. Perfection. Upon request of EVO or Bank, you will execute one or more financing statements or other documents to evidence this security interest. You represent and warrant that no other person or entity has a security interest in the Secured Assets. Further, with respect to such security interests and liens, EVO and Bank will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. You will obtain from EVO and Bank written consent prior to granting a security interest of any kind in the Secured Assets to a third party. You agree that this is a contract of recoupment and EVO and Bank are not required to file a motion for relief from the automatic stay in any bankruptcy proceeding in order for EVO or Bank to realize on any of its collateral (including any Reserve Account). Nevertheless you agree not to contest or object to any motion for relief from the automatic stay filed by EVO or Bank. You authorize EVO or Bank and appoint EVO or Bank your attorney in fact to sign your name to any financing statement used for the perfection of any security interest or lien granted hereunder.

B. Reserve Account. i. Establishment. A non-interest bearing deposit account ("Reserve Account") has been established and is maintained at Bank or one of its affiliates with sums sufficient to satisfy your current and future merchant obligations as determined by EVO and Bank. You authorize EVO and Bank to debit the Designated Account or any other account you have at Bank or any other financial institution to establish or maintain funds in the Reserve Account. Bank or EVO may deposit into the Reserve Account funds it would otherwise be obligated to pay you, for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section, if it determines such action is reasonably necessary to protect its interests. ii. Authorizations. EVO and Bank may, without notice to you, apply deposits in the Reserve Account against any outstanding amounts you owe under this Agreement or any other agreement between you and EVO or Bank. Also, EVO and Bank may exercise their rights under this Agreement against the Reserve Account to collect any amounts due to EVO or Bank including, without limitation, rights of set-off and recoupment. In the event you submit a merchant application to EVO through the use of Insta-App, and EVO does not receive a completed written merchant application within 2 business days, you authorize EVO or Bank to hold all of your funds in the Reserve Account until the completed written merchant application and other required documentation is received by EVO. iii. Funds. Funds in the Reserve Account will remain in the Reserve Account for 270 calendar days following the later of termination of this Agreement or the last activity in your account, provided, however, that you will remain liable to EVO and Bank for all liabilities occurring beyond such 270 day period. After the expiration of the 270 day period EVO will provide you with written notification via nationally recognized delivery service advising you that the 270 day period has expired, requesting that you provide EVO with an address where the funds you have remaining in the Reserve Account should be delivered, and stating that in the event you fail to respond to this notification within 30 days, EVO will begin deducting a flat fee of \$95 each month from the funds you have remaining in the Reserve Account. In the event you fail to respond to the notification, the \$95 fee will then be deducted each month from the funds you have remaining in the Reserve Account. This fee will offset the administrative, clerical, legal, and risk management costs incurred by EVO to monitor the funds you have remaining in the Reserve Account beyond the 270 day period, and includes all monthly minimums and any other contractual fees that would ordinarily be assessed against your account pursuant to the terms of this Agreement. You agree that prior to the expiration of the 270 days, you will not use any funds you have in the Reserve Account for any purpose, including but not limited to paying chargebacks, fees, fines, or other amounts you owe to EVO and/or Bank under this Agreement. EVO and Bank (and not Merchant) shall have control of the Reserve Account. iv. Assurance. In the event of a bankruptcy proceeding and the determination by the court that this Agreement is assumable under Bankruptcy Code § 365, as amended from time to time, you must maintain funds in the Reserve Account in an amount satisfactory to EVO and Bank.

C. Recoupment and Set Off. EVO and Bank have the right of recoupment and set-off. This means that they may offset or recoup any outstanding/uncollected amounts owed by you from: (i) any amounts they would otherwise be obligated to deposit into the Designated Account; (ii) any other amounts Bank or EVO may owe you under this Agreement or any other agreement; and (iii) any funds in the Designated Account or the Reserve Account. You acknowledge that in the event of a bankruptcy proceeding, in order for you to provide adequate protection under Bankruptcy Code § 362 to EVO and Bank, you must create or maintain the Reserve Account as required by EVO and Bank, and EVO and Bank must have the right to offset against the Reserve Account for any and all obligations which you may owe to EVO and Bank, without regard to whether the obligations relate to Sales Drafts initiated or created before or after the filing of the bankruptcy petition.

D. Remedies Cumulative. The rights and remedies conferred upon EVO and Bank in this Agreement, at law or in equity, are not intended to be exclusive of each other. Rather, each and every right of EVO and Bank under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

8. Fees and Other Amounts Owed EVO and Bank.

A. Fees and Taxes. You will pay EVO fees for services, forms and equipment in accordance with the rates set forth on the Application. In addition, you will pay EVO a fee for research it performs at your request in an amount equal to \$200 per hour, or \$5 per statement. Such fees will be calculated and debited from the Designated Account once each business day or month for the previous business day's or month's activity or will be netted out from the funds due you attributable to Sales Drafts presented to EVO and Bank. EVO and Bank reserve the right to adjust the fees set forth on the Application and in this Section, in accordance with Section 16.H, below. If you do not have an active account at the time of the request, payment by certified check or money order must be received prior to the release of the requested document copies or research results. You are also obligated to pay all taxes, and other charges imposed by any governmental authority on the services provided under this Agreement. With respect to Visa, Mastercard, Discover, and American Express products, you may elect to accept credit cards or debit/prepaid cards or both. You shall be charged on the Merchant Application being completed contemporaneously herewith. You agree to pay and your account(s) will be collected pursuant to Section 6.A of this Agreement for any additional fees incurred as a result of your subsequent acceptance of transactions with any Visa, Mastercard, Discover, or American Express product that you have elected not to accept.

B. Other Amounts Owed EVO and Bank. You will immediately pay EVO and Bank any amount incurred by EVO and Bank attributable to this Agreement including but not limited to chargebacks, fines and penalties imposed by Visa, Mastercard, Discover, or American Express (including but not limited to fines and penalties related to PCI DSS), non-sufficient fund fees, and ACH debits that overdraw the Designated Account or Reserve Account, or are otherwise dishonored. You authorize EVO and Bank to debit via ACH the Designated Account for any amount you owe EVO or Bank under this Agreement or under any other contract, note, guaranty, instrument or dealing of any kind now existing or later entered into between you and EVO or Bank, whether your obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. In the event EVO or Bank demand sums due or such ACH does not fully reimburse EVO and Bank for the amount owed, you will immediately pay EVO and Bank such amount.

9. Application, Indemnification, Limitation of Liability.

A. Application. You represent and warrant to EVO and Bank that all information in the Merchant Application is correct and complete. You must notify EVO in writing of any changes to the information in the Merchant Application, including but not limited to: any additional location or new business, the identity of principals and/or owners, the form of business organization (i.e. sole proprietorship, partnership, etc.), type of goods and services provided, how sales are completed (i.e. by telephone, mail, recurring payment, installment payment, credentials on file, electronic commerce, or in person at your place of business), and changes to the CARDHOLDER DATA SECURITY, PAYMENT APPLICATIONS & SERVICE PROVIDERS section on page 1 of the Merchant Application including your use of any service provider with access to merchant systems (i.e. QIR) or cardholder data (gateway, hosting provider, shopping cart, or wallet). The notice must be received by EVO within 10 business days of the change by fax, email, or mail.

Fax: 877.792.2571
Email: cs@evopayments.com
Mail: EVO Payments International
320 Cumberland Avenue
Portland, ME 04011

You will provide updated information to EVO within a reasonable time upon request. You are liable to EVO and Bank (as applicable) for all losses and expenses incurred by EVO and/or Bank arising out of your failure to report changes to EVO. Bank and/or EVO may immediately terminate this Agreement upon notification by you of a change to the information in the Merchant Application.

B. Indemnification. You will hold harmless and indemnify EVO and Bank, their employees and agents (i) against all claims by third parties arising out of this Agreement that are based on your acts or omissions or events for which you are responsible, and (ii) for all attorneys' fees and other costs and expenses paid or incurred by EVO or Bank in the enforcement of the Agreement, including but not limited to those resulting from any breach by you of this Agreement and those related to any bankruptcy proceeding.

C. Limitation of Liability. Any liability of EVO or Bank under this Agreement, whether to you party, whatever the basis of the liability, shall not exceed in the aggregate the difference between (i) the amount of fees paid by you to EVO and Bank during the month in which the transaction out of which the liability arose occurred, and (ii) assessments, chargebacks, and offsets against such fees which arose during such month. In the event more than one month is involved, the aggregate amount of EVO and Bank's liability shall not exceed the lowest amount determined in accord with the foregoing calculation for anyone month involved. Neither EVO, Bank nor their agents, officers, directors, or employees shall be jointly liable to you under this Agreement or liable for indirect, special, or consequential damages. Neither EVO nor Bank will be responsible or liable for any damages you incur that arise from a terminal that has been downloaded by a third party.

D. Performance. EVO and Bank will perform all services in accordance with this Agreement. EVO and Bank make no warranty, express or implied, regarding the services, and nothing contained in the Agreement will constitute such a warranty. EVO and Bank disclaim all implied warranties, including those of merchantability and fitness for a particular purpose. No party will be liable to the others for any failure or delay in its performance of this Agreement if such failure or delay arises out of causes beyond the control and without the, fault or negligence of such party. Neither EVO nor Bank shall be liable for the acts or omissions of any third party.

E. Representations By Salespersons. All salespersons are independent contractors, and are not agents, employees, joint venturers, or partners of EVO or Bank. Any and all representations and/or statements made by a salesperson are made by them in their capacity as an independent contractor, and cannot be imputed to EVO or Bank. EVO and Bank have absolutely no liability or responsibility for any representations and/or statements made to you by any sales representative.

10. Representations and Warranties.

You represent and warrant to EVO and Bank at the time of execution and during the term of this Agreement the following:

A. Information. You are a corporation, limited liability company, partnership or sole proprietorship validly existing and organized in the United States. All information contained on the Merchant Application or any other document submitted to EVO or Bank is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant. You are not engaged or affiliated with any businesses, products or methods of selling other than those set forth on the Merchant Application, unless you obtain the prior written consent of EVO and Bank.

B. Entity Power. Merchant and the person signing this Agreement have the power to execute and perform this Agreement. This Agreement and your performance hereunder will not violate any law, or conflict with any other agreement to which you are subject.

