



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

January 28, 2019
7:00 PM

Mayor/Alcaldesa

1. Executive Session

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

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

2. Moment of Silence/ Momento de Silencio

3. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

4. Roll Call / Lista de Asistencia

Communications/Comunicaciones

5. Approval of the minutes of the City Council meeting of January 14, 2019

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

Presentations/Presentaciones

7. Presentation by Danskammer Energy LLC

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

8. Resolution No. 16 - 2019 - To Oppose the Proposed Danskammer fracked gas plant expansion.

A Resolution of the City Council of the City of Newburgh to oppose the

proposed Danskammer fracked gas plant expansion. (As per Karen Mejia)

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

9. Resolution No. 17 - 2019 to amending terms and conditions of sale - 60 Hasbrouck Street

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

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

10. Resolution No. 18 - 2019 Surplus Materials at 123 Grand Street

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

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

11. Resolution No. 19 - 2019 Amend the 2019 Personnel Book to Add a Full Time, 8-month Neighborhood Stabilization Coordinator

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

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

12. Resolution No. 20 - 2019 Amend Resolution 228-2018 to accept a Cities RISE Phase II Grant from Enterprise Community Partners, Inc. for an additional \$30,000

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

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

Church)

13. Resolution No. 21 - 2019 Apply for Art Works Grant on Behalf of the NACC

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

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

14. Resolution No. 22 - 2019 Best Resource Center - workforce development agreement

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

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

15. Ordinance No. 1 - 2019 to change the name of the Parking and Transportation Advisory Committee to the Transportation Advisory Committee

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

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

16. Resolution No. 23 - 2019

A Resolution authorizing the Interim City Manager to enter into an agreement with Kleinschmidt Associates PA, PC for Professional Engineering Services in connection with the Tax Certiorari proceedings against the Town of New Windsor in the Orange County Supreme Court Bearing Orange County Index Nos. EF005922-2017 and EF007932-2018 involving City of Newburgh Water Supply Properties.

Una resolución autorizando al Gerente Interino de la Ciudad a entrar en un acuerdo con Kleinschmidt Associates PA, PC para servicios profesionales de ingeniería en conexión con los procedimientos de Impuestos Certiorari en contra del pueblo de New Windsor en la Corte Suprema del Condado de Orange el cual lleva los números de índice del Condado de Orange

- EF005922-2017 y EF007932-2018 el cual involucra las propiedades que proporcionan agua en la Ciudad de Newburgh*
17. Resolution No. 24 - 2019
- A Resolution authorizing the Interim City Manager to enter into an agreement with Thomas F. Zimmie, PHD, P.E., D.GE for Professional Engineering Services in connection with the Tax Certiorari proceedings against the Town of New Windsor in the Orange County Supreme Court Bearing Orange County Index Nos. EF005922-2017 and EF007932-2018 involving City of Newburgh Water Supply Properties.
- Una resolución autorizando al Gerente Interino de la Ciudad a entrar en un acuerdo con Thomas F. Zimmie, PHD, P.E., D.GE para servicios Profesionales de Ingeniería en conexión con los procedimientos de Impuestos Ceritiorari en contra del Pueblo de New Windsor en la Corte Suprema del Condado de Orange el cual lleva los números de índice del Condado de Orange EF005922-2017 y EF007932-2018 el cual involucra propiedades que proporcionan agua en la Ciudad de Newburgh.*
18. Resolution No. 25 - 2019
- A Resolution to Fill a Vacancy in the Office of Council in Ward 3 of the City of Newburgh.
- Una resolución para llenar una vacancia en la oficina del consejo en el tercer distrito electoral de la Ciudad de Newburgh.*
19. Resolution No. 26 - 2019
- a resolution of the City Council of the City of Newburgh Amending Resolution No. 381-2018 and authorizing an amendment to the employment agreement with Joseph P. Donat as Interim City Manager of the City of Newburgh.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

Todd Venning

Attorney

New York, NY

ToddVenning@gmail.com

347.213.7865

Willing to relocate: Anywhere

Work Experience

Senior Management Analyst - Finance and Legal Policy

CITY OF ATLANTA DEPARTMENT OF WATERSHED MANAGEMENT - Atlanta, GA

March 2017 to October 2018

Atlanta, Georgia • March 2017 to October 2018

Regional public utility managing wastewater and stormwater and delivering safe drinking water for city,

Senior Management Analyst - Finance and Legal Policy

Delivered legal, technical, and financial management policy expertise to support senior executives and staff personnel in planning and execution of fiscal laws and financial processes. Defined and implemented financial, accounting, and budgeting policies and procedures and resolve financial management issues and variances. Developed presentations of financial charts and management reports in addition to operational briefs, narratives, statistical data interpretations, and key success factors. Ensured compliance with service-level agreements (SLAs). Conducted reviews of financial reports and recommended solutions for identified issues. Facilitated reviews of internal controls and reconciled fiscal financial system accounts.

Key Accomplishments:

- Conducted investigation, identified legal questions related to municipal water distribution policy, and recommended issue resolutions to department Commissioner.
- Partnered in establishing and implementing system for tracking departmental performance metrics.
- Assessed risks and developed disaster recovery (DR) and emergency management strategies.
- Chosen as 2017 Government Finance Officers Association delegate.

Attorney - Tax Policy Group

NEW YORK CITY OFFICE OF MANAGEMENT AND BUDGET - New York, NY

August 2014 to February 2017

New York, New York • August 2014 to February 2017

Primary financial agency responsible for creation and administration of city capital budgets.

Attorney - Tax Policy Group

Conducted research and analyzed tax policies, compliance issues, and regulatory finance laws; projected financial impact on businesses based on analyses of proposed laws and tax credits; and composed finding statements on corporate tax laws, Dodd Frank legislation, and impact of proposed reforms on corporations and businesses. Created financial forecasts and estimated city and state revenue shifts. Compiled financial statement analyses to assess performance of stock exchanges and major American banks. Created and modified municipal budget. Developed and presented financial reports and analyses to executives, board members, and political officials.

Key Accomplishments:

- Collaborated with city and state government representatives to implement reforms to corporate tax policies ensuring compliance of city tax laws with state corporate franchise tax policies, simplification and modernization of income taxation for C-corporations, and tax relief for small corporations.
- Forecast and tracked \$5B in business-tax revenues.
- Utilized Statistical Package for the Social Sciences (SPSS) to analyze data.

Postgraduate Fellow

LEGAL SERVICES OF THE HUDSON VALLEY - New York, NY

December 2013 to March 2014

- Newburgh, New York • December 2013 to March 2014

A community-focused organization providing legal services regarding civil matters.

Postgraduate Fellow (Part-Time)

Created direct examination questions and attended hearings to determine changes to, continuation or discontinuation of, or denial of government benefits and for unemployment cases. Conducted research related to housing, nutrition, energy assistance, short-term disability, and public assistance programs and to social security income.

Key Accomplishment:

- Recouped monies owed to client by Department of Social Services through research of records and negotiations with appropriate agency representative.

Internship

Harter Secrest and Emery, LLP - Rochester, NY

June 2011 to August 2011

Budget and Legal Analyst

NEW YORK CITY HOUSING AUTHORITY - New York, NY

February 2010 to August 2010

- New York, New York • February 2010 to August 2010

A city agency providing housing for low- and moderate-income residents.

Budget and Legal Analyst

Conducted financial analyses of budget, surplus, needs, and full-time employee salaries. Created and administered expense budget, performed research for financial models, and completed daily reconciliations. Managed financial planning and capital tracking processes.

Key Accomplishments:

- Ensured compliance of federally-funded programs through review and analysis of federal government Housing and Urban Development (HUD) requirements.
- Identified increase in amount of eligible funding resulting in avoidance of funding shortage.

