

A regular meeting of the City Council of the City of Newburgh was held on Monday, August 12, 2019 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

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

Mayor Harvey asked us to think about the innocent victims of the mass shootings in both El Paso, Texas and Dayton, Ohio.

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/ Lista de Asistencia

Present: Mayor Harvey, presiding; Councilman Grice, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilman Sklarz, Councilwoman Sofokles-7

COMMUNICATIONS

Approval of the Minutes of the City Council Meeting on July 8, 2019

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Carried

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

City Manager Joseph Donat highlighted key points in City departments.

On July 30th, the water, fire codes and DPW departments were alerted to water in the gas lines in the areas of Bridge Street. The ultimate cause of it is that they were old lines. Water crept in the lines. Our teams, including Mayor Harvey, remained on the scene until 6 A.M., when the problem was finally solved. During the situation, two buildings were condemned. The conditions, in which people lived, were inhumane. The landlord disregarded the city in a prior response, and he put his tenants' lives in jeopardy. This action will not be tolerated. It is a city-wide issue, in which all of our teams are responding, in kind.

The police department received over 3000 calls for service this month. The department hosted the 2nd Annual Junior Cadet Week. The program gives local youth the chance to increase its knowledge of the criminal justice system through a wide array of activities, ranging from mock trials to canine demonstrations. The program will culminate with a great trip to Six Flags Amusement Park after graduation. The application process for the upcoming police exam was closed last month. Five hundred applications were received. Seventy- three of the applicants were city residents applying to be officers. The exam will

be conducted in September.

In Planning and Development, the number of vacant properties is six hundred fifty-eight. Ninety-three of those properties have active permits, while three hundred twenty-two have had no action taken. The MTA and Metro North Railroad have publicized the City of Newburgh on its website, and featured us in the article "Gateway on Your Own."

In the water department twenty-three high definition cameras have been installed around the water filtration plant. The department has conducted a training for some of its colleagues, using State of the Art technology that we purchased six months ago. This new technology allows us to replace water valves without disrupting service. The Orange County Executive was driving by and was very impressed with the work that Wayne and his team are doing in the department.

The DPW is working on its upcoming paving season, which will begin in September. Some of the pothole work has already been underway. Little Britain Road, Washington Terrace, Lake Drive, Fullerton Avenue and Grove Street are slated to be paved. In order for the paving to be successful, some of the catch basin repair work has been underway. We had a successful street cleaning initiative this summer, in which 1000 hours were dedicated to the program. Each ward was kept clean on a daily basis, and it has laid the ground work for targeted enforcement that is being resurrected throughout the city. Even with these initiatives, dumping and proper trash collecting is still a concern and the city manager reminded everyone of adherence to trash regulations that are in place for the city.

On the engineering side, Donat discussed the Washington Lake Intake Gatehouse. The council has voted to increase funding to address a number of deficiencies. The gatehouse was up and running until we had to switch our water supply in 2016. Donat showed us slides of the original plans and the current structure. A new roof was put on and some work to the interior was performed. He updated us on the West Trunk Sewer Rehabilitation project, in which the catch basin was being repaired by private contractors. Also he commented on The Washington Street and Marine Drive alignment project. It involves road modifications that will provide for a safer and gradual transition for anyone that crosses that grade crossing.

To date, seven hundred thirty municipal IDs have been issued since the program began last month. Donat thanked the Clerk's Office, as well as Nobody Leaves Mid-Hudson and a number of other volunteers that have assisted. We will continue to issue the IDs on Tuesdays and Wednesdays from 9 A.M. until 3 P.M.

Donat announced the upcoming 31st Annual International Festival, which will be held August 30th through September 2nd.

The city will attempt to launch a blood drive in the fall. We are seeking volunteers to

donate blood, and anyone who is interested can contact Michelle Mills in the Civil Service Office at (845) 569-7340.

Donat showed us a photo of the taxi license that will be issued to all licensed cabs. Inspections are currently underway, and brochures will be posted on the website in both Spanish and English.

Lastly Donat encouraged the public to continue to post their concerns and issues on the city's App *FYI Newburgh*. All concerns will be addressed.

The City Manager concluded his report.