C. No Litigation or Termination. There is no action, suit or proceeding pending or to your knowledge threatened which if

decided adversely would impair your ability to carry on your business substantially as now conducted or which would adversely affect your financial condition or operations. You have never entered into an agreement with a third party to perform credit or debit card processing which has been terminated by that third party.

D. Transactions. All transactions are bona fide. No transaction involves the use of a Card for any purpose other than the purchase of goods or services from you nor does it involve a Cardholder obtaining cash from you unless allowed by the Rules and agreed in writing with EVO and Bank. EVO may choose to cancel Merchant's Supply/Replacement Program at any time without notice. This program is non-transferable without written consent. Maintenance is not available for any wireless terminals.

E. Rule Compliance. You will comply with the Laws and Rules. Without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, Mastercard, Discover, American Express, and any other Payment Card Network related to cardholder and transaction information security, including, without limitation Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program (CISP), Mastercard's Site Data Protection Program (SDP), American Express' Merchant Data Security Requirements (MDSR), and Payment Application Best Practices.

11. Audit and financial information.

A. Audit. You authorize EVO or Bank to audit your records to confirm compliance with this Agreement, as amended from time to time. You will obtain, and will submit a copy of, an audit of your business when requested by EVO or Bank.

B. Financial Information. i. Authorizations. You authorize EVO or Bank to make any business or personal credit inquiries they consider necessary to review the acceptance and continuation of this Agreement. You also authorize any person or credit reporting agency to compile information to answer, those credit inquiries and to furnish that information to EVO and Bank. ii. Documents. You will provide EVO or Bank business financial statements and other financial information as requested from time to time. If requested, you will furnish within 120 calendar days after the end of each fiscal year to EVO and Bank a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

12. Third Parties.

A. Services. You may be using special services or software provided by a third party to assist you in processing transactions, including authorizations and settlements, or accounting functions. You are responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure you have and comply with any software updates. EVO and Bank have no responsibility for any transaction until that point in time EVO or Bank receive data about the transaction.

B. Use of Terminals Provided by Others. You will notify EVO and Bank immediately if you decide to use electronic authorization or data capture terminals or software provided by any entity other than EVO and Bank or its authorized designee ("Third Party Terminals") to process transactions. If you elect to use Third Party Terminals or payment software provided by others you agree (i) the third party providing the terminals will be your agent in the delivery of Card transactions to EVO and Bank; and (ii) to assume full responsibility and liability for any failure of that third party to comply with the Rules and this Agreement. Neither EVO nor Bank will be responsible for any losses or additional fees incurred by you as result of any error by a third party agent, or a malfunction of your credit card terminal, including but not limited to Third Party Terminals.

13. Term and Termination.

A. Term. This Agreement shall become effective (the "Effective Date") only upon acceptance by EVO and Bank, or upon the submission of a transaction by you to EVO, whichever event shall occur first. The Agreement will remain in effect until terminated in the manner set forth below.

B. Termination. This Agreement may be terminated by Merchant on sixty (60) days prior written notice to EVO. This Agreement may be terminated by Merchant immediately upon written notice to EVO within sixty (60) days from the Effective Date. This Agreement may be terminated by EVO or Bank at any time with or without notice and with or without cause. Visa may limit or terminate this Agreement at any time.

C. Action upon Termination. i. Terminated Merchant File. You acknowledge that Bank is required to report your business name and the name of Merchant's principals to Visa, Mastercard, Discover, and American Express when Merchant is terminated due to the reasons listed in the Rules. ii. Designated Account. All your obligations regarding accepted Sales Drafts will survive termination. You must maintain in the Designated Account and the Reserve Account enough funds to cover all chargebacks, deposit charges, refunds and fees incurred by you for a reasonable time, but in any event not less than the time specified in this agreement. You authorize EVO and Bank to charge those accounts, or any other Merchant account maintained under this Agreement, for all such amounts. If the amount in the Designated Account or Reserve Account is not adequate, you will pay EVO and Bank the amount you owe it upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. iii. Equipment. Within 14 business days of the date of termination, you must return all equipment owned by EVO and immediately pay EVO, any amounts you owe them for equipment costs. iv. Improper Termination and Breach. If you terminate this Agreement in any manner other than as set forth in Sections 13.B or 16.H, or if EVO or Bank terminates this Agreement based upon your failure to comply with any of the Terms and Conditions contained herein, you will immediately pay to EVO, as liquidated damages, a closure fee in an amount equal to \$395, or the closure fee set forth on the attached schedule of General Fees, whichever is less. You agree that this closure fee is not a penalty, but rather is reasonable in light of the financial harm caused by your improper termination of this Agreement.

14. Compliance With Laws And Rules.

You agree to comply with all rules and operating regulations issued from time to time by Mastercard, Visa, Discover, and American Express ("Rules"), and any policies and procedures provided by EVO or Bank. You further agree to comply with all applicable state, federal and local laws, rules and regulations ("Laws"), as amended from time to time. You will assist EVO and Bank in complying with all Laws and Rules now or hereafter applicable to any Card transaction or this Agreement. You will execute and deliver to EVO and Bank all instruments it may from time to time reasonably deem necessary. Without limiting the generality of the foregoing, you agree to comply with and be bound by the rules and regulations of Visa, Mastercard, Discover, American Express, and any other Payment Card Network related to cardholder and transaction information security, including without limitation, Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and American Express' Merchant Data Security Requirements. You agree to cooperate at your sole expense with any request for an audit or investigation by EVO, Bank, a Payment Card Network in connection with cardholder and transaction information security. You may also be assessed a monthly or annual PCI fee, which will appear as a separate item on your monthly statement. This fee is assessed by EVO in connection with EVO's efforts to comply with the PCI DSS and does not ensure your compliance with the PCI DSS or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve you of your responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI DSS. Without limiting the generality of the foregoing, you agree to use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. You will indemnify and hold EVO and Bank harmless from any fines and penalties issued by Visa, Mastercard, Discover, American Express, or any Payment Card Network and any other fees and costs arising out of or relating to the processing of transactions by EVO and Bank at your location(s) and will reimburse EVO and Bank for any losses incurred by EVO with respect to any such fines, penalties, fees and costs. You also agree that you will comply with all applicable laws, rules and regulations related to the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at your location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws"). As between you, on the one hand, and EVO and Bank, on the other hand, you shall be solely responsible for complying with all Truncation Laws to the extent allowed by law and will indemnify and hold EVO and Bank harmless from any claim, loss or damage resulting from a violation of Truncation Laws as a result of transactions processed at your location(s).

A. Prohibited Transactions. You will not accept or deposit any fraudulent or illegal transaction and you may not, under any circumstances, present for deposit directly or indirectly, a transaction which originated with any other merchant or any other source. You will not accept a Card to collect a dishonored check, for the purchase of script, or to refinance an existing debt that has been deemed uncollectible. You will not, under any circumstances, deposit telemarketing transactions unless you obtain Bank and EVO's prior written consent. Such consent will be subject to Bank's final approval. If you process any such transactions, you may be immediately terminated and EVO or Bank may hold funds and/or increase the amount allocated to the Reserve Account and/or deduct from the amount of provisional credit that would otherwise be allocated to you. Further, you may be subject to Visa, Mastercard or Discover reporting requirements.

B. Merchant Prohibitions. You will not require the completion of any postal instrument on which the card account number, card expiry date, cardholder signature, or any other card account data is in plain view when mailed. You will not add sales or use tax to transactions unless permitted by applicable law. If added, it must be included in the transaction amount and not collected separately.

15. Use of Trademarks and Confidentiality.

A. Use of Trademarks. Your use of Visa, Mastercard, Discover, and American Express trademarks must fully comply with the Rules. Your use of Visa, Mastercard, Discover, American Express, or other cards' promotional materials will not indicate directly or indirectly that Visa, Mastercard, Discover, American Express, or others endorse any goods or services other than their own and you may not refer to Visa, Mastercard, Discover, American Express, or others in stating eligibility for your products or services.

B. Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). You are prohibited from using the Discover Program Marks other than as expressly authorized in writing. You shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to you pursuant to this Agreement or otherwise approved in advance in writing. You may use the Discover Program marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by you must be approved in advance in writing. You shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by you are sponsored or guaranteed by the owners of the Discover Program Marks. You recognize that you have no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

C. Confidentiality. i. Cardholder Information. You will not disclose to any third party Cardholders' account information or other personal information except to an agent of yours assisting in completing a Card transaction, or as required by law. You must destroy all material containing Cardholders' account numbers, Card imprints, Sales Drafts, credit vouchers and (except for Sales Drafts maintained in accordance with this Agreement, Laws, and the Rules). Further, you must take all steps reasonably necessary to ensure Cardholder information is not disclosed or otherwise misused. ii. Prohibitions. You will not use for your own purposes, will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of EVO and Bank (including without limitation the terms of this Agreement), and will safeguard such information and data by using the same degree of care that you use to protect your own confidential information. iii. Disclosure. You authorize EVO and Bank to disclose your name and address to any third party who requests such information or otherwise has a reason to know such information.

D. Return to EVO. All promotional materials, advertising displays, emblems, Sales Drafts, credit memoranda and other forms supplied to you and not purchased by you or consumed in use will remain the property of EVO and Bank and will be immediately returned to EVO upon termination of this Agreement. You will be fully liable for all loss, cost, and expense suffered or incurred by EVO and Bank arising out of the failure to return or destroy such materials following termination.

16. General Provisions.

A. Entire Agreement. This Agreement, as amended from time to time, including the Rules and the completed Merchant Application, all of which are incorporated into this Agreement, constitute the entire agreement among the four parties hereto (other than any prior agreements to which Merchant is not a party), and all prior or other agreements to which Merchant is a party or representations, written or oral, made to Merchant are superseded. This Agreement may be signed in one or more counterparts, all of which, taken together, will constitute one agreement.

B. Exclusivity. During the period of time that this Agreement is in effect, the department using the services will not enter into an agreement with any other entity that provides credit card or debit card processing services similar to those provided by EVO and Bank as contemplated by this Agreement without EVO and Bank's prior written consent.

C. Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Any alteration or strikeover in the text of this pre-printed Agreement will have no binding effect, and will not be deemed to amend this Agreement. This Agreement may be executed by facsimile, and facsimile copies of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals. In the event of any conflict or inconsistency between the provisions of this Agreement, on one hand, and any federal, state or local statute or regulation, on the other hand, the provisions of such federal, state or local statute or regulation shall take precedence to the extent of any such conflict or inconsistency.

D. Assignability. This Agreement may be assigned by EVO or Bank but may not be assigned by Merchant directly or by operation of law, without the prior written consent of EVO and Bank. Any such assignment in breach of this provision shall be null and void, ab initio. If Merchant nevertheless assigns this Agreement without the consent of EVO and Bank, the Agreement shall be binding upon the assignee. Bank will be immediately informed in writing of any such assignment.

E. Notices. Any written notice under this Agreement will be deemed received upon the earlier of: (i) actual receipt or (ii) five calendar days after being deposited in the United States mail, and addressed to the last address shown on the records of the sender.

F. Bankruptcy. You will immediately notify EVO and Bank (i) of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against Merchant or any of its principals and (ii) if it could reasonably be expected that any such action or proceeding will be initiated by or against Merchant or any of its principals. You will include EVO and Bank on the list and matrix of creditors as filed with the Bankruptcy Court whether or not a claim may exist at the time of filing. Failure to comply with either of these requirements will be cause for immediate termination or any other action available to EVO and Bank under applicable Rules or Law.

G. Choice of Law/Attorney's Fees/Venue/Jury Trial Waiver. Should it be necessary for EVO or Bank to defend or enforce any of its rights under this Agreement in any collection or legal action, you agree to reimburse EVO and/or Bank, or any agent acting on their behalf, as applicable, for all costs and expenses including reasonable attorney's fees, as a result of such collection or legal action. Without limiting the generality of the foregoing, you agree to reimburse EVO and/or Bank, or any agent acting on their behalf, as applicable, for all costs and expenses, including reasonable attorney's fees, incurred by EVO, Bank or their agent in any action arising out of, relating to, or in connection with this Agreement, without regard to whether there has been an adjudication on the merits in any such action. You waive trial by jury with respect to any litigation arising out of, relating to, or in connection with this Agreement. EVO, Bank, you, and Guarantor agree that any and all disputes or controversies of any nature whatsoever

(whether in contract, tort or otherwise) arising out of, relating to, or in connection with (i) this Agreement, (ii) the relationships which result from this Agreement, or (iii) the validity, scope, interpretation or enforceability of the choice of law and venue provisions of this Agreement, shall be governed by the laws of the State of New York, notwithstanding any conflicts of laws rules (other than NY General Obligations Law Section 5-1401), and shall be resolved, on an individual basis without resort to any form of class action and not consolidated with the claims of any other parties. EVO, Bank, you, and Guarantor agree that all actions arising out of, relating to, or in connection with (a) this Agreement, (b) the relationships which result from this Agreement, or (c) the validity, scope, interpretation or enforceability of the choice of law and venue provisions of this Agreement shall only be brought in either the courts of the State of New York sitting in Suffolk County or in the United States District Court for the Eastern District of New York, and hereby irrevocably and unconditionally submit to the personal jurisdiction of those courts in any such action.

H. Amendments. EVO will notify you on your monthly statement of any amendments to this Agreement, including any new or increased fees (collectively an "Amendment"). Except for any fee increases imposed by Visa, Mastercard, Discover, American Express or any other credit or debit network, you may cancel the Agreement without charge if you object to any Amendment in writing within 30 days after notice thereof from EVO. If you do not object during this 30-day period, you will be deemed to assent to the Amendment.

I. Severability and Waiver. If any provision of this Agreement is illegal, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal provision is not contained in the Agreement. Neither the failure nor delay by EVO or Bank to exercise, or partial exercise of, any right under this Agreement will operate as a waiver or estoppel of such right, nor shall it amend this Agreement. All waivers must be signed by the waiving party.

J. Independent Contractors. EVO, Bank and Merchant will be deemed independent contractors and will not be considered agent, joint venture or partner of the other, except as provided in 6.C and 7.A(ii).

K. Employee Actions. You are responsible for your employees' actions while in your employment.

L. Survival. Sections 4.A, 4.B, 6, 7, 8, 9, 13.C, 15, and 16.G will survive termination of this Agreement.

M. No Third Party Beneficiaries. Except as set forth in Section 13 (B), nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any provision contained herein.

17. E-statements.

A. Merchant Account Statement and IRS Form 1099K. Upon opening a merchant processing account you will automatically have access to your monthly merchant account statement electronically (an "E-statement") by viewing it on line. Your annual IRS Form 1099K ("Form 1099K") will be provided in the same manner as your monthly statement. This Agreement governs the electronic availability of your E-statement and Form 1099K. You agree to abide by the terms and conditions stated herein, and to access E-statements, Form 1099Ks, as well as all notices and initial and future disclosures regarding your E-statement and Form 1099K online. You acknowledge that by the fifth business day of each month, your E-statement will be available online. You will be notified via e-mail of the website where you can access your E-statement and Form 1099K. Your E-statement and Form 1099K will be accessible only through a secure Log In screen which requires the use of a unique User ID and Password. You understand that you will not receive a monthly merchant account statement or annual Form 1099K by U.S. postal mail, and that making your E-statement and Form 1099K available online constitutes EVO's compliance with delivery of your monthly merchant account statement and annual Form 1099K. You can print the E-statement and Form 1099K or save the file to your computer's hard drive or other disk in order to retain a copy of the E-statement and/or Form 1099K. Your E-statement can be accessed through the E-statement link for six consecutive months from the date the E-statement is first made available. Your Form 1099K can be accessed through the website for 3 years from the date that it is first made available. You further agree to receive all initial and periodic account disclosure information in an electronic format. All such disclosures shall be provided in a clear, conspicuous manner that you can print and/or save using the hardware and software specified below. You are also entitled to obtain a paper copy of all disclosures, E-statements and Form 1099Ks upon written request, however such a request does not constitute a withdrawal of consent to receive monthly E-statements and electronic disclosures and Form 1099Ks. You will be charged a fee of \$2.95 per month for EVO providing paper copies of disclosures and E-statements. Paper copies of 1099Ks will be provided upon request without charge. On condition that you have elected to obtain paper copies of all disclosures, E-statements and Form 1099Ks, you may withdraw your consent to receive such documentation electronically, or change your email address, upon 30 days written notice to EVO. Please note that a withdrawal of consent does not apply to a disclosure, E-statement or electronic Form 1099K that was furnished before the date on which the withdrawal of consent becomes effective. PC Requirements: Viewing your E-statement or Form 1099K on line requires a personal computer with Adobe Acrobat and internet access through a standard web browser. The product version levels must be supported by the respective vendors (i.e., Adobe, Apple, Mozilla, and Microsoft). EVO is not obligated to ensure that your E-statements or Form 1099Ks are accessible through outdated vendor products. In the event you are unable to access any of the information that has been made available by EVO in electronic format, it is your obligation to notify EVO in writing immediately.

B. Reporting Of Errors. You must promptly view all E-statements, and immediately notify EVO in writing of any errors. Your written notice must include: (i) Merchant name and account number; (ii) the dollar amount of the asserted error; (iii) a description of the asserted error; and (iv) an explanation of why you believe an error exists and the cause of it, if known. That written notice must be received by EVO within 30 calendar days after the E-statement containing the asserted error is first made available. Your failure to notify EVO of any error within 30 days constitutes a waiver of any claim relating to that error. You may not make any claim against EVO for any loss or expense relating to any asserted error for 60 calendar days immediately following EVO's receipt of your written notice. During that 60 day period, EVO will be entitled to investigate the asserted error and we will notify you of the results of our investigation.

C. Miscellaneous. EVO shall not be responsible for: (i) consequential or incidental damages caused by services performed by EVO, its agents, or your Internet Service Provider ("ISP"); (ii) damages arising from unauthorized access to E-statement services; or (iii) any costs associated with updating, modifying or terminating your software or hardware. EVO may change, suspend, or terminate all or any aspect of this service upon written notice to you.

18. Electronic Signatures.

Under the Electronic Signatures in Global and National Commerce Act ("E-Sign"), this Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Agreement and related documents, (b) you consent and intend to be bound by the Agreement and related documents, and (c) the Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign. By pressing Submit, you agree: (i) that the Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Agreement and related documents, (iii) that you have the ability to print or otherwise store the Agreement and related documents, and (iv) to authorize EVO or Bank to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

MEMBER BANK INFORMATION

Deutsche Bank AG, New York branch - 60 Wall Street, New York, New York 10005 • COMPL.Card_Acquiring@list.DB.com • Debit sponsorship provided by Bay Bank MD

Terminal / Download Request Form



Merchant DBA Name	MID	Sales Professional Name	Sales ID
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SHIPPING / TRAINING INFORMATION	NO P.O. BOXES*	BILLING INFORMATION (IF APPLICABLE)	DO NOT USE THIS SECTION FOR SET UP/APPLICATION FEES																														
Sales Professional* Merchant DBA Address <i>** PED/PTS Devices encrypted by NP must have an associated MID prior to shipping</i> Other: _____ Equipment Shipping Method <i>(welcome kits will ship USPS unless indicated differently in the additional notes section below)</i> UPS Next Day UPS 2-Day UPS 3-Day Select UPS Ground (2-5 days) default <i>* Visit ups.com for estimated shipping charges. Default is Sales Professional. Sales Professionals liable for lost equip.</i>		Payment Method for Products Being Purchased (listed below) Bill Sales Professional Bill Merchant <i>* All equipment to be deployed must be listed in top section of form.</i> Shipping Cost Payment Method <table><tr><td>Pass through actual shipping cost to Merchant</td><td>Pass through actual shipping cost to Sales Professional</td></tr></table> <table><thead><tr><th>QTY</th><th>Description of Product(s) being purchased</th><th>Unit Price</th><th>Amount Due</th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td colspan="3"></td><td>Total Due Upfront _____</td></tr><tr><td colspan="3"></td><td>Monthly Amount Due _____</td></tr></tbody></table>		Pass through actual shipping cost to Merchant	Pass through actual shipping cost to Sales Professional	QTY	Description of Product(s) being purchased	Unit Price	Amount Due	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____				Total Due Upfront _____				Monthly Amount Due _____
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Additional Notes:

Print Name / Title	Signature <i>(signing above authorizes MunicipiPAY to electronically debit the merchant checking account for the total amount due.)</i>	Date
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RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
AN INTER-MUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH
TO ACCEPT FUNDING IN THE AMOUNT OF \$8,076.60
TO COMPLETE THE EXPLOSIVE DETECTION CANINE VEHICLE**

WHEREAS, by Resolution No. 128 - 2018 of May 14, 2018, the City Council of the City of Newburgh authorized the City Manager to apply for and accept if awarded a New York State Division of Homeland Security and Emergency Services 2017 Explosive Detection Canine Team Grant in an amount not to exceed \$50,000.00 for the City of Newburgh Police Department; and

WHEREAS, the cost of outfitting the canine vehicle exceeded the grant funding available under the 2017 Explosive Detection Canine Team Grant and the City has no additional funding for this purpose; and

WHEREAS, the Orange County Sheriff's Office has funding in the amount of \$8,076.60 for City of Newburgh Police Department to complete the canine vehicle; and

WHEREAS, this Council has determined that accepting such funding from the Orange County Sheriff's Office and entering into an inter-municipal agreement 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/City Manager be and he is hereby authorized to enter into an inter-municipal agreement with the County of Orange to accept funding in the amount of \$8,076.60 for the City of Newburgh to complete the Explosive Detection Canine vehicle.