Education

Juris Doctor

BROOKLYN LAW SCHOOL - New York, NY

2013

Master of Science in Business Administration in Finance

SIMON GRADUATE SCHOOL OF BUSINESS ADMINISTRATION - Rochester, NY

2009

Bachelor of Arts in Political Science in Political Science

UNIVERSITY OF ROCHESTER - Rochester, NY

2008

Skills

BUDGET, FINANCIAL REPORTING, RISK ASSESSMENT, TAXATION, DISASTER RECOVERY

Links

<http://linkedin.com/in/todd-venning-2b34a0172>

Additional Information

Areas of Expertise include:

- * Legal Research/Policy Advisor * Financial Reporting * Operations Strategist
- * Analysis & Reporting * Budget Creation/Modification * Risk Assessment/Mitigation
- * Corporate Taxation * Regulatory Compliance * Disaster Recovery Planning

Paul Liess
3363 Wildflower Dr.
Walworth, New York 14568

December 28, 2018

City of Newburgh
83 Broadway
Newburgh, New York 12550

To whom it may concern:

In response to the employment posting on the Government Finance Officer Association (GFOA) website for a City Comptroller, I have attached my resume for your review. I have references available upon request.

I have over 24 years of professional experience of which sixteen years are in fund accounting in the governmental or public sector, I have extensive experience to offer in regards to this opportunity. Some of these experiences include the following management, oversight and involvement with all accounting, finance, payroll, insurances (benefits, liability, workers comp, and disability), grants, operational and capital budgets, forecasting, cash management, procurement, debt services, creation and implementations of financial policies and procedures. I have also been responsible for all the financial reporting for both the local entities and state reporting. I have been responsible for all annual and state audits, as the point of contact and all required reporting associated with the year-end AUD or state findings. I have prepared and reported all financial statements and reports to the Board and department head's monthly and annually.

I have a Master degree in Business Administration with a concentration in Finance and International Business. I am willing to relocate, for the right opportunity. I look forward to discussing this position further.

Sincerely,

Paul J. Liess, Jr.
(585) 704-6812

Paul J. Liess Jr., MBA

3363 Wildflower Drive
Walworth, New York 14568

Phone (585) 704-6812
E-Mail: pliess757@gmail.com

CAREER SUMMARY

Director of Finance with over 20 years of professional experience in both Government and Corporate.

SUMMARY OF KNOWLEDGE

- Financial/Statistical Analysis
- Financial Accounting/Reporting
- Policies & Procedures
- Capital & Operational Budgeting
- Operational Forecasting
- Implementation of Systems
- Team Management
- Financial Operations Support
- Extensive Computer Skills

PROFESSIONAL HISTORY

Director of Finance and Business Services, Monroe County Water Authority; Rochester, New York **2018**

- Oversight of all the functions within the Finance Department, Customer Service, and the meter shop.
- Created and submitted the 2019 annual budget of \$77 million
- Created the annual rate schedule 2019 for the different water classes and water line customers and locations.
- Approved all submissions for debt service payments, accounts payable, payroll, investment reports, and capital projects

Director of Accounting/Business Manager, Town of Ontario; Ontario, New York **2010 – 2018**

- Managed all benefits, employee relations, organizational development, training and recruiting.
- Prepared and presented the monthly, quarterly, and annual financial reports to the Supervisor and Town Board.
- Developed and tracked \$11.5 Million in annual Operating and Capital Budgets of the Town.
- Managed Town investments, maintained and developed bank relationships, researched, recommended, and analyzed investments and financial returns.
- Directed annual audit with the outside Accounting Firm for both the year-end audit and annual report submission, and the State Comptroller's Office audits regarding Policies and Procedures.
- Supervised the department of 4, Payroll/Accounts Payable/Accounts Receivable and a clerk.
- Developed and administered the Financial / Personnel Policies and Procedures encompassing the town departments.
- Advised the Board and developed records to comply with Federal / State laws (GASB) and Town and County requirements.
- Reviewed, evaluated and approved the insurance policies and bonding renewal bids for the town annually.
- Tracked and maintained inventory records of all fixed assets, equipment, miscellaneous inventory, and depreciation schedules.
- Updated and modified accounting computer software programs for the town linking other department software to comply.
- Involved in negotiations with the employee's Union for the Collective Bargaining Units, participated in the arbitration and mediation of grievances.

Director of Finance / Personnel, Town of Henrietta; Henrietta, New York **2002 – 2010**

- Supervised the accounting department and 11 Department Heads within the organization
- Managed all benefits, employee relations, organizational development, training and recruiting.
- Prepared and presented the monthly, quarterly, and annual financial reports to the Supervisor and Town Board.
- Developed and tracked \$26 Million in annual Operating and Capital Budgets of the Town.
- Managed Town investments, maintained and developed bank relationships, researched, recommended, and analyzed investments and financial returns.
- Directed annual audit with the outside Accounting Firm for both the year-end audit and annual report submission, and the State Comptroller's Office audits regarding Policies and Procedures.
- Accounts receivable: reduced the Days Sales Outstanding from an excess of 120 days to 45 days.
- Developed and administered the Financial / Personnel Policies and Procedures encompassing the town departments.
- Performed the Due Diligence in the sale of the Town's water department to the MCWA.
- Advised the Board and developed records to comply with Federal / State laws (GASB) and Town and County requirements.
- Reviewed, evaluated and approved the insurance policies and bonding renewal bids for the town annually.
- Tracked and maintained inventory records of all fixed assets, equipment, miscellaneous inventory, and depreciation schedules.
- Updated and modified Information Systems and computer software needs of the town by department through 2008.
- Lead in negotiations with the employee's Union for the Collective Bargaining Unit, participated in the arbitration and mediation of grievances.

Finance Manager, Global Crossing; Rochester, New York**2000 – 2001**

- Consolidated monthly the annual revenues \$4 billion and expenses \$2.5 billion of business units/departments forecasts for corporate reporting.
- Developed monthly Operational Review Packages for North American reporting, as well as Monthly Forecast Packages for senior management reporting.
- Led a team of 12 people on an Operational Productivity Initiative (OPI) reducing corporate expenses \$100M through the year of 2000.
- Responsible for the monthly forecasts and annual budgets for the CEO, COO, and corporate finance.
- Set the annual targets for the annual budget process for the corporate revenue and departmental expenses.
- Responsible for budgeting and forecasting capital for departmental and corporate equipment.
- Tracked headcount by functional and departmental responsibility, and researched and explained variances for reporting.
- Implemented and administered Hyperion Pillar system for the corporate forecasting process.
- Developed forecasting process and system and trained employees improving the forecasting process by four business days.
- Developed and delivered financial presentations to sr. management reporting the corporate status to budget and forecast.
- Managed projects, team development, and team project planning in implementing forecasting system, savings initiatives, and forecasting process.
- Interviewed, reviewed necessary credentials, and negotiated in hiring employees.
- Reported special request and ad hoc projects per senior management and corporate requests.

Financial Analyst, Electronic Data Systems; Rochester, New York**1998 – 2000**

- Reported to the Finance Manager and supported \$50M in global operational divisions.
- Generated annual targets for operational divisions.
- Analyzed monthly forecasts and financial activities for the operational managers, and corporate reporting.
- Analyzed and tracked IT usage for international billing.
- Prepared and reviewed materials for monthly, quarterly, and year-end financial reviews with the frameworks and divisions.
- Reconciled financials for each framework and division for financial support of managers productivities.
- Participated in contract price negotiations with vendors, and client support teams.
- Closed the monthly, quarterly, and annual financials for the framework and divisions, as well as, analyzed and reported the financial results.

Revenue Manager Financial Analyst, Citicorp Student Loan Division; Rochester, New York**1995 - 1998**

- Reported to the Director of Finance of the Student Loan Corporation.
- Maintained, tracked, and forecasted a \$9 billion loan portfolio.
- Forecasted monthly corporate revenues and product line revenues for current and subsequent year.
- Managed / supervised four employees in the Financial Revenue Reporting Department.
- Created and maintained financial models for forecasting and analysis.
- Maintained and distributed daily financial MIS (a product line financial breakdown of prior day's results).
- Maintained and distributed monthly Sales Compensation MIS (a breakdown of sales prior month's results).
- Prepared and presented monthly financial reviews with corporate VP of Finance and Controller.
- Reported to senior management ad hoc requests of projected revenues and forecasted sales by product.
- Reported to the Finance Manager of Manifest Division.
- Responsible for the consolidation and restructuring of \$26 Million worth of loans and interest rates for Government reporting.
- Collection and tracking accounts receivable and audited loan payments.
- Created portfolio of deficient and outstanding loans for government taxation purposes.