PRESENTATIONS

Presentation of Certificates of Recognition to the Boys & Girls Club of Newburgh Hudson Valley Panther's on becoming National 16U Gold Champions at the Super Showcase at ESPN Wide World of Sports in Orlando, FL

Mayor Harvey stated that he is excited about this presentation. Certificates of Recognition were presented to the members of the Boys and Girls Club of Newburgh Hudson Valley Panthers for being National 16U Gold Champions at the Super Showcase in Orlando, Florida.

He thanked the parents for their support, and he said that it could not have happened without parental support. The council joined the mayor in issuing the certificates of recognition to the young athletes. Harvey stated that so many times we hear about negative things about the youth in our community. It gives him great honor and pleasure to present these young men with the certificates.

To the athletes, Councilwoman Rayford stated that this showcase was strictly about *You*. It also looks at your academics, and she wanted to encourage the young men to stay focused on their books, and not let anything distract them. Rayford pointed out that it is all of our responsibility, as a community, to look after these young men to help them remain focused.

Councilwoman Sofokles commented that she sat on the Board of Glenn Hines for many years. She is very proud of their achievements, and she encouraged them to keep doing what they are doing.

Councilwoman Monteverde told the athletes to continue to stand strong and keep up the good work.

Councilman Sklarz congratulated the team. He stated that this victory will be in their hearts forever, and they should savor it.

Harvey pointed out, that as an educator he has seen many young men and women athletes come through NFA, and not be able to play at college level because they did not meet the academic requirements of the NCAA Clearinghouse. We all like championships and winnings; but, the biggest gift and award that you can give to this city is getting through that clearinghouse and using academics to get you to that next level.

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

Ethan Acosta stated that he has lived in the city for twenty-three years. Recently he started skating at the park and the lights don't come on at night. It's not fair that the rest of the park is lit. Also the soccer league is charged \$1500 per team each season; yet, the basketball league is charged \$350. There are children that can't afford to play in the City of Newburgh. It is unfair compared to what other teams are paying to use the park. Acosta believes that the City should be running all of its sports programs.

Juan Luis stated that he recently started hosting an adult league for soccer whenever he can. He loves the sport, and Mr. Derek has done all that he can to accommodate him. The price is up there though. Ultimately his goal is to bring in funds to give back to the community; but, they need to have the opportunity to do it.

Charlie Gardner of Cornwall, New York commented. He has seen great things at the skate park. He would like to see the lights on until midnight. Sometimes working parents can only spend time with their children later in the evening. El Paso, Texas and Florida both have skate parks that help keep kids safe, and it helps to keep them from having to skate in the lit parking lots.

Tom Roberts is frustrated with the City of Newburgh. He asked for an update for drivers not stopping for pedestrians crossing at crosswalks. Also what is being done with all of the 'zombies' walking around Broadway and Liberty Street. Many of his patrons feel threatened, and the police could not respond because they were busy with other things. Roberts wants the council members to come down and see the problems for themselves. He has even seen people urinating in broad daylight. Roberts stated that lower Broadway looks like a dump. He does not understand why businesses on the waterfront don't pay taxes; and yet they fare very well. He stated that he would continue to speak at every council meeting until something gets done.

Steven Majano spoke about the skate park. The kids are going to want to go there after school in September. Ensuring that the park is child-friendly is what the parents desire. Also a water fountain should be installed there so that they can fill up their water bottles.

Mr. Stanton clarified that there are lights at the skate park, but, they were never put on in the past.

Karla Johnson has a problem with the homelessness. Councilwoman Monteverde tries to work with the homeless population in this city. Johnson does not understand James Skoufis' project with the bus stops when the homelessness is a bigger situation. She does not understand why he doesn't see the problem. Johnson does not feel like we should focus on bus stops; we need to focus on housing. She congratulated the basketball team. The skate park should be lit. Every park she has been to in New York City has water fountains for the children.

Jonathan Massey spoke about gentrification and landlords not being held accountable for harassment. He has been homeless before, and it is not a good feeling. He knows two people who have committed suicide because they hit rock bottom and did not know what to do. Some landlords act like dictators and tell you that you can't have company. Also there should be a cap on rent. This is causing gentrification, and therefore, the high cost of rent in the city. No one is perfect, but, we have to open our eyes.

Luis Giordano stated that he lives at the ministry now, and there is a lot of chatter downtown about newly renovated homes and the rising costs of living in this city.