ORANGE COUNTY SHERIFF'S OFFICE

110 WELLS FARM ROAD GOSHEN, NEW YORK 10924-6740
845-291-4033 FAX: 845-294-1590



SHERIFF CARL E. DUBOIS

KENNETH T. JONES
UNDERSHERIFF

ANTHONY J. WEED
ASSISTANT UNDERSHERIFF

DENNIS D. BARRY
CHIEF DEPUTY

ANTHONY M. MELE
CORRECTIONS ADMINISTRATOR

WWW.ORANGECOUNTYGOV.COM

March 11, 2019

Dear Chief Douglas Solomon,

Please be advised that in response to your request for financial aid in the completion of the DHSES EDC Vehicle upfitting, the Orange County Sheriff's Office shall be able to assist you. The Orange County Sheriff's Office, upon completion of an Inter-Municipal Agreement, shall render the requested \$8,076.60 to the City of Newburgh Police Department, under the 2016 State Law Enforcement Terrorism Prevention Program. This funding comes from DHSES, and must be used for the remaining balance of the Electronic Detection Canine vehicle. It has been previously assured to our Office that no other funding had been procured for this project, and without this funding, the project would not be complete.

As always, our Office looks forward to continued work with your agency, and we are happy to continue to foster this harmonious relationship.

Respectfully,

Chief Dennis Barry

~ A C C R E D I T A T I O N S ~



RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY DEPARTMENT OF HEALTH
HEALTHY ORANGE INTERVENTIONS PROGRAM GRANT IN AN AMOUNT
NOT TO EXCEED \$2,000.00 REQUIRING NO CITY MATCH FOR THE
HEALTHY ORANGE BASKETBALL PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Department of Health Healthy Orange Interventions Program (“Healthy Orange”) is seeking applications from schools, worksites, community groups and organizations that would like to participate in Healthy Orange interventions; and

WHEREAS, Healthy Orange is an initiative through the Orange County Department of Health that addresses three simple but vital issues of improved nutrition, increased physical activity and movement, and a tobacco-free lifestyle to improve the overall health of Orange County residents; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded grant funding from the Orange County Department of Health for the Healthy Orange Program in an amount not to exceed \$2,000.00 requiring no City match; and

WHEREAS, the City will implement a Jr. NBA Basketball Program which is a 7-week developmental basketball league for boys and girls in grades K-6 beginning on June 24 through August 2, 2019; and

WHEREAS, the funding will be used to purchase game jerseys; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Department of Health Healthy Orange Interventions Program Grant in an amount not to exceed \$2,000.00 requiring no City match for the Recreation Department Healthy Orange Basketball 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.

COUNTY OF ORANGE

Request for Applications for Healthy Orange Interventions

I. INTRODUCTION

A. The County of Orange ("County"), by and through its Department of Health's Healthy Orange Program ("Healthy Orange"), is seeking applications from schools, worksites, community groups, and/or organizations that would like to participate in Healthy Orange interventions.

B. For consideration of a contract award under this Request for Applications ("RFA"), an application consisting of (1) Application Cover Sheet (included in this RFA), (2) narrative describing in detail the proposed intervention project, (3) narrative describing in detail the plan for monitoring and evaluating the proposed intervention project, (4) Orange County Department of Health Healthy Orange Action Plan (Exhibit A to this RFA), (5) Orange County Department of Health Healthy Orange Budget Template (Exhibit B to this RFA), and (6) narrative budget justification must be submitted to the attention of Danielle Moser with the subject line "**RFA for Healthy Orange Interventions**" via email to dmoser@orangecountygov.com or via facsimile to (845) 568-5344, **by no later than 4:00 p.m., prevailing time, on Friday, April 19, 2019.**

II. GENERAL INFORMATION

A. Procurement Lobbying Law Restricted Period for Communications: Pursuant to New York State Finance Law §139-j and §139-k, this RFA includes and imposes certain restrictions on communications between the County and an applicant during the procurement process. An applicant is restricted from contacting other than designated staff from the earliest notice of intent to solicit applications through final award and approval of the procurement contract by the County Executive ("Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in New York State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the Restricted Period. The designated staff contact is Danielle Moser, telephone number (845) 360-6680. Applicants responding to this RFA must familiarize themselves with these New York State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Application Cover Sheet included in this RFA.

B. Pay-to-Play Law: Please be advised that this RFA is subject to Orange County Local Law 13 of 2013, as amended, known as the "Pay-to-Play Law." Pay-to-Play Forms will be made available with this RFA. Form A must be included with all applications submitted in response to this RFA; Form B will be required only if an applicant is awarded a contract pursuant to this RFA. Applicants who fail to submit Form A will not have their applications considered. Form B is required for execution of a contract by the County.

C. Questions: Questions can be submitted in writing to Danielle Moser via email at dmoser@orangecountygov.com or by facsimile at (845) 568-5344 by no later than 4:00 p.m. on March 22, 2019.

D. Term: The County anticipates that the term of any contract awarded pursuant to this RFA will be for a period of approximately nine (9) months. However, the County may unilaterally extend such term if necessary to fully complete the proposed intervention project upon the same terms and conditions as set forth in the contract resulting from this RFA.

E. Insurance Requirements: During the term of any contract resulting from this RFA, or longer if required, each successful applicant shall maintain, at its expense, Workers' Compensation, disability, and liability insurance policies of the types and minimum coverages specified in the contract form included with this RFA. Certificates of insurance evidencing each successful applicant's compliance with these requirements will be required prior to execution of a contract by the County.

F. Submission of Applications: The items checked below must accompany all applications submitted in response to this RFA:

- ☒ Application Cover Sheet from this RFA
- ☒ All items listed in Section L of this Article II entitled "Application Submission Requirements"
- ☒ Supplier Application Packet (required prior to contract if applicant has not contracted with the County in the last twelve (12) months under its current business entity name and identification number). The Supplier Application Packet is not included in this RFA but is available at:
http://www.orangecountygov.com/filestorage/124/1332/1392/Supplier_Application_Packet.pdf

G. Anticipated Timeline:

Request for Applications Circulated:	March 12, 2019
Questions Due:	March 22, 2019
Applications Due:	April 19, 2019
Applicant(s) Selected:	On/about the week of April 22, 2019

H. Specifications:

1. Healthy Orange is seeking applications from schools, worksites, community groups, and/or organizations that would like to participate in Healthy Orange interventions. The applications are intended to act as a catalyst for the development and implementation of community action plan objectives that will lead to policy, system, and/or environmental changes in representative sectors of Orange County including community-based institutions, worksites, schools, health care facilities, and the community at-large.

2. The following are **suggestions** for intervention project types which are eligible for 2019 Healthy Orange intervention contract awards under this RFA:

- (a) Establishing public or privately owned concession stands offering healthier food and beverage options.
- (b) Planning and instituting a cafeteria "make-over" which can include, but is not limited to, improving food choices, signage, enhanced environmental aesthetics, or additional equipment purchases.
- (c) Increasing the opportunity for physical activity before, during, and after the school or work day. This may include, but is not limited to, providing activity equipment, appropriate curriculum/training/education, bike racks, walking programs, and signage.
- (d) Implementing a community supported agriculture (also referred to as "CSA") share program available to community members and/or employees.
- (e) Establishing a walking path or trail, or a fitness room at a school or workplace.

- (f) Creating joint-use policies for running track, walking paths, fitness rooms, pools, etc.
- (g) Implementing street calming measures (e.g. traffic lights, pedestrian crossings).
- (h) Creating materials and activities related to “complete streets” resolutions or policies.
- (i) Creating materials and activities related to updated food standards and/or procurement policies that increase healthy foods in community sites and settings.

3. **Organizational policy changes must accompany interventions.** All proposed intervention projects must include Healthy Orange goals of more physical activity and having better nutrition choices. Proposed intervention projects will be assessed based on the largest number of community members reached.

I. Contract Awards:

1. Contract awards under this RFA are available in funding amounts ranging from \$500.00 to \$2,000.00. The minimum and maximum amounts stated herein are an approximation; actual contract awards may be less or more. Each application must include a detailed budget using the Budget Template included with this RFA (Exhibit B to this RFA) and a narrative justification for said budget. Contract funds cannot be used to pay salary of staff, mileage, or any other accrued personnel costs. Contract funds will be paid on a reimbursement basis only (see Section M of this Article II below for information regarding the procedure for reimbursement).
2. Each successful applicant awarded a contract under this RFA agrees to execute a contract in substantially the same form as included with this RFA in the timeframe, if any, indicated in this RFA. The terms and conditions of this RFA together with the application submitted by each successful applicant in response to this RFA will be incorporated into, and made part of its respective contract.