EDUCATION**Master of Business Administration - St. Bonaventure University, St. Bonaventure, New York****1997**

Concentration in Finance and International Business. GPA: 3.5

Bachelor of Science in Business Administration - Edinboro University of Pennsylvania, Edinboro**1994**

Concentration in Accounting and Marketing

RESOLUTION NO.: 16 - 2019

OF

JANUARY 28, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO.: 17 - 2019

OF

JANUARY 28, 2019

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

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

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

WHEREAS, the prospective buyer, by his attorney, provided an estimate for the repairs and wishes to continue with the purchase at a reduced purchase price based on his cost estimate with a closing date no later than February 28, 2019; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, with a closing date no later than February 28, 2019, and upon the remaining terms and conditions as approved in Resolution No. 331-2018;

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

LAW OFFICE OF LISA FELICISSIMO PLLC

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

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

Via Email Transmission

January 10, 2019

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

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

Dear Mr. Kaufman:

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

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

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

Thank you in advance for your anticipated cooperation.

Very truly yours,


Lisa J. Felicissimo

LJF/ad
Encl.

60 HESBROUCK ST. NEWBURGH NY

REPAIR COST ESTIMATE AND SCHEDULE

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

RESOLUTION NO.: 18 - 2019

OF

JANUARY 28, 2019

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

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

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

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

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

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















RESOLUTION NO.: 19-2019

OF

JANUARY 28, 2019

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

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

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

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

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

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

NEIGHBORHOOD STABILIZATION COORDINATOR

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

TYPICAL WORK ACTIVITIES: (Illustrative Only)

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

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

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

MINIMUM QUALIFICATIONS:

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

RESOLUTION NO.: 228 - 2018

OF

AUGUST 13, 2018

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

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

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

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

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

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

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

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

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

RESOLUTION NO.: 20 - 2019

OF

JANUARY 28, 2019

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

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

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

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

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

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

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

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

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

For: City of Newburgh

Signature: _____

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

For: Enterprise Community Partners, Inc.

Signature: _____

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

TERMS AND CONDITIONS FOR GRANT AGREEMENT

Purpose of Agreement

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

Grant Proceeds Disbursements

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

Authorized Uses and Expenditures of Grant Proceeds

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

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

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

Equal Opportunity.

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

Sanctions.

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

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

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

Organizational Capacity; Subcontracting and Subgrants

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

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

Representations and Warranties.

Grantee represents and warrants that:

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

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

Reports

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

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

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

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

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

Inspection: Right to Audit/Record Retention

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

Modifications and Amendments

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

Confidentiality

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

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

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

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

Use of Information

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

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

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

Notification of Significant Occurrences

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

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

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

Default and Remedies

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

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

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

Survival

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

Indemnification

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

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

Release

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

Notices

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

Conflicts of Interest

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

Governing Law

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

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

Nonwaiver

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

Personal Information Protection

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

Miscellaneous

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

Assignment

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

Severability

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

Counterparts

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

Special Conditions

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

End User License Agreement

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

LIST OF EXHIBITS

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

EXHIBIT A
Work Plan

CITIES RISE – PHASE TWO

SCOPE OF WORK

OCTOBER 2018 – DECEMBER 2018

Data Readiness and Application Configuration

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

FALL 2018 – SUMMER 2019

Learning, Experimentation and Change Management

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

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

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

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

Civic Engagement and Innovation:

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

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

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

Innovation and Implementation Grants:

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

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

SUMMER 2019 – FALL 2020

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

PROGRAM PARTICIPATION REQUIREMENTS

Grantee is committing to:

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

Exhibit B – Program Budget

City of Newburgh Cities RISE Phase II Budget

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

EXHIBIT C

Quarterly Reporting Checklist

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

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

EXHIBIT D
Due Diligence Checklist

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

REQUIREMENTS FOR ALL INSURANCE:

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

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

ENTERPRISE COMMUNITY PARTNERS, INC.

70 Corporate Center

11000 Broken Land Parkway, Suite 700

Columbia, MD 21044

EXHIBIT E

End User License Agreement

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

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

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

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

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

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

8. INDEMNIFICATION.

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

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

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

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

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

Accepted and Agreed to:

By: 

Name: Michael G. Ciaramino
Title: City Manager
Per Res. No. 228-2018

RESOLUTION NO.: 228 - 2018

OF

AUGUST 13, 2018

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

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

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

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

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

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

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

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

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

RESOLUTION NO.: 21 - 2019

OF

JANUARY 28, 2019

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

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

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

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

WHEREAS, this Council has determined that applying for said grant is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to apply for an Art Works grant in the amount of \$35,000.00 from the National Endowment of the Arts to conduct an arts and cultural survey; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to apply for such grant.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

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



City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN:

Scope of Project:

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

Key Stakeholders:

- Newburgh Arts & Culture Commission

Project Timeline: (ex. Dates)

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

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

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

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:



City of Newburgh

GRANT APPLICATION FORM

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

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

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL



City of Newburgh

GRANT APPLICATION FORM

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

Newburgh Arts + Cultural Survey

Application to NEA Art Works Grant

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

Project Description

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

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

Major Project Activities

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

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

offers the data and report as an open source.

Key Individuals

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

Project Managers: Naomi Hersson-Ringskog and Naomi Miller

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

Proposed Project Timeline

Spring 2020: Assemble Project Team

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

Fall 2020: Assessment + Synthesis

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

Total Request to NEA

\$35,000

Total Cost Share/Match secured by NACC

\$35,000

Total Project Budget

\$70,000

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

How to Use This Document

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

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

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

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

First Art Works Deadline:

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

Second Art Works Deadline:

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

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Applicant Portal Tips:

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

Tab 1: View Application Data

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

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

Tab 2: Organization Info

Subtab 1: Organization Information

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

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

Popular Name (if different)

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

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

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

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

Subtab 2: Organization Budget

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

Sample View:

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

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

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Income

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

Expenses

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

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

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

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

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

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

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

Tab 3: Arts Programmatic History

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

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

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

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

Tab 4: Project Info

Subtab 1: Project Activity

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

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

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

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

Choose:

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

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

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

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

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

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Subtab 2: Project Partners

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

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

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

Subtab 3: Key Individuals

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

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

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

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Subtab 4: Other Details

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

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

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

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

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

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

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

Tab 5: Project Budget

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

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

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

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

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

Subtab 1: Project Expenses

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

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

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

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

Sample View:

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

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

Sample View:

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

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

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Sample View:

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

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

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

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

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

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

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Sample View:

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

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

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

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

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

Sample View:

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

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

Subtab 2: Project Income

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

Sample View:

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

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

Art Works: Local Arts Agencies FY20 Grant Application Form Instructions

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

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

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

Sample View:

Project Expenses		Project Income																																					
<table><thead><tr><th colspan="2">Applicant CASH</th></tr><tr><th>Description</th><th>Amount (You must enter Zero "0" to clear Dollar fields)</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td>Total Cash</td><td>\$0</td></tr></tbody></table> <table><thead><tr><th colspan="2">Third-Party IN-KIND Contributions</th></tr><tr><th>Description</th><th>Amount (You must enter Zero "0" to clear Dollar fields)</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td>Total in-kind</td><td>\$0</td></tr></tbody></table>				Applicant CASH		Description	Amount (You must enter Zero "0" to clear Dollar fields)															Total Cash	\$0	Third-Party IN-KIND Contributions		Description	Amount (You must enter Zero "0" to clear Dollar fields)											Total in-kind	\$0
Applicant CASH																																							
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Description	Amount (You must enter Zero "0" to clear Dollar fields)																																						
Total in-kind	\$0																																						

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

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

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

Tab 6: Items to Upload

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

Please arrange the items in the following order when uploading:

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

Preparation

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

Discipline-Specific Items

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

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

Work Samples:

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

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

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

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

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

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

We will accept the following:

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

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

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

Information About Uploaded Files

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

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

Your file names must not:

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

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

Title box: Title each item with a unique name.