George Kaknis owns a building on Broadway. He is concerned about the recent increase in

the sanitation fees. A 40 % increase is exorbitant. He knows that for parcels on Broadway, the city implemented a 5x per week pickup years ago. Different businesses have different needs. He proposed that the pickup should be changed to 3x per week as a cost savings effort. He does not want to have to pass off these fees to his tenants, especially when we are talking about affordable housing. Recyclables could still be a 1x per week pickup. If there is anyway that can be looked at, then he would appreciate it.

Mayor Harvey commented about the sanitation increase. The increase gave everyone on the council an overwhelming response from the community. Sanitation is an enterprise fund and it has to function on its own. Previous administrations had not given proper information to the council. Had they done so, then the fees could have been raised in smaller increments. The sanitation has not increased in seven years. In 2015 the sanitation fund went into a deficit. This is the reason why there was an increase.

Rene Mejia thanked the council for all of its support for the municipal ID program. It brings a smile to his face. He asked the public to come out and support the program by getting their ID. Over seven hundred IDs have been issued; but, there are so many more people out there who could benefit from it. Also he mentioned some of the local businesses that offer a discount when a person shows his/or her ID. This is one thing we can rally behind and have a symbol of unity.

Omar Herrera asked the council why there is not a turn light signal at the intersection of Broadway and Robinson Avenue. Also there are a lot of streets that are in such bad condition that it seems like his tires are going to fall off. Herrera stated that the sanitation increases are a big issue too.

Justin Fermin stated that the skate park is like his second home. He goes there everyday. He wants to feel safe to go there at night, and would like to see it lit up so that he can skate whenever he can.

Chris stated that he is fairly new to the City of Newburgh. He appreciated the clarification about the sanitation. He asked if the billing could be generated in accordance to usage. He personally is paying for something that he is not using. He called some of the other companies in the area and it does not seem to be comparable to what companies are charging quarterly. Can we look outside of the city for a more economic alternative? He feels like he is wasting money. The fee is huge for someone who does not generate much garbage.

Michelle Kelson stated that it is not really a charter revision involved. To change a particular method of developing the sanitation fees requires a local law. There are other rates in the code that were changed by ordinance. There are two different methods by which the city develops its sanitation rates. Labor law implications would make it difficult to contract out for sanitation. These types of options were last reviewed in the 2010-2012 timeframe, mostly before she became the Corporation Counsel. Decisions could be revisited; but, there are multiple layers of decision-making that would have to be addressed. She expects that some of these concerns will be reviewed as the council enters its next budget session.

Todd Venning pointed out that even if you don't put out a single bag of garbage for the entire

year, you are also paying for the street sweeping and the enforcement of the sanitation code.

Sheila Rivera stated that a lot of her neighbors are elderly and have to leave their immediate streets just to have a safe walk in the city. If we are going to pay for it, then at least give us our services. We all deserve nice paved sidewalks. It is not fair. If we have to pay, and we have no other choice, then give us our services, give us better streets and give us safer places for us to bring our children.

Mayor Harvey reminded everyone that the city has an app called FYI Newburgh. People can take pictures of broken sidewalks and upload them on the website where they are then sent to the proper city department. If you see it, then you can report it and it can be addressed. Also he pointed out that the sidewalks are the responsibility of the property owners.

Ruben stated that the streets in the city are a mess. He has been here forty-five years, and he does not see where the money is going. The people get nothing from it. He is retired now, and he is unable to afford these increases. Everybody comes here and says what they are going to do, and then nothing gets done in this city.

Antonio Moran remarked that he understands the fees to use the soccer field, which includes liability insurance and the referee fees. It might be a little high; but, he wants people to know that Derrick has nothing to do with the amount that is charged. It is not a business to him. He runs the leagues because the community wants to come out and play. Also the sanitation fees are huge. It's not fair when a lot of the streets aren't getting cleaned. He pointed out that his street does get swept though.

Woman from Brazil spoke. She does not understand why 80% of the people don't work in Newburgh. People always say they need money. Why don't people say that they need work instead of money. It's not fair that she has to work to take care of her family and then be expected to just give away her hard-earned money to people that don't work.

A woman commented in Spanish about the garbage increase. Councilwoman Mejia addressed her comments and explained the reason for the sanitation increase. Mejia pointed out that the woman suggested that perhaps the increase could be softened if the city could offer additional services, such as bulk-pickup.