J. Eligible Applicants:

1. Applicants must be partners who have previously participated in Healthy Orange interventions and coalition activities, or those who are interested in future participation in these activities. Active participation in one of these activities will be a condition of any contract awarded pursuant to this RFA.
2. The “Healthy Orange Team” (“Team”) is the leadership branch of Healthy Orange. The Team meets annually in Goshen to identify and plan chronic disease prevention related interventions in, and around Orange County. The Team also has branch meetings in Newburgh, Middletown, and Port Jervis, which meet quarterly.
3. For more information on participating in any of the above activities contact:
 Danielle Moser, Senior Public Health Educator
 Orange County Department of Health, Community Health Outreach
 130 Broadway, Newburgh, New York 12550
 Tel. No.: (845) 360-6680

K. Selection Process:

1. Applications submitted in response to this RFA will be reviewed by the County’s Department of Health. Applications will be ranked according to the selection criteria set forth below. All applications scoring at least

ninety (90) points will be considered and contract awards may be made to each consecutive highest scoring application until the Healthy Orange budget maximum has been reached.

2. The award of any contract pursuant to this RFA may be made to the responsible, responsive applicant(s) whose application(s) is/are determined to be in the best interest of the County and in accordance with New York General Municipal Law §104-b, taking into consideration the following criteria:

(a) Degree to which the proposed intervention project will contribute to policy, systems or environmental change in the selected community in Orange County **(0-15 points)**;

(b) Degree to which the proposed intervention project reduces the burden of at least one (1) of the following diseases/conditions: (i) obesity, (ii) diabetes, or (iii) cardiovascular disease **(0-20 points)**;

(c) Degree to which the proposed intervention project addresses at least one (1) of the following risk factors: (i) physical inactivity, (ii) poor nutrition, or (iii) cardiovascular disease **(0-20 points)**;

(d) Degree to which evidence-based support indicates effectiveness of proposed intervention project (all proposed intervention projects must have some level of evidence-based support) **(0-15 points)**;

(e) Anticipated degree in reduction of health disparities by the proposed intervention project **(0-15 points)**; and

(f) Degree to which objectives of the proposed intervention project are specific, measurable, achievable, realistic, and time-based (“SMART”) **(0-15 points)**.

L. Application Submission Requirements:

1. Application Cover Sheet (included in this RFA) – Completed and signed by applicant.

2. Intervention Description Narrative – Describe, using one (1) page or less on applicant letterhead, the proposed intervention project in detail and how it incorporates evidence-based information that will lead to **sustainable** change in the form of policy, systems, and/or environmental changes.

3. Monitoring and Evaluation – Describe in detail how applicant would self-monitor implementation and evaluate your goals and objectives for the proposed intervention project. Each application must include a plan to monitor implementation and measurements for evaluation. The County’s Department of Health will also conduct an evaluation and monitoring plan that will continue for up to one (1) year after contract funding is accepted by each successful applicant.

4. Healthy Orange Intervention Action Plan (Exhibit A to this RFA) – To be completed as follows:

(a) Determine policy/system/environmental goal(s);

(b) Create at least one (1) SMART objective;

(c) List main activities that will be developed and implemented to achieve the stated goal and objective(s);

- (d) Indicate the timeline for completion of major activities; and
- (e) Identify key staff or partners.

5. Healthy Orange Budget Template (see Exhibit B to this RFA) – To be completed as follows:

- (a) Indicate specific line items;
- (b) Provide dollar amount per line item; and
- (c) Provide anticipated in-kind contributions and/or leveraged resources (**Note-** each applicant is encouraged to match at least twenty (20%) percent of total amount awarded through in-kind or other contributions).

6. Narrative Budget Justification – Consisting of one (1) page or less on applicant letterhead.

7. Pay-to-Play Documentation – All applications must include the completed Pay-to-Play Form A (attached to this RFA). Government entities and school districts are exempt from the Pay-to-Play laws; therefore, applications from such entities do not require Pay-to-Play forms.

8. Disclosure of Prior Non-Responsibility Determinations – All applicants must submit a completed Disclosure of Prior Non-Responsibility Determinations Form (attached to this RFA).

M. Claim Process:

1. Once the contract process has been completed, each successful applicant will receive a purchase order which must be submitted with all original receipts or invoices reflecting the purchases made in furtherance of the proposed intervention project for reimbursement to:

Danielle Moser, Senior Public Health Educator
Orange County Department of Health
130 Broadway
Newburgh, New York 12550

2. All documents for reimbursement must be received by December 31, 2019 unless otherwise indicated in the contract resulting from this RFA.

[Remainder of Page Left Intentionally Blank]

APPLICATION COVER SHEET

Request for Applications for Healthy Orange Interventions

Business Name:

Business Address:

Contact Person:

Name: _____ Phone: _____

Title: _____ Fax: _____

Email: _____

Does this business have a Minority/Women's Business Enterprise (M/WBE), disadvantaged or small business status? ____ Yes ____ No

If yes, please list the designation(s) and the certifying entity (ties): _____

The undersigned proposes to furnish and deliver the services described in the Request for Applications for Healthy Orange Interventions and the responding application to the County of Orange. The individual submitting this application on behalf of the business entity noted above certifies by his/her signature below that:

- he/she understands and has complied with the requirements of New York State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period;
- he/she has read and understood the full Request for Applications cited above; and
- he/she is duly authorized to submit the application on behalf of the business entity noted above.

Additionally, by submission of this application, the individual signing on his/her own behalf or on behalf of the business entity noted above certifies, and in the case of a joint application each party thereto certifies as to its own organization, under penalty of perjury, that the individual or business entity submitting this application has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of New York Labor Law §201-g.

By: _____

Date: _____

Name: _____

Title: _____



Orange County Department of Health Healthy Orange Action Plan



SMART Objective 1:

<u>Major Activities</u>	<u>Actions</u>	<u>By When</u> (mm/yy)	<u>By Whom</u>



Budget Item	Budget Item Cost:	Amount Requested:	In kind Contribution:*
TOTAL	\$	\$	\$

Attachment B



COUNTY OF ORANGE / Department of General Services

STEVEN M. NEUHAUS
County Executive

255-275 MAIN STREET, PO BOX 218
GOSHEN, NEW YORK 10924
TEL: (845) 291-2792
FAX: (845) 360-7206

TO: Potential Contractors with Orange County, NY
FROM: James Burpoe, Commissioner of General Services
DATE: June 19, 2017
RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, as amended, and known as "Pay-to-Play", which prohibits the making of certain contracts with entities or persons which have made campaign contributions on or after January 1, 2014 above a certain level to County Legislators, the County Executive, the Sheriff, the District Attorney, or the County Clerk, if that contract must be approved or voted on by such individual.

Exemptions from the Pay-to-Play law:

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

For those contracts Pay-to-Play applies to, prior to awarding a contract, the law requires the County to run various names associated with your "Professional Business Entity" (as defined in Section 2(d) of the law), through a campaign donor database to confirm that campaign contributions from the Professional Business Entity were not in excess of those permitted by Pay-to-Play. To accomplish this, you will need to supply particular information to the County relative to your Professional Business Entity.

Please return FORM A with your quote/bid/proposal/qualifications/application/etc.. This is the form which discloses information about your Professional Business Entity. Please know that if a disqualifying campaign contribution was made, that can be cured by requesting, and receiving, a return of the excess contribution within thirty (30) days of the date of the request.

If you are awarded a contract, please sign and return with your signed contract, **FORM B** – a Campaign Contribution Statement.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792 or visit <http://orangecountygov.com/content/124/1332/1392/default.aspx>.

FORM A

TO BE RETURNED WITH QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/ETC.

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, **except:**

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

The definition of Professional Business Entity under the law is: "an individual, person, firm, corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a Professional Business Entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity. The term Professional Business Entity does not include a political subdivision of the state of New York (i.e., municipalities), school districts, state and/or federal governments."

Please provide the following information AS APPLICABLE to your Professional Business Entity. Please attach additional pages as necessary and note the attachment in the response below:

1. The name and business address of your Professional Business Entity (if your business is a partnership, limited liability partnership or joint venture, please list all partners and Entity names and addresses):

2. If your entity is a Corporation or Business Trust, list the names and addresses of owners of 10% or more of the equity:

3. If your Entity is a Corporation, Professional Corporation, Limited Liability Company or Business Trust, list all officers' names and addresses (include for each Entity in a joint venture):

4. The name(s) and address(es) of any subsidiary directly controlled by your Professional Business Entity are:

Signature

Date

Print Name

Title

FORM B - CAMPAIGN CONTRIBUTIONS STATEMENT

MUST BE SUBMITTED PRIOR TO EXECUTION OF A CONTRACT BY THE COUNTY.

This sworn (or affirmed) statement is made under penalty of perjury.

_____ being duly sworn, deposes and says:
(Print Signatory's Name)

1. I am making this affidavit as part of the contractual obligation between the Professional Business Entity (as defined by Section 2(d) of the Orange County, New York "Pay-to-Play" local law) identified below, and the County of Orange New York ("County").
2. I acknowledge that I am signing this affidavit on behalf of the Professional Business Entity identified below.
3. I understand that this is an affidavit sworn to under penalty of perjury and, if false, may lead to criminal and/or civil action against me and/or the Professional Business Entity.
4. I am familiar with the County's Orange County, New York Pay-to-Play Local Law (the "Law"), which has been made available to me.
5. With the except of campaign contributions made prior to January 1, 2014, the Professional Business Entity identified herein has not knowingly made a campaign contribution in violation of the Law during the four (4) years preceding the date of execution of this statement, and has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purposes of concealing the source of the contribution during that same four (4) year period.
6. I am duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:
 - (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,
 - (ii) has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).
7. I understand that any Professional Business Entity that submits a false Contribution Statement to the County will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.
8. I acknowledge and agree, on behalf of the Professional Business Entity submitting this Form, that the Professional Business Entity has a continuing duty to report any violation of the Law that may occur during the solicitation process, negotiation, or duration of a contract.

9. I understand that any Professional Business Entity which violates Section 3 of the Law shall be in material breach of the terms of the contract, that the contract may be terminated, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

10. I understand that any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

11. By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the "regulatory and penalty provisions" of the Law are incorporated by reference into its contract with the County.