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

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

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

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

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

Additional Guidance for Video Samples

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

If you submit a link:

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

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Uploading video samples:

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

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

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

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

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

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

Additional Guidance for Digital images

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

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

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

If you scan material, please follow the guidance below:

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

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

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Additional Guidance for Websites

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

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

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

Tab 7: Organization & Project Info

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

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

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

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

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

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

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

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

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

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

Audience/Participants/Communities

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

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

Age Ranges: (Choose all that apply)

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

Underserved/Distinct Groups: (Choose all that apply)

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

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- Youth at Risk
- Other underserved/distinct group

Submit Your Application

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

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

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

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

Project Updates

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

RESOLUTION NO.: 22 - 2019

OF

JANUARY 28, 2019

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

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

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

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

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

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

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

Best Resources will:

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

The City of Newburgh will:

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

Best Resources and the City of Newburgh will:

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

Vera Best
Best Resource Center, Inc.

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

ORDINANCE NO.: 1 - 2019

OF

JANUARY 28, 2019

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

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

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

§ 71-1. Formation; purpose.

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

§ 71-2. Membership.

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

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

~~Strikethrough~~ denotes deletions

Underlining denotes additions

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

SECTION 3. This Ordinance shall take effect immediately.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

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

Committee Chair:
Gabe Berlin

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

16 January 2019

To whom it may concern,

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

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

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

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

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

Cc: Ali Church
Chad Wade

RESOLUTION NO.: 23-2019

OF

JANUARY 28, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH KLEINSCHMIDT ASSOCIATES PA, PC
FOR PROFESSIONAL ENGINEERING SERVICES
IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST
THE TOWN OF NEW WINDSOR IN THE ORANGE COUNTY SUPREME COURT
BEARING ORANGE COUNTY INDEX NOS. EF005922-2017 AND EF007932-2018
INVOLVING CITY OF NEWBURGH WATER SUPPLY PROPERTIES

WHEREAS, it has been determined that the source of the per- and polyfluoralkyl substances ("PFAS") contamination in the City of Newburgh's former primary source water supply in Washington Lake, originates from the New York State Air National Guard Base and Stewart Airport in Newburgh, NY; and

WHEREAS, in May 2016, the City of Newburgh switched its drinking source water from Washington Lake to Brown's Pond and then to the Catskill Aqueduct in response to implementation of increased regulatory standards for PFOS and PFOA contaminants and the City of Newburgh's former primary source water supply has been unavailable and unusable by the City; and

WHEREAS, the City of Newburgh has commenced tax certiorari proceedings against the Town of New Windsor in the Supreme Court of the State of New York, County of Orange for the 2017-2018 and 2018-2019 tax assessment years bearing Orange County Index Nos. EF005922-2017 and EF007932-2018; and

WHEREAS, by Resolution No.13-2019 of January 14, 2019, the City Council authorized the Interim City Manager to retain Robinson Appraisal Consultants, LLC for professional appraisal services in support of the City's case in the aforesaid proceedings; and

WHEREAS, additional professional engineering services are needed to complete the appraisal and Kleinschmidt Associates PA, PC has been identified and qualified to provide the engineering services required;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and enter into an agreement in substantially the same form as annexed hereto, with such terms and conditions as Special Counsel may require, with Kleinschmidt Associates PA, PC for professional engineering services in connection with tax certiorari proceedings against the Town of New Windsor in the Supreme Court of the State of New York, County of Orange for the 2017-2018 and 2018-2019 tax assessment years bearing Orange County Index Nos. EF005922-2017 and EF007932-2018.

Kleinschmidt Associates PA, PC

January 24, 2019

VIA E-MAIL

Ms. Michelle Kelson
Corporation Counsel
City of Newburgh, New York
83 Broadway
Newburgh, NY 12550

Proposal for Engineering Services (No. 4771001.00)
City of Newburgh v. Town of New Windsor

Dear Ms. Kelson:

At the request of Mr. Jeffery Robinson, of Robinson Appraisal Consultants LLC, Kleinschmidt Associates PA, PC (Kleinschmidt) presents this proposal to the City of Newburgh, New York (the City) to assist Robinson Appraisal Consultants with a valuation of assets located in Newburgh, New York and the Town of New Windsor New York for purposes of a property tax appeal. Our understanding of the work is based upon conversations with Mr. Robinson and an email from Mr. Robinson dated January 14, 2019 outlining the proposed scope of work which we understand you were copied.

Kleinschmidt has worked with Mr. Robinson on past appraisals of reservoir property in New York. We have significant experience in the valuation of water resource assets in New York using the Reproduction Cost New (RCN) approach and have testified in a number of trial proceedings in New York State defending our engineering analyses. The primary liaison with Robinson Appraisal Consultants in this matter will be Mr. Paul J. Williams, P.E. Mr. Williams has extensive experience in the valuation of water resource assets and has been qualified as an expert witness in many similar matters in New York State. See attached résumé (Attachment A). Mr. Williams will be supported as required by the staff of Kleinschmidt which includes electrical, mechanical and civil engineers as well as supporting administrative staff.

UNDERSTANDING OF WORK

We understand that the subject assets consist of nine parcels located in the City of Newburgh and the Town of New Windsor. Six of these parcels are understood to be in the Town of New Windsor with the remainder located in the City of Newburgh. Generally, the assets are understood to include a dam and reservoir with related civil works, a filtration plant and a temporary Granulated Activated Carbon (GAC) treatment facility. We further understand that some of the assets straddle town boundaries and as such, an allocation of RCN is necessary. Robinson Appraisal Consultants is proposing to provide an appraisal of the subject assets relying on reports from two engineering consultants to address RCN costs and useful lives. Kleinschmidt is proposing to perform the RCN analysis of the subject assets. Another engineering consultant will perform the analysis of useful life. Upon our engagement in this matter, we will prepare a

list of required documentation to complete the work. This will generally include as-built drawings, detailed project descriptions, and completed contract cost data.

PROPOSED SCOPE OF WORK

Based on our understanding of the services requested of Kleinschmidt, we are proposing to provide the following services.

Kleinschmidt will prepare an RCN analysis by completing the following proposed tasks.

1. Review available documentation on the design, construction and function of the subject assets.
2. Conduct a site visit to review the general arrangement and function of the constructed subject assets.
3. Prepare an analysis of the RCN of the subject assets broken down by tax parcel and city/town.
4. Submit a summary report detailing the results of the analysis and defining the methodology used as well as the source of data. A draft report will be prepared for the City's review. If it is determined that a trial ready report is required, it will be prepared under the terms of this proposal.
5. We will work under the direction of Robinson Appraisal Consultants to complete the work requested.
6. We are prepared to provide expert testimony supporting our findings as required as an additional service to this proposal.

SCHEDULE

We understand from discussion with Mr. Robinson that an appraisal exchange date has not yet been set but is anticipated in the October, November 2019 timeframe. The duration of time required for us to complete the proposed work is dependent upon the extent and quality of the data that exists. We anticipate that the work can be completed to meet the above milestone date and can provide a more accurate estimate once engaged and having the opportunity to review project documents.

TERMS AND CONDITIONS

We understand that we will be engaged directly with the City of Newburgh. Mr. Robinson and the other engineering consultant will have separate contracts with the City. As is typical for this type of work, we propose to provide professional services on an Hourly Rate Plus Expenses Basis in accordance with this proposal and Kleinschmidt's Standard Terms and Conditions (Attachment B) and 2019 Rate Schedule (Attachment C). Mr. Williams' billing rate for these services is \$275 / hour. All other Kleinschmidt professional staff will be invoiced in accordance with the 2019 Rate Schedule. An estimate of the total number of hours and cost range to complete the work cannot be prepared at this time without having completed a site visit and having the opportunity to review the extent and detail level of existing project documentation.