Print Name of Professional Business Entity

Signature

Date

Print Name

Title

STATE OF _____

SS:

COUNTY OF _____

The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

Notary Public

My Commission Expires

Date

Instructions for Completing the Offeror Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

- 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 person 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) The County makes a determination that the goods and services are necessary for the County 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.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE



AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this ____ day of _____, 20__ (this "Agreement"), by and between the **COUNTY OF ORANGE**, a municipal corporation, hereinafter referred to as the "COUNTY," a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York 10924 and _____, a _____ with principal offices at _____, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (collectively the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the COUNTY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the COUNTY after consultation with the COUNTY Department head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES beginning _____ and ending _____.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES may be modified by mutual written agreement, the COUNTY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the COUNTY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the COUNTY may reasonably require. The COUNTY will pay the proper

amounts due VENDOR within sixty (60) days after receipt by the COUNTY of an invoice, and if the invoice is objectionable, will notify VENDOR, in writing, of the COUNTY's reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not to exceed cost of \$_____ has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Executive of the COUNTY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the COUNTY will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the COUNTY's authorization by the County Executive is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent

fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the COUNTY to enter into this Agreement and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, 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 or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Orange County Ethics Law as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said Disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the

COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the COUNTY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article 7.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as,

and have the status of, an independent contractor and shall not act as agent, or be an agent, of the COUNTY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUB-CONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the County Executive of the COUNTY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the COUNTY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the COUNTY and if so terminated, the COUNTY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the COUNTY except so much thereof as may be necessary to pay VENDOR's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This Agreement may be assigned by the COUNTY to any corporation, agency, municipality or

instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS

All invoices presented for payment to be made hereunder, and the books, records and accounts upon which said invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or

cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker's Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY who have been fully informed as to the nature of the SERVICES to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Disability	Statutory
Employer's Liability	\$500,000 ea. accident \$500,000 disease ea. employee \$500,000 disease policy limit
Automobile Liability (Incl. Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability (Incl. Contractual Liability, Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

VENDOR will provide COUNTY with certificates of insurance evidencing VENDOR's compliance with these requirements prior to execution of this Agreement by COUNTY.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the COUNTY, directed to the COUNTY's Risk Management Division and the Department Head and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. If the insurance is terminated for any reason and/or for at least three (3) years following final acceptance of the SERVICES, VENDOR will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination or final acceptance.

C. Immediate notice shall be given to the COUNTY through the Department Head and the COUNTY's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed pursuant to this Agreement which the COUNTY, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the COUNTY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of VENDOR's negligence, fault, act or omission, then the COUNTY shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to COUNTY property, including property and equipment leased by the COUNTY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such COUNTY property is lost or damaged, except for normal wear and tear, then the COUNTY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the COUNTY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such COUNTY property described in this Article 15.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

The COUNTY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the COUNTY's convenience, (2) upon the failure of VENDOR to

comply with any of the terms or conditions of this Agreement, or (3) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all COUNTY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any COUNTY directive concerning the disposition thereof.

In the event the COUNTY terminates this Agreement in whole or in part, as provided in this Article 16, the COUNTY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the COUNTY, any SERVICES procured by the COUNTY to complete the SERVICES herein will be charged to VENDOR and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of VENDOR's breach of this Agreement or failure to perform in accordance with applicable standards, and the COUNTY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the COUNTY from VENDOR is determined.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by judgment of any court of competent jurisdiction or

administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the COUNTY, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the COUNTY by operation of law, the 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 the COUNTY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the COUNTY, 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.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any COUNTY employee or former COUNTY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the COUNTY without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or longer if

the COUNTY employee or former COUNTY employee has or may have an actual or perceived conflict of interests due to their position with the COUNTY.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, 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 or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the County Executive of the COUNTY, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

ARTICLE 24. SERVICE OF PROCESS

VENDOR shall be properly registered to do business in the State of New York. Regardless of the propriety or legality of registration status, as a condition of contract, the VENDOR shall agree to

service of process as follows: In addition to the methods of service allowed by the State of New York Civil Practice Law and Rules, VENDOR 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 VENDOR's actual receipt of process, or upon the COUNTY's receipt of the return by the United States Postal Service as refused or undeliverable. VENDOR shall immediately notify the 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 the COUNTY to the last known address shall be sufficient.

ARTICLE 25. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-l, by execution of this Agreement, the VENDOR and the individual signing this Agreement on behalf of the VENDOR certifies, under penalty of perjury, that the VENDOR has and has implemented a written policy

addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The COUNTY's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the COUNTY's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

IN WITNESS THEREOF, the parties hereto have executed this Agreement to be effective as of the date set forth above.

COUNTY OF ORANGE

By: _____
Stefan ("Steven") M. Neuhaus
County Executive

DATE: _____

VENDOR

By: _____
NAME: _____
TITLE: _____

DATE: _____



CITY OF NEWBURGH

RECREATION DEPARTMENT

401 Washington Street, Newburgh, New York 12550

www.cityofnewburgh-ny.gov

Derrick Stanton, Director

dstanton@cityofnewburgh-ny.gov

Phone: (845) 569-7374

Fax: (845) 562-6306

Danielle Moser
Orange County Department of Health
Community Health Outreach
130 Broadway
Newburgh, NY 12550

Ms Moser,

Please find attached the City of Newburgh Recreation Department's application for the Healthy Orange Interventions grant. Should you need anything else, please do not hesitate to contact me using the information above and I will fulfill any additional requirements most haste.

Thank you for your attention to this matter.

Derrick Stanton
Recreation Director
City of Newburgh



CITY OF NEWBURGH

RECREATION DEPARTMENT

401 Washington Street, Newburgh, New York 12550

www.cityofnewburgh-ny.gov

Intervention Narrative

Federal Government Fitness Guidelines for children and adolescents recommends that children require 60 or more minutes of physical activity every day. The most successful programs whose aim is to achieve this goal are those that meet the interests of their community, are fun, and offer variety.

This method goes hand in hand with the Department of Physical Education, West Point, NY. As former instructor, it was not only our goal to help cadets reach a fitness level that would make them successful in the Armed Services, but also to expose them to other “lifetime” sports/activities in an effort to promote physical fitness as a lifetime endeavor.

While operating on a very small budget, our goal in the City of Newburgh Recreation Department is to provide sports/activities that will reach the largest number of people. As we stand today, the Newburgh Steelers and Goldbacks provide football, Newburgh Cal Ripken and the Newburgh Nuclears provide baseball, and the Pumas, Chavos, and Armory provide soccer. With those areas firmly taken care of, we have decided to focus our efforts on basketball.

The program that we will implement is “The City Newburgh Basketball Program. With our initial Healthy Orange grant, in 2015, we implemented a citywide basketball league in Newburgh. However, we realized that in order to reach our SMART goal of 60 minutes of physical activity 2 days per week, the league would have to evolve into a much more comprehensive program, which we did with our Healthy Orange Interventions Grant in 2017. This program encompassed not only basketball game play, but also individual skills assessment and development, which motivated participants to stay more engaged and assisted in increasing our SMART goal for 2017 to **90% of all participation will maintain a minimum of 60 minutes of physical activity at least 3 days per week from June through December 2017**. We would like to continue with this momentum into 2019 and reach out to communities throughout Orange County to participate in our program.

The biggest detractor that we found to participant engagement was skill level. The better players achieved our goals, while lesser skilled players may or may not have. As a result, we have added a preseason clinic and a post-season summer camp. The preseason clinic will allow us to get a baseline assessment of participants and assist in making the teams more even competitively for the summer league. The week-long summer basketball camp, will immediately follow the summer league and give participants an opportunity to work on skills that they and their coaches identified as needing improvement and get them ready for the fall basketball league.

The program will be open to boys and girls throughout Orange County. The grade divisions will be K-2nd, 3rd-4th, 5th-6th, 7th-8th, Junior Varsity, and Varsity. Each division will have six to eight teams with twelve players per team for a total of 430 to 575 participants. Each team will have one practice per week, as well as one game per week. Practices will be geared towards individual and team improvement.

Our goals are to teach children the fundamentals of basketball, have them successfully apply what they learned in a live game setting, and provide our players with 60 minutes of physical activity three days per week. Additionally, we hope that we will stimulate players to seek out five more days of physical activity on their own using having the practice skills and drills that we teach them at home and track their progress.



CITY OF NEWBURGH

RECREATION DEPARTMENT

401 Washington Street, Newburgh, New York 12550

www.cityofnewburgh-ny.gov

Budget Justification Worksheet

Item: Referees

Justification: Maintain good order and discipline of the basketball program by providing professional enforcement of game and league rules during basketball games.

Amount: \$80 per game x 48 games per week x 5 weeks = \$19,200 (summer league)

\$80 per game x 24 games per week x 8 weeks = \$15,360 (fall league)

Total: \$34,560

Item: Security Guards

Justification: Required by the Newburgh Armory Unity Center while using its gymnasium. Do to the large crowds for our youth basketball games; we are frequently required to provide two security guards.

Amount: \$50 per game x 16 games per week x 5 weeks = \$4,000

\$50 per game x 24 games per week x 8 weeks = \$9,600

Total: \$13,600

Item: Basketball Equipment

Justification: Official, women's, and junior size basketballs for the different age divisions that we offer. Cones, hurdles, jump ropes, etc for skills assessments and practice sessions. Scorebooks and other administrative materials for games.

Amount: Basketballs \$1,080, practice equipment \$200, scorebooks and administrative materials \$50.

Total: \$1,330

Item: Basketball Uniforms

Justification: Needed to identify players on various teams during games.

Amount: \$7 per uniform x 575 uniforms = \$4,025 (summer league)

\$7 per uniform x 575 uniforms = \$4,025 (fall league)

Total: \$8,050

Item: Awards

Justification: Provided at the end of the end for achievement on and off the court.