Dear Ms. Kelson
January 24, 2019

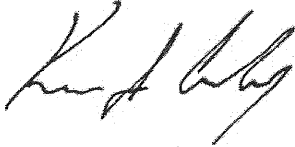
3.

The work proposed by Kleinschmidt Associates PA, PC will be assigned to Kleinschmidt Associates to be completed in accordance with the terms of this proposal.

If this proposal is acceptable to you, please sign and return this document which will serve as our agreement for services and authorization to proceed. We look forward to the opportunity to work with the City on this matter. If you have any questions or require additional information, please contact us.

Sincerely,

KLEINSCHMIDT ASSOCIATES PA, PC



Kevin J. Cooley, P.E.
Vice President

Accepted By:

CITY OF NEWBURGH, NEW YORK

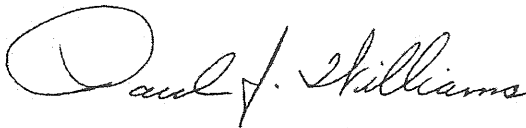
Signature

Printed Name

Title

Date

KLEINSCHMIDT ASSOCIATES



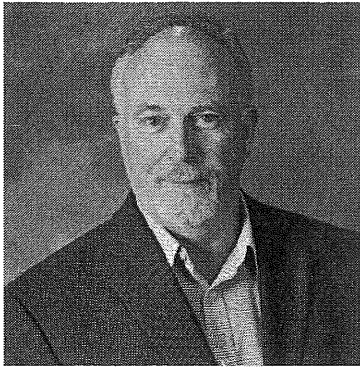
Paul J. Williams, P.E.
Project Manager

PJW:FHW

Attachments: A. Résumé
B. Standard Terms and Conditions
C. 2019 Rate Schedule

cc: Proposal Distribution PA, PC

RÉSUMÉ

PAUL J. WILLIAMS, P.E.**SUMMARY OF PROFESSIONAL TESTIMONY**

Paul Williams is qualified as an expert in multiple court proceedings. Paul provides expert consultation for litigation involving design and operation of hydroelectric projects, as well as consultation for on-going operation and maintenance of hydro plants.

Key Expertise

- Property Tax Appeals and Expert Testimony
- Hydro Expert Witness

Professional Registration

Professional Engineer, ME and VT

Professional Affiliations

Maine Association of Engineers,
Past President

National Hydro Association, Vice Chair
of Research & Development Committee
from 2006 to 2008

Hydro Research Foundation, Advisory
Board Member - Present

Education

B.S. Civil Engineering, Minor in
Business Administration, University of
New Hampshire

Years of Experience

With Kleinschmidt: 37
Total: 43

National Grid v. Town of Marcy

2016

New York Supreme Court, Oneida County

- Property tax litigation – electric transmission assets
- Engineering report on Reproduction Cost New

Towns of Olive and Hurley, New York v. City of New York

2008

New York Supreme Court, Ulster County

- Property tax litigation – Ashokan Reservoir
- Engineering report on Reproduction Cost New

CHE v. Town of Newburgh

2007

New York Supreme Court, Westchester County

- Property tax litigation – electric and gas transmission property
- Engineering report on Reproduction Cost New

Erie Blvd v. Town of Stuyvesant

2007

Hudson, New York, Columbia County

- Condemnation proceeding – hydroelectric project property
- Valuation report

Washington Electric Cooperative v. Towns of Orange, Williamstown, Tunbridge, Topsham, Chelsea, Vermont

2006

Vermont Superior Court, Orange County

- Property tax litigation – electric distribution and transmission assets
- Engineering report on Reproduction Cost New

Erie Blvd v. Town of Moreau, New York

2003-2004

New York Supreme Court, Saratoga County

- Property tax litigation – 3 hydroelectric power plants
- Engineering report on Reproduction Cost New

Erie Blvd v. Town of Queensbury, New York

2003-2004

New York Supreme Court, Warren County

- Property tax litigation – 1 hydroelectric power plant
- Engineering report on Reproduction Cost New

City of Berlin, NH v. PSNH

2002

New Hampshire Public Utilities Commission

- Condemnation proceeding – hydroelectric plant

NMPC/Erie Blvd v. Town of Hadley, New York

2002

New York Supreme Court, Saratoga County

- Property tax litigation – 2 hydroelectric power plants
- Engineering report on Reproduction Cost New

NMPC v. Town of Ephratah, New York 2002
New York Supreme Court, Saratoga County

- Property tax litigation – hydroelectric power plant
- Engineering report on Reproduction Cost New

NMPC v. Town of Cohoes, New York 2001
New York Supreme Court, Albany County

- Property tax litigation – hydroelectric power plant
- Engineering report on Reproduction Cost New

Vermont Yankee v. Cianbro Corporation 2001
American Arbitration Association – Boston, MA

- Construction claim

NMPC v. Town of Trenton, New York 2000
New York Supreme Court, Oneida County

- Property tax litigation – hydroelectric power plant
- Engineering report on Reproduction Cost New

Crown Vantage Inc. v. City of Berlin, New Hampshire 1996
New Hampshire Supreme Court, Coos County

- Property tax litigation – hydro plants and electric system
- Engineering report on Reproduction Cost New

Washington Electric Co-op v. Contractors Crane Service 1984
Vermont Superior Court, Washington County

- Construction claim

OTHER TESTIMONY/DEPOSITIONS/AFFIDAVITS

- Tax Court of New Jersey, Mobil Oil Corp v. Township of Greenwich – 2012
- United States District Court, Northern District of New York- Civil Action – 2010
- Vermont Legislature - Natural Resources and Energy Committee – 2010
- Dam Failure – New Hampshire – 2010
- Accidental Drowning near Hydro Project – New Hampshire – 2009
- Personal Injury/Property Damage Claim (Flood) at Hydro Project – New Hampshire – 2004
- Accidental Drowning at Hydro Project – New York – 2000
- Property Damage Claim (Fire) at Hydro Project – Maine – 1999
- Grand Jury Testimony – Criminal Proceeding – Suffolk County, Massachusetts – 1980

STANDARD TERMS AND CONDITIONS

KLEINSCHMIDT ASSOCIATES PA, PC
(A MAINE CORPORATION)
STANDARD TERMS AND CONDITIONS

1. **Purpose:** These Standard Terms and Conditions when combined with a Proposal are intended to form a complete Agreement between Kleinschmidt Associates PA, PC (Kleinschmidt) and the Client to whom the Proposal is addressed. When Kleinschmidt's signed Proposal has been accepted by the Client, the resulting Agreement shall take the place of all other agreements and representations concerning the subject of the Proposal. This Agreement may be amended only by a writing signed by both parties. Terms and Conditions of any purchase order issued by Client shall not be part of this Agreement unless separately signed by Kleinschmidt.
2. **Payment:** In consideration for Kleinschmidt's performance of the proposed work, Client shall pay Kleinschmidt as stated in the Proposal. Client agrees to pay promptly Kleinschmidt's fees and expenses as submitted on monthly invoices. If any balance remains unpaid thirty days from the date of the invoice, Client shall pay interest on the unpaid balance at the rate of one and one-half percent per month from said thirtieth day and shall, in addition, pay Kleinschmidt's costs of collection including reasonable legal fees.
3. **Client's Duties:** At no cost to Kleinschmidt, Client shall:

Promptly provide to Kleinschmidt the information required by Kleinschmidt for performance of its services.

Provide Kleinschmidt personnel with access to the work site so that they may perform their work without interference.

Designate a Client's representative with authority to transmit instructions, receive information and define Client's policies concerning this Agreement.

Promptly notify Kleinschmidt of any defect in Kleinschmidt's services as soon as Client becomes aware of it.