Amount: \$10 per award x 185 = \$1,850

\$10 per award x 185 = \$1,850

Total: \$3,700



CITY OF NEWBURGH

RECREATION DEPARTMENT

401 Washington Street, Newburgh, New York 12550

www.cityofnewburgh-ny.gov

Monitoring and Evaluation

1. Since our objective is to have our participants achieve 60 minutes of physical activity for a minimum of 3 days per week, our first measuring tool will be our weekly sessions that we have with the participants. We will ensure that our practices are 75 to 90 minutes in duration in order to account for participants arriving late. We will also ensure that practice plans encourage maximum time on task and limits that time that participants stand in lines or watch demonstrations. Finally, there will be mandatory levels of participation in our games, so that players are not sitting for an entire session.
2. Secondly, we will have strict accountability of participants through the use of attendance sheets. Our attendance sheets will also account for each participant's arrival and departure in order to get an accurate evaluation.
3. Next, we will provide each participant will take-home drills and logbooks to track completion. This will allow participants to make up for missed sessions. It can also give participants additional days of physical activity as they work towards one day achieving an entire week. Since our program is focused on basketball, coaches will be sure to carefully select drills that will not only enhance the player's skill development, but also be able to be done outside of the gym setting. Although it is easy for participants to falsify completion of drills in their logbook, we feel that coaches will be able to verify the validity of a participant's logbook through their progress in drills and the program as a whole.



Orange County Department of Health Healthy Orange Interventions Action Plan



Healthy Orange Interventions			
<u>SMART Objective 1: 90% of all participation will maintain a minimum of 60 minutes of physical activity at least 3 days per week from June through August 2019.</u>			
<u>Major Activities</u>	<u>Actions</u>	<u>By When</u> <u>(mm/yy)</u>	<u>By Whom</u>
Basketball Assessment Clinic	Saturday 2-hour Clinics	06/19	League commissioner and coaches.
	Pre-Season Assessment and Team Draft	06/19	League commissioner, Coaches, and players
	Individual Skill Development	06/19	Coaches
Summer Basketball League	League Game Play	08/19	League commissioner, Coaches, and players
	Team Application and Development	08/19	Coaches and players
	Post Season Assessment	08/19	Coaches
Summer Basketball Camp	Individual Skill Refinement	08/19	Instructors
	Game Play	08/19	Instructors and players
	End of Camp Assessment	08/19	Instructors and players
	Issue drill log books	08/19	Instructors and players



Orange County Department of Health Healthy Orange Interventions



BUDGET TEMPLATE

Budget Item	Budget Item Cost:	Amount Requested:	In kind Contribution:*
Referees	\$34,560	\$0	\$34,560
Security	\$13,600	\$0	\$13,600
Equipment	\$1,330	\$0	\$1,330
Uniforms	\$8,050	\$2,000	\$6,050
Awards	\$3,700	\$0	\$3,700
TOTAL	\$61,240	\$2,000	\$59,240

* In-Kind contributions are favorable but not required.



City of Newburgh

GRANT APPLICATION FORM

RECEIVED
3/26/19



SCANNED

3/27/19

Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Healthy Orange Basketball Program	NAME OF DEPARTMENT REQUESTING GRANT: Recreation	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Derrick Stanton
NAME OF GRANT/NAME OF AWARDING AGENCY: Health Orange Intervention Orange County Health Department	GRANT SUBMITTAL DATE: April 19, 2019	AMOUNT OF AWARD: \$500 to \$2,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No Match	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$0	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project: **Jr. NBA Basketball Program. 7-week developmental basketball league for boys and girls in grades K-6. June 24 - August 2, 2019. Grant funds will be used to purchase game jerseys**

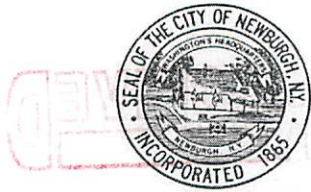
Key Stakeholders: **Recreation Department**

Project Timeline:

April 19, 2019: **Submit application**

Week of April 22, 2019: **Purchase game jerseys**

June 24 - August 2, 2019: **Conduct the basketball league**



City of Newburgh

GRANT APPLICATION FORM

SCANNED

SECTION B: FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

N/A

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER
SIGNATURE: _____

DATE: _____

3/26/19

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



City of Newburgh

GRANT APPLICATION FORM

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

3/26/19

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

4/4/19 work session

+ 4/18/19 Council Meeting

RESOLUTION NO. _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE UNIFIED COURT SYSTEM
FOR STATE REIMBURSEMENT IN AN AMOUNT SUBJECT
TO APPROVAL BY THE NEW YORK STATE COMPTROLLER
FOR THE PERIOD APRIL 1, 2018 TO MARCH 31, 2023
FOR COURT CLEANING AND MINOR REPAIRS TO THE CITY COURT FACILITY**

WHEREAS, under New York State law, cities are required to furnish and maintain adequate court facilities for use by trial courts of the State, including Newburgh City Court; and

WHEREAS, pursuant to Resolution No. 153-99, the City of Newburgh entered into an agreement with the State of New York Unified Court System ("UCS") for the purpose of obtaining cleaning services for the interior of the Newburgh City Court as well as minor and emergency repairs to that facility; and

WHEREAS, pursuant to Resolution No. 196-2002, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2003 and terminating on March 31, 2008; and

WHEREAS, pursuant to Resolution No. 34-2009, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2008 and terminating on March 31, 2013; and

WHEREAS, pursuant to Resolution No. 52-2014 of March 10, 2014, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning on April 1, 2013 and terminating on March 31, 2018; and

WHEREAS, pursuant to said Agreement the State of New York Unified Court System has submitted a new agreement for a renewal period of five (5) years, such term beginning April 1, 2018 to March 31, 2023, with reimbursement from the State established for each such period;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager is hereby authorized to execute the annexed renewal period agreement, with the State of New York UCS, to provide the City with monetary reimbursement in the amount and for the period stated therein.

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
CITY OF NEWBURGH**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

City of Newburgh
83 Broadway
Newburgh, NY 12550

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the

City of Newburgh Courthouse ("Court Facilities") as well as minor and
emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain
adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New
York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES
and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2018** for a maximum of five (5) years through **March 31, 2023**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2018** and terminate on **March 31, 2019**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

II. **EXTENSION AND TERMINATION**

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. **SCOPE OF SERVICES**

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. **INSPECTION OF COURT FACILITIES**

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. **MAINTENANCE OF EFFORT**

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. **MAXIMUM COMPENSATION**

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. **REIMBURSEMENT AND PAYMENT**

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Nancy Barry, District Executive
Unified Court System
9th Judicial District Administrative Office
111 Dr. Martin Luther King Blvd.
White Plains, NY 10601

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. MISCELLANEOUS PROVISIONS

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300478

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality
City of Newburgh

For: NEW YORK STATE
UNIFIED COURT SYSTEM

Name:

Title:

Dated: _____

Maureen McAlary, Director
Division of Financial Management

Dated: _____

ACKNOWLEDGMENT

STATE OF)
)SS:
COUNTY OF)

On this day of 2018, before me personally came
to me known, who, being by me duly sworn, did depose and say that she/he resides in

 , that she/he is the
of , the municipality described in and which executed the above instrument; and
that she/he is duly authorized by the governing body of said municipality to sign her/his name
thereto.

NOTARY PUBLIC

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements,

including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) IDENTIFICATION NUMBER(S).

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

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
- In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2018 - March 31, 2019

Name of County or City: City of Newburgh

List Court Buildings:		Court Spaces to be Cleaned and Repaired Pursuant to this Budget		
Name and Address of Each Court Building (Including County Clerk Space)		Total Building Net Usable Square Feet	Court Related Net Usable Sq. Ft.	Aid Eligible Percentage
Newburgh City Courthouse		43,967	37,845	86%
300 Broadway, Newburgh, NY 12550				
Combined		43,967	37,845	86%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)	Nature of Changes	Target Date

1 Cleaning Costs:**1(a) Service Contracts**

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	NYS Industries	April 2018-Mar 2019				
2	for the Disabled	Cleaning	300 Broadway	\$79,017	86%	\$67,955
3						
4						
5						
6						
1(a) Subtotal:						\$67,955

1(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
7							
8							
9							
10							
11							
12							
1(b) Subtotal:							\$0

1(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
13	Misc. Toilet Paper & Towels					
14	Cleaning Products	Courthouse	1	\$2,000	86%	\$1,720
15						
16						
17						
18						
1(c) Subtotal:						\$1,720

1(d) - Total Cleaning Costs (1a+1b+1c): **\$69,675**

2 Trash Removal and Disposal**2(a) Trash Removal**

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19	City of Newburgh					
20	Sanitation Workers 2	Courthouse	1	\$2,500	86%	\$2,150
21						
22						
23						
2(a) Total:						\$2,150

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	Budget Request
24	City of Newburgh	Courthouse	1	\$1,500	86%	\$1,290
25	1 dumpster @ \$120 per month					
26						
27						
28						
2(b) Total:						\$1,290

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c)**\$3,440****3 HVAC Cleaning Costs****3(a) Duct Work Cleaning and Filter Changing By Service Contract**

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29	MDS-HVAC-R Inc		Courthouse	\$3,000	86%	\$2,580
30						
31						
32						
33						
34						

3(a) Subtotal:

\$2,580

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
35							
36							
37							
38							
39							
40							
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
41	Filters	Courthouse	1	\$2,600	86%	\$2,236
42						
43						
44						
45						
46						
3(c) Subtotal:						\$2,236

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c):

3(d)

\$4,816

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d:

4

\$77,931

- 5 Proposed "Tenant" Work Use the following codes: a - Flooring and Carpeting
b - Painting
c - Interior Ceilings
d - Bathrooms
e - Fixtures
f - Minor Renovation
g - Other (Identify)

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47	b	Painting				\$2,500	\$2,500	100%	\$2,500
48	g	Parking Sign				\$500	\$500	100%	\$500
49									
50									
51									
52									
53									
54									
55									
56									
57									
Total (5):									\$3,000

6 TOTAL - 100% REIMBURSIBLE EXPENSES:
(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$80,931**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

a - Pest Control

e - Security & Alarm Systems

b - Elevators

f - Property Maintenance

c - HVAC

g - Other (Identify)

d - Telephone Wiring

	Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
58	A	Craig Thomas Pest	Extermination	Courthouse	\$1,000	86%	\$860
59	B	Otis Elevator	Repair & Maint	Courthouse	\$8,000	86%	\$6,880
60	C	MDS HVAC	Repairs	Courthouse	\$34,000	86%	\$29,240
61	E&F	Foxmans Safe&lock	Service-Security Repairs	Courthouse	\$1,000	86%	\$860
62	E	CDR Electronics	Security&Alarm System	Courthouse	\$600	86%	\$516
63	E	Paetec	Security Cameras	Courthouse	\$4,300	86%	\$3,698
64	E	Gentech	Generator	Courthouse	\$2,000	86%	\$1,720
65							
66							
67	F	Other/Misc	Simplex/Doors/Hollenbec	Courthouse	\$6,000	86%	\$5,160
68							
7(a) Subtotal:							\$48,934