Prior to commencement of Kleinschmidt's work, furnish Kleinschmidt with any special design or construction standards, which Client may require Kleinschmidt to follow.
4. **Kleinschmidt's Liability:** Kleinschmidt's services will be performed with that degree of reasonable care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The total liability by Kleinschmidt and its agents for all claims relating to the work outlined in the Proposal shall not exceed the compensation received by Kleinschmidt or \$50,000, whichever is greater.

Kleinschmidt shall not be liable for any losses resulting from deficiencies in its services if those deficiencies arise from a cause beyond Kleinschmidt's reasonable control.
5. **Betterment:** If Kleinschmidt omits a required element of the project, Kleinschmidt shall not be responsible for paying the cost to add such item to the extent that it would have been necessary to the project or otherwise adds value or betterment. Kleinschmidt will not be responsible for any added cost or expense that provides betterment, upgrade or enhancement of the project.
6. **Shop Drawing Review:** When authorized by Client, Kleinschmidt shall review contractor submittals, such as shop drawings, product descriptions, samples, and other data, but only for determining that it conforms to the design concept and that it appears consistent with the contract documents. This shall not include checking the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination of the work with other trades, or construction safety issues, all of which are the sole responsibility of the Contractor.

Kleinschmidt's review shall be conducted with reasonable promptness while allowing sufficient time to permit a review that is adequate in Kleinschmidt's judgment. Review of a specific item does not mean that Kleinschmidt has reviewed the entire assembly of which the item is a part.

Kleinschmidt shall not be responsible for any deviation from the contract documents unless the deviation is brought specifically to Kleinschmidt's attention by the Contractor in writing. Kleinschmidt shall not be required to review partial submissions or those for which correlated items have not been received.

7. **Ownership of Documents**: Any drawings, specifications, or reports prepared by Kleinschmidt under this Agreement shall be the property of Client; however, Kleinschmidt shall have the unlimited right to use such drawings, specifications, and reports and the intellectual property therein. Client's use of such drawings, specifications, and reports shall be limited to the project or purpose for which they were prepared. Any use other than that purpose will be at Client's sole risk and without liability to Kleinschmidt and Client shall indemnify and hold harmless Kleinschmidt from all claims, damages, losses, and expenses resulting therefrom.
8. **Opinions of Probable Cost**: Opinions of Probable Cost prepared by Kleinschmidt are merely expressions of Kleinschmidt's judgment based on its experience as a design professional familiar with the industry. Kleinschmidt has no control over market prices, construction methods, or competitive conditions and therefore cannot represent that actual bids or negotiated prices will not vary from Kleinschmidt's Opinions of Probable Cost.
9. **Patents**: Kleinschmidt's work under this Agreement shall not include patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright infringement that may arise from its work. Kleinschmidt makes no representation that anything made, used, or sold in connection with its services will be free from such infringement.
10. **Termination or Suspension**: Either party may terminate this Agreement upon reasonable notice to the other. Kleinschmidt shall be paid for the services provided and expenses incurred through the date of termination.

If the Agreement is terminated by the Client without breach by Kleinschmidt or if Kleinschmidt terminates for Client's breach, Kleinschmidt shall also be paid its reasonable and necessary termination costs which may include layoff and demobilization expenses as well as costs of terminating contracts, leases, and other obligations incurred by Kleinschmidt in reliance upon this Agreement. If Client suspends the work, Kleinschmidt shall be reimbursed by Client for such added fees and costs which arise from the suspension and remobilization.

Kleinschmidt shall not be liable to Client for losses resulting from Kleinschmidt's termination or suspension caused by Client's non-payment or other material breach of this Agreement.

11. **Assignment**: Neither party shall assign its rights, interests, or obligations under this Agreement without prior written consent from the other party; but such consent shall not unreasonably be withheld.
12. **No Waiver**: The failure of either party to enforce a provision of this Agreement shall not prevent that party from later enforcing it or from pursuing the remedies that may be available for breach of the provision.
13. **Indemnification**: Within its limit of liability Kleinschmidt shall indemnify and hold harmless the Client and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Kleinschmidt or its agents in the performance of services under this Agreement.

Client shall indemnify and hold harmless Kleinschmidt and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Client or its agents with respect to this Agreement.
14. **Governing Law**: This Agreement shall be governed by the laws of the State of Maine, provided that nothing contained in the Agreement shall be interpreted in such a way as to render the Agreement unenforceable under any law of the United States or the law of the place in which the Client is located.
15. **Time for Acceptance**: Kleinschmidt's proposal shall remain firm for no longer than 60 days unless another period is specified in the proposal or the time is specifically extended by Kleinschmidt.

2019 RATE SCHEDULE

KLEINSCHMIDT ASSOCIATES
2019 RATES (USD)

LABOR CATEGORY	HOURLY BILLING RATE
SENIOR MANAGERS/CONSULTANTS	
Principal Consultant F1	\$220.00
Senior Manager M1G	\$205.00
Team Leader M1T	\$180.00
ENGINEERS	
Senior Engineering Consultant E6	\$195.00
Senior Engineer E5	\$162.00
Project Engineer E4	\$146.00
Engineer E3	\$135.00
Staff Engineer E2	\$125.00
Engineer Technician E1	\$95.00
LICENSING COORDINATORS/PLANNERS	
Senior Regulatory/Planner Advisor L/P7	\$210.00
Senior Licensing Coordinator/Planner L/P6	\$170.00
Project Licensing Coordinator/Planner L/P5	\$141.00
Licensing Coordinator/Planner L/P4	\$125.00
Staff Licensing Coordinator/Planner L/P3	\$108.00
Associate Licensing Coordinator/Planner L/P2	\$92.00
Licensing Coordinator/Planner Technician L/P1	\$74.00
Licensing Intern L/P0	\$60.00
SCIENTISTS	
Senior Science Advisor S7	\$212.00
Senior Scientist S6	\$168.00
Project Scientist S5	\$139.00
Scientist S4	\$123.00
Staff Scientist S3	\$106.00
Associate Scientist S2	\$84.00
Scientist Technician S1	\$72.00
Field Technician S0	\$55.00
PROJECT AND PROGRAM MANAGEMENT	
Program Director	\$215.00
Senior Project Manager PM2	\$210.00
Project Manager PM1	\$179.00
Project Controller A6	\$118.00
Senior Project Coordinator/Accountant A5	\$108.00
Project Administrator/Accountant A4	\$98.00
Administrative Staff A3	\$85.00
Associate Administrative Staff A2	\$72.00
Office Assistant A1	\$66.00
DESIGNERS/DRAFTERS	
Lead Designer D5	\$130.00
Senior Designer D4	\$122.00
Designer D3	\$107.00
Senior Drafter D2	\$92.00
Drafter D1	\$81.00

RESOLUTION NO.: 24-2019

OF

JANUARY 28, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH THOMAS F. ZIMMIE, PHD, P.E., D.GE
FOR PROFESSIONAL ENGINEERING SERVICES
IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST
THE TOWN OF NEW WINDSOR IN THE ORANGE COUNTY SUPREME COURT
BEARING ORANGE COUNTY INDEX NOS. EF005922-2017 AND EF007932-2018
INVOLVING CITY OF NEWBURGH WATER SUPPLY PROPERTIES**

WHEREAS, it has been determined that the source of the per- and polyfluoralkyl substances ("PFAS") contamination in the City of Newburgh's former primary source water supply in Washington Lake, originates from the New York State Air National Guard Base and Stewart Airport in Newburgh, NY; and

WHEREAS, in May 2016, the City of Newburgh switched its drinking source water from Washington Lake to Brown's Pond and then to the Catskill Aqueduct in response to implementation of increased regulatory standards for PFOS and PFOA contaminants and the City of Newburgh's former primary source water supply has been unavailable and unusable by the City; and

WHEREAS, the City of Newburgh has commenced tax certiorari proceedings against the Town of New Windsor in the Supreme Court of the State of New York, County of Orange for the 2017-2018 and 2018-2019 tax assessment years bearing Orange County Index Nos. EF005922-2017 and EF007932-2018; and

WHEREAS, by Resolution No.13-2019 of January 14, 2019, the City Council authorized the Interim City Manager to retain Robinson Appraisal Consultants, LLC for professional appraisal services in support of the City's case in the aforesaid proceedings; and

WHEREAS, additional professional engineering services are needed to complete the appraisal and Thomas F. Zimmie, PhD, P.E., D.GE has been identified and qualified to provide the engineering services required;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and enter into an agreement with such terms and conditions as Special Counsel may require with Thomas F. Zimmie, PhD, P.E., D.GE for professional engineering services in connection with tax certiorari proceedings against the Town of New Windsor in the Supreme Court of the State of New York, County of Orange for the 2017-2018 and 2018-2019 tax assessment years bearing Orange County Index Nos. EF005922-2017 and EF007932-2018.