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
69							
70	1	Snow Removal-Courthouse	\$2,000		\$2,000	86%	\$1,720
71	1	Landscape Courthouse	\$3,000		\$3,000	86%	\$2,580
72	1	Various-Courthouse	\$5,500		\$5,500	86%	\$4,730
73							
74							
75							
76							
7(b) Subtotal:							\$9,030

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77	Misc-W.W. Granger,Lumber	Courthouse	1	\$800	86%	\$688
78	Electric, Pumbing, Maint.	Courthouse	1	\$1,400	86%	\$1,204
79						
80						
81						
7(c) Subtotal:						\$1,892

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c)

7(d):

\$59,856

8 Total - Building and Property Maintenance Costs:

8

\$59,856

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%)

9

\$14,964

10 Total Proposed Direct Costs (Item 6 + Item 9):

10

\$95,895

11 Overhead Costs (Item 10 x .05):

11

\$4,795

12 Total Proposed Contract Amount (Item 10 + Item 11):

12

\$100,689

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:

County or City:

Title:

Address:

Signature:

Date:

Phone:

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

Five Year Projection
Court Facilities Contract
City of Newburgh
Contract UCS05-C300478-5000285

<u>Fiscal Year</u>	<u>Annual Contract</u>	<u>\$ Increase</u>	<u>% Increase *</u>
18-19	\$100,689	n/a	
19-20	\$105,723	\$5,034	5%
20-21	\$111,010	\$5,286	5%
21-22	\$116,560	\$5,550	5%
22-23	\$122,388	\$5,828	5%
Five Year -Total	\$556,370		

* Five percent (5%) annual increase attributable to inflation.

RESOLUTION NO. 52 2014

OF

MARCH 10, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE UNIFIED COURT SYSTEM
FOR STATE REIMBURSEMENT IN AN AMOUNT SUBJECT
TO APPROVAL BY THE NEW YORK STATE COMPTROLLER
FOR THE PERIOD APRIL 1, 2013 TO MARCH 31, 2018
FOR COURT CLEANING AND MINOR REPAIRS TO THE CITY COURT FACILITY

WHEREAS, under New York State law, cities are required to furnish and maintain adequate court facilities for use by trial courts of the State, including Newburgh City Court; and

WHEREAS, pursuant to Resolution No. 153-99, the City of Newburgh entered into an agreement with the State of New York Unified Court System ("UCS") for the purpose of obtaining cleaning services for the interior of the Newburgh City Court as well as minor and emergency repairs to that facility; and

WHEREAS, pursuant to Resolution No. 196-2002, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2003 and terminating on March 31, 2008; and

WHEREAS, pursuant to Resolution No. 34-2009, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2008 and terminating on March 31, 2013; and

WHEREAS, pursuant to said Agreement the State of New York Unified Court System has submitted a new agreement for a renewal period of five (5) years, such term beginning April 1, 2013 to March 31, 2018, with reimbursement from the State established for each such period;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager is hereby authorized to execute the annexed renewal period agreement, with the State of New York UCS, to provide the City with monetary reimbursement in the amount and for the period stated therein.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 3/10/14
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of March 2014

City Clerk

Agenda Item 17.

Resolution of Support - Legal Services of the Hudson Valley

Resolution of the City Council of the City of Newburgh supporting Legal Services of the Hudson Valley's proposal to the Fund for Women and Children for a staff attorney

Background:

submitted on behalf of Councilperson Monteverde

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/29/2019	Resolution Letter
Grant Application	3/29/2019	Backup Material

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING LEGAL SERVICES OF THE HUDSON VALLEY'S PROPOSAL
TO THE FUND FOR WOMEN AND CHILDREN FOR A STAFF ATTORNEY**

WHEREAS, the City Council of the City of Newburgh believes that all tenants in the City should have access to safe and habitable housing conditions; and

WHEREAS, unsafe and uninhabitable housing conditions affect all tenants and have a disproportionate impact on women and children; and

WHEREAS, without safe and habitable housing, and without the ability to meaningfully access justice and advocate for their needs, many women and children in the City are denied the right to a standard of living adequate for their health and well-being; and

WHEREAS, Legal Services of the Hudson Valley is the only provider of free legal services in the City of Newburgh for indigent tenants who cannot afford private legal services but who nonetheless need legal protection; and

WHEREAS, Legal Services of the Hudson Valley is uniquely qualified to help address the legal issues with respect to lack of habitable and safe housing in the City of Newburgh for all tenants, including women and children; and

WHEREAS, Legal Services of the Hudson Valley is applying to the Fund for Women and Children for a grant that will partially fund a staff attorney whose focus will be to advocate for the rights of tenants living in substandard housing conditions; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Newburgh expresses its support for the Legal Services of the Hudson Valley in its grant application to the Fund for Women and Children for a staff attorney.

Fund for Women & Children Grant Application

The newly created Fund for Women and Children is a unique philanthropic effort designed to identify and address pressing issues impacting some of the most vulnerable members of our community. Through targeted and specific funding, the goal of this initiative is for nonprofits in the region to elevate their programming to empower the women and children of Orange, Sullivan and Ulster Counties.

The Fund for Women and Children is being launched with initial support from the Rowley Family Foundation, in partnership with the Community Foundation of Orange and Sullivan. This strategy is designed to be as efficient and effective as possible in targeting resources and solutions that are making a difference in helping women and children thrive and reach their potential by offering help, hope and lasting change that improves lives and strengthens communities.

FUNDING PRIORITY –

Funding priority will be given to tax exempt organizations located in Orange, Sullivan and Ulster Counties, New York that provide programs or services for women and children in the outlined focus areas.

Focus Areas:

- ☐ Hunger
- ☐ Homelessness
- ☐ Drug Use/Opioids
- ☐ Education
- ☐ Health
- ☐ Poverty
- ☐ Domestic Violence
- ☐ Child Abuse
- ☐ Workplace Sexual Harassment

Please refer to the 2018 Women and Children Report for information regarding these focus areas and statistics related to the region.

In general, the Foundation does not grant funds for:

- endowment funds
- religious organizations for religious purposes
- fundraising activities or events
- umbrella funding organizations that intend to distribute funds at their own discretion
- political lobbying or legislative activities
- individuals
- academic or medical research

Awards:

In 2019, the Advisory Committee will consider grants from \$15,000-\$50,000, with committee discretion based on quality and quantity of applicants in the inaugural year. The grant period for awards will be one (1) year to eighteen (18) months with some flexibility based on the project/program. A site visit or follow up discussion may be requested.

Deadline:

Applications must be received by April 12, 2019. Funding decisions will be announced in May.

Questions:

Contact the Community Foundation at (845) 769-9393 or via email at womenandchildrenfund@gmail.com

The name and photo associated with your Google account will be recorded when you upload files and submit this form.

* Required

501(c)3 Organization name (as it appears on determination letter) *

Your answer

Organization Address *

Your answer

Organization Phone Number *

Your answer

Executive Director/CEO's Full Name *

Your answer

Executive Director/CEO's Email Address *

Your answer

Primary Contact for this program/project (if different from above)

Your answer



Fiscal Year (Month & Year -Format: From___/___ to ___/___) *

Your answer

Description of Organization *

Your answer

Amount Requested *

Your answer

Total Program/Project Budget *

Your answer

Please provide a description of the project and the impact on women and children. *

Your answer

Please provide a project completion plan. *

Your answer

How many people will be impacted by this project? *

Your answer

What county will be impacted by this project? *

Your answer



Please provide details on additional sources of funding for this project or describe plans for additional fundraising. *

Your answer

Is this a new or existing program? *

☐ New

☐ Existing

What areas of focus does this program/project address? *

Your answer

Describe your target population. *

Your answer

What is the timeline of your proposed program/project? *

Your answer

Please share three (3) program related objectives. *

Your answer

Describe what lasting effects this program/project will have on the target population. *

Your answer

How will this program/project be staffed? *

Your answer



In summary, explain how your proposed program/project will address the mission of the Fund for Women & Children. *

Your answer

Please upload your organization budget. *

Please clearly label each document with your organization name and title of the document. For example, the Organization Budget for the XYZ Foundation would be labeled "XYZ Fdtn - Org. Budget." Neglecting to properly label documents could affect the grant decision process.

ADD FILE

Please upload your project/program budget. *

Please clearly label each document with your organization name and title of the document. For example, the Organization Budget for the XYZ Foundation would be labeled "XYZ Fdtn - Org. Budget." Neglecting to properly label documents could affect the grant decision process.

ADD FILE

Please upload a list of your Board of Directors and Key Staff including their affiliation. *

Please clearly label each document with your organization name and title of the document. For example, the Organization Budget for the XYZ Foundation would be labeled "XYZ Fdtn - Org. Budget." Neglecting to properly label documents could affect the grant decision process.

ADD FILE

Please upload any supporting materials for your program/project. *

Please clearly label each document with your organization name and title of the document. For example, the Organization Budget for the XYZ Foundation would be labeled "XYZ Fdtn - Org. Budget." Neglecting to properly label documents could affect the grant decision process.

ADD FILE

SUBMIT

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Google Forms



RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION TO CONTINUE SPONSORSHIP OF THE
NEWBURGH ILLUMINATED FESTIVAL**

WHEREAS, the Newburgh Illuminated Festival will be held on June 1, 2019; and

WHEREAS, the Newburgh Illuminated Festival is an event designed to celebrate the rich history of the City, its cultural diversity and the residents that reside here, thus resulting in increased tourism, increased business support and positive regional perception; and

WHEREAS, the organizers of the Newburgh Illuminated Festival have requested that the City Council support the Festival as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the Newburgh Illuminated Festival as a City-sponsored event is in the best interests of the residents of the City of Newburgh. That it is in the best interests of residents for the city departments such as Department of Public Works, City Police and others as needed to partner with the Festival organizers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh Illuminated Festival as a City-sponsored event and that such sponsorship be limited to providing insurance coverage for the event.