Kelson, Michelle

From: Tom Zimmie <zimmit@rpi.edu>
Sent: Wednesday, January 16, 2019 4:17 PM
To: Kelson, Michelle
Subject: City of Newburgh v. Town of New Windsor- fee proposal
Attachments: CV Short 2pg.docx; CV TZ 5pg.doc

Dear Ms. Kelson: Thank you for giving me the opportunity to offer my engineering services in the above noted matter. I have been involved with a number of similar cases, and feel qualified to offer my services. I have many years of experience dealing with dams and dikes: design, inspection, maintenance, and estimates of useful life.

Based on the information provided me, I expect my duties would be to provide a report on the life-expectancy of the Washington Lake reservoir dams and dikes.

My rates are \$250.00 per hour, plus expenses. I would not expect much expenses in this case.

I hope I can be of service to you in this matter.

A long and a short version of my CVs are attached.

Thomas F Zimmie, PhD, P.E., D.GE
Professor of Civil & Environmental Engineering
Rensselaer Polytechnic Institute
110-8th Street, Troy, NY 12180
Ph 5182766939 Fax 5182764833
zimmit@rpi.edu

Thomas F. Zimmie, PhD, PE, D.GE

Professor
Civil & Environmental Engineering Department
Rensselaer Polytechnic Institute

EDUCATION:

Ph.D. Civil Engineering, University of Connecticut, 1972
M.S. Civil Engineering, University of Connecticut, 1962
B.S. Civil Engineering, Worcester Polytechnic Institute, 1960

POSTDOCTORAL EDUCATION:

NSF Post Doctorate Fellow – Norwegian Geotechnical Institute, Oslo, Norway, 1972 – 1973

PROFESSIONAL EXPERIENCE:

- ◇ Owner and President, Civrotech Engineering, P.C., Troy, NY, 1992-Present
- ◇ Faculty, Civil Engineering Department, Rensselaer Polytechnic Institute, 1973 – Present
- ◇ Program Director, Geomechanics, National Science Foundation, Washington, DC, July 1988 – July 1990 (Leave of Absence)
- ◇ Town Engineer, Town of North Greenbush, NY, January 1986 – July 1988
- ◇ Engineer, Hazardous Waste, New York State Department of Environmental Conservation, July 1983 – April 1985 (Sabbatical)
- ◇ Engineer, Hydrology, New York State Department of Environmental Conservation, May 1974 – September 1974
- ◇ NSF Post Doctorate Fellow – Norwegian Geotechnical Institute, Oslo, Norway, June 1972 – June 1973
- ◇ Town Engineer, Town of Mansfield, Connecticut, September 1967 – May 1972
- ◇ Engineer, Soils Research, Connecticut State Department of Transportation, May 1968 – September 1968
- ◇ Engineer, Project Management, Union Carbide, Linde Division, July 1964 – September 1967
- ◇ Engineer, Military, 1st LT., U.S. Army Corps of Engineers, July 1962 – July 1964
- ◇ Geodetic Surveying, Federal Government, U.S. Navy Oceanographic Office, May 1961 – September 1961
- ◇ Graduate Assistant, University of Connecticut, September 1960 – June 1962, September 1967 – May 1972

CONSULTING:

Owner and President, Civrotech Engineering, P.C., Troy, NY, 1992 – Present
Private Consultant, Thomas F. Zimmie, Ph.D., P.E., Troy, NY, 1973 – Present

Vice President, Arch. Engineering, Troy, NY, 1984 – 1988
Consulting Partnership, Wang and Zimmie, Troy, NY, 1973 – 1982
Private Consultant, (Self Employed), Storrs, CT, September 1967 – June 1972
Registered Professional Engineer in New York and Connecticut since 1966

PUBLICATIONS:

Authored/Co-authored about 280 Publications.

SOME SELECTED PUBLICATIONS:

De, A., Zimmie, T.F., and Vamos, K.E. (2005), "Centrifuge Experiments to Study Blast Effects on Underground Pipelines", Pipelines 2005, Proc. of the Pipeline Div. Specialty Conf., (Vipulanandan, C. and Ortega, R. eds.), Aug., 2005, Houston, TX, ASCE, pp. 362-370.

Simpson, P.T., Sausville, M.J., Zimmie, T.F. and Abdoun, T.H. (2005), "Geotechnical Centrifuge Modeling of Explosive Cratering on Earth Embankments and Dams", Proc. (CD), Intl. Conf. on Energy, Environment and Disasters (INCEED 2005), Charlotte, NC, July, 2005, paper 278, session D12.

Zimmie, T.F., Sausville, M.J., Simpson, P.T. and Abdoun, T.H. (2005), "Blasting Studies on Dams Using the Geotechnical Centrifuge", Dam Safety 2005, Proc. of the ASDSO Annual Conf. on Dam Safety, New Orleans, LA, Sept., 2005, Assoc. of State Dam Safety Officials-conference moved to Orlando, FL. due to Hurricane Katrina.

Adalier, K., Pamuk, A., and Zimmie, T. (2003), "Seismic Retrofit of Coastal Dikes", Proc. of OMAE, 2003 22nd International Conference on Offshore Mechanics and Arctic Engineering, Cancun, Mexico, pp.572-581.

Adalier, K., Pamuk, A., and Zimmie, T. (2003), "Earthquake Retrofit of Highway/Railway Embankments by Sheet Pile Walls", Geotechnical & Geological Engineering, 22:73-88.

"Rehabilitation of Coastal Dikes", Intl. Conference of Offshore and Polar Engineers, Honolulu, Hawaii, May, (2003), pp. 432-442, with A. Pamuk, and K. Adalier

"Reinforcement of Existing Slopes Using High Strength Geotextiles with Drainage Capability", Proceedings, International Conference on New Developments in Soil Mechanics and Geotechnical Engineering, T. F. Zimmie, A. Pamuk, K. Adalier and M. B. Mahmud, pp. 75-82, Near East Technical University, Cyprus (2003).

Quiroz, J.D. and Zimmie, T. F. (2000), "Field Shear Strength performance of Two Paper Mill Sludge Landfill Covers," Geotechnics of High Water Content materials, ASTM STP 1374, T.B. Edil and P.J. Fox, eds., American Society of Testing and Materials, West Conshocken, PA, pp. 255-266.

Quiroz, J.D., Simpson, P.T., and Zimmie, T.F. (2000) "Evaluation of Paper Sludge Landfill Cover Settlement," *Environmental Geotechnics*, ASCE Geotechnical Special Publication No. 105, T.F. Zimmie, ed., ASCE, Reston, VA, pp. 16-31.

Quiroz, J.D. and Zimmie, T.F. (2000) "Field Hydraulic Conductivity of a Paper Mill Sludge Hydraulic Barrier Using Two Stage Borehole Tests," *International Conference on Practical Applications in Environmental Geotechnology: Ecogeo 2000*, M. Tammirinne, ed., Technical Research Centre of Finland, Espoo, Finland, pp. 143-149.

Zimmie, T.F. and Holtz, R.D. (2000) "U.S. National Report – Geotechnical Education in the U.S.A.," 1st International Conference on Geotechnical Education, Proceedings, Sinaia, Romania, June 2000, pp. 45-55.

Quiroz, J.D. and Zimmie, T.F. (2000) "Long Term Monitoring of Waste Paper Sludge Landfill Covers," *Green 3*, International Conference on Environmental Geotechnology, Proceedings, Berlin, Germany, June, 2000, pp. 174-186.

Simpson, P.T. and Zimmie, T.F. (2000) "Modeling and Prediction of Landfill Settlements," Proceedings, 5th International Symposium on Environmental Geotechnology and Global Sustainable Development, Belo-Horizonte, Brazil, Aug., pp. 57-65.

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Quiroz, J.D. and Zimmie, T.F. (2000) "Slope Stability Factors of Safety for Paper Mill Sludge Landfill Covers," Proceedings, Third International Workshop on the Use of Paper Industry Sludges in Environmental Geotechnology and Construction, K.Haavikko, T.F. Zimmie, J. Saarela and M. Tahtinen, eds., Finnish Environment Institute, Helsinki, Finland, pp. 31-39.

Zimmie, T.F. and Quiroz, J.D. (2000) "Technical Possibilities for Paper Sludge Utilization," Proceedings, Third International Workshop on the Use of Paper Industry Sludges in Environmental Geotechnology and Construction, K.Haavikko, T.F. Zimmie, J. Saarela and M. Tahtinen, eds., Finnish Environment Institute, Helsinki, Finland, pp. 8-19.

(Editor) (2000), "Environmental Geotechnics," Geotechnical Special Publication No. 105, ASCE, Reston, VA, 168 pages.

De, A. and Zimmie, T.F. (1999), "Estimation of Dynamic Frictional Properties of Geonet Interfaces," Proceedings, Geosynthetics '99 Boston, April, Vol. 1, pp. 545-558.

Zimmie, T. F. and Saarela, J. (Eds.) (1999) (1998)(1997) Proceedings, 1st, 2nd and 3rd Intl. Workshops on the Use of Paper Industry Sludges in Environmental Geotechnology and Construction, Finland (1997, 1999), RPI (1998).

Zimmie, T.F. and De, A. (1996), "Centrifuge Modeling to Study Stability of Dams," 13th Annual Conf., Assoc. of State Dam Safety Officials, Seattle, pp. 630-639.

Mahmud, M. and Zimmie, T.F. (1996), "Instrumentation for Centrifuge modeling of Geotextile Reinforced Slopes," Intl. Symposium on Earth Reinforcement, IS KYUSHU '96, Japan, with pp. 216-222.

Zimmie, T.F. (1995), Geo-Environmental Research Using Centrifuges," (1995), The Encyclopedia of Environmental Control Technology, (P.N. Cheremisinoff, ed.), Gulf Publishing Co., Houston, TX, Vol. 9, Chapter 10, pp. 335-366.

Zimmie, T.F., De, A., and Mahmud, M.B. (1994), "Accelerated Groundwater Transport Studies Using a Geotechnical Centrifuge," Transportation Research Record, No. 1434, Transportation Research Board, National Academy Press, Washington, D.C., pp. 47-54.

Zimmie, T.F., Mahmud, M.B., and De, A., (1994), "Accelerated Physical Modelling of Radioactive Waste Migration in Soil," Canadian Geotechnical Journal, Vol. 31, No. 5, pp. 683-691.

Othman, M.A., Benson, C.H., Chamberlain, E.V., and Zimmie, T.F. (1994), "Laboratory Testing to Evaluate Changes in Hydraulic Conductivity of Compacted Clays Caused by Freeze-Thaw: State-of-the-Art," Hydraulic Conductivity and Waste Contaminant Transport in Soils, ASTM STP 1142, ASTM, Philadelphia, pp. 227-254.

Zimmie, T.F., De, A., and Mahmud, MB. (1994), "Centrifuge Modeling to Study Dynamic Friction at Geosynthetic Interfaces," Proceedings, Fifth International Conference on Geotextiles, Geomembranes and Related Products, Vol. I, pp. 415-418.

Zimmie, T.F., Mahmud, M.B., and De, A. (1994) "Simulation of Long Term Performance of Landfill Covers," Proceedings of the International Conference: Centrifuge '94, Singapore, Editors C.F. Leung, F.H. Lee, and T.S. Tan, A. A. Balkema, Rotterdam, pp. 375-380.

TEACHING:

Estimate have taught 20 different courses at all levels, freshmen to graduate courses, about 120 total sections, taught about 1500 civil engineering students, and total about 3000 – 4000 students (not all different students, many took several courses from me).

SCIENTIFIC AND PROFESSIONAL SOCIETIES:

- ◇ American Society of Civil Engineers (National and Local Section) (Formerly member of Geotechnical Engineering Committee on Environmental Concerns. Formerly member of Geotechnical Engineering Division Committee on Publications – Member, Editorial Board)
- ◇ Transportation Research Board (Formerly Chairman A2L03, Member A2L03, Member A2K06, Official TRB University Representative)

- ◇ International Society of Soil Mechanics and Foundation Engineering
- ◇ American Road & Transportation Builders Association – Research and Education Division – January 2001 elected to Board of Directors
- ◇ National Water Well Association
- ◇ Association of Groundwater Scientists and Engineers
- ◇ American Geophysical Union
- ◇ Association of State Dam Safety Officials
- ◇ New York State Asphalt Pavement Association
- ◇ American Society for Testing and Materials (Member Committee D-18; Subcommittees D-18.04, D-18.14; Formerly Chairman D-18.04 and D-18.14; Member Committee D-34)
- ◇ Sigma Xi
- ◇ Tau Beta Pi (Engineering)
- ◇ Chi Epsilon (Civil Engineering)
- ◇ Association of Drilled Shaft Contractors
- ◇ American College of Forensic Examiners, Board Certified, Diplomate
- ◇ University Council of Geotechnical Engineering Research (USUCGER) (Elected to Executive Board, Treasurer 1993-1994, President Elect 1994-1995, National President 1995-1997, Past President 1997-1998) – This organization comprises most of the geotechnical engineering faculty at U.S. universities; elections are national elections.
- ◇ Member of TC31, Committee on Geotechnical Education and Training, of the International Society of Soil Mechanics and Geotechnical Engineering (1 of only 2 U.S. members, maximum two members per country allowed on committee).
- ◇ International Society of Environmental Geotechnology (ISEG), founding member, North American Representative, Board Member, Councilor

HONORS AND AWARDS:

- ◇ NSF Postdoctoral Fellow
- ◇ State of Connecticut Fellowship
- ◇ Worcester Prize, Academic Excellence (Undergraduate)
- ◇ Duckworth Foundation Scholarship
- ◇ Who's Who in American Colleges and Universities
- ◇ Listed in various Who's Who type publications
- ◇ ASTM Service Award (For Symposium and Editing STP)
- ◇ ASTM Publication Award (For paper in an STP)
- ◇ Transportation Research Board (Service Award)
- ◇ ASCE Awards and Certificates of Appreciation (for Outstanding Service as Faculty Advisor to ASCE Student Chapter)
- ◇ National Science Foundation Merit Award (while serving as NSF Program Director)
- ◇ Elected Fellow of ASCE
- ◇ Jerome Fishbach Faculty Award, RPI
- ◇ ASCE Meritorious Service Award, 2006
- ◇ David M. Darrin Student Counseling Award, RPI, 2007

RESOLUTION NO. 25 - 2019

OF

JANUARY 28, 2019

**A RESOLUTION TO FILL A VACANCY IN THE OFFICE OF COUNCIL
IN WARD 3 OF THE CITY OF NEWBURGH**

WHEREAS, the resignation of Jonathan Jacobson has created a vacancy in the office of Council in Ward 3; and

WHEREAS, Section C3.22(A) of the City Charter states that “[a]ny vacancy in elective office occurring from any cause other than expiration of term shall be temporarily filled by appointment of Council”; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to appoint Robert Sklarz to the office of Council in Ward 3 of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh that Robert Sklarz is hereby appointed to the office of Council in Ward 3 of the City of Newburgh until the first day of January next following the next general election.

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