Aquantta Wright, Ferry Godmother of Newburgh, remarked that she has sat in this very room every two weeks over the past decade, and she is very happy to see the number of people that are coming out to the meetings. She shouted out the Late Mayor Judy Kennedy for helping to get her back to the space at Unico Park for the outdoor music concerts. Wright hopes that people will come out and support her. It feels like she is coming Home. Also she wanted to know how a person could get an advertisement sign put up at Delano-Hitch Recreation Park. Transparency is an issue. Many of the commissions do not have end dates of service. We should let the people know when those terms end so that people can become a part of this community.

Omari Shakur thanked the Mayor for helping to get the poison ivy and poison oak cleaned up on Johnston Street. He thanked the people for coming out to the meetings. We are working in

our city to see what we can do for our city, as well. He encouraged everyone to attend the community meeting tomorrow evening at 6 P.M. Shakur thanked the city for the Summer Youth Employment Program.

Dave Golding stated that he is disgusted by the sanitation increases. There is not a single garbage can located in the city that he has encountered while walking his dog; so he is forced to carry the waste in his hand for one mile while he walks his dog. Golding hasn't seen a street sweeper in his neighborhood in a long time. The panhandling in our city is not attractive, and it needs to be addressed. More streets in the city need to be paved. His taxes are through the roof. Golding feels that there is a handful of people carrying the rest of the city, and it has to stop.

Mike Sullivan stated that he only puts out two bags of garbage. He does not want to pay the additional increase. He picks up garbage from businesses, and he helps keep the streets clean. He should not be held accountable for the faults and the mismanagement of the city. He feels like he now has to eat ground beef instead of steak. He is a single-family homeowner, and the city should offer options to people. It is not fair. He cares about Newburgh; but, he does not want to pay for someone else's mistake. This is a beautiful city, and he sees progress. Yet he does not see any progress in the sanitation. It should have been done incrementally. If he doesn't manage his funds correctly, then he gets thrown out of his house.

Mayor Harvey stated that this is why we had to clean up City Hall and get a new City Manager.

John Deyo stated that we are a captive audience; because we pay what you tell us to pay. He feels that his neighborhood is supporting the entire City of Newburgh. Nobody did anything about his 10% raise in his assessment. Deyo feels that certain streets received no raise in assessments. How can it operate this way that only certain neighborhoods get raised while others are not raised? There was no equity whatsoever. Also he would like to see Warden Heights get on the list for paving. He has lived in his home for fifty years, and his street has never been paved.

Mayor Harvey stated that when we talk about revitalization, we see that crime is down and business is booming. Property values go up and some people see this in a positive way.

Kristen Mahoney lives near the intersection of Liberty Street and First Street. It is a speedway, and there are zero traffic regulations being followed of any kind. There are a lot of children there, and it is not safe.

Tamsen Hollow stated that we need stop signs on Liberty Street. Everyone has spoken eloquently about the sanitation fees. Part of the fees are higher due to our dumping fees being higher. Perhaps a discount can be given to people who are already composting. Hollow spoke about the agenda item regarding 412 Liberty Street. She spoke on behalf of Nelson, who will probably walk away with nothing from the sell of the property. We should have compassion for the elderly, even if it means bending the rules a little. At least he should be able to walk away with the ability to put another roof over his head.

Jeanette Drake stated that Dupont Avenue is the ultimate speedway in the city. There are so many kids playing and riding their bikes. The road is narrow as it is, because it is a one-way street. Next Saturday on August 17th is the Third Annual Omani and Tabby Day at Delano-Hitch Park. The event is from 3 P.M. until 9 P.M. It is going to be a fun-filled day, and many vendors and activities are lined up for the day. Rhonda Valentine pointed out that they are seeking volunteers. If anyone wants to help with the set-up then please reach out to them. There will be a mass butterfly release at the event this year in memory of their daughters, instead of balloons.

Mr. Acosta stated that the lack of lighting at the skate park means a lack of safety. He works 12 hours per day, and for the small amount of time he has to spend with his children he would like them to be safe. He hopes the council will take their concerns into consideration.

Lorana spoke. She asked when Fullerton Avenue is going to be paved. It is an embarrassment to see for people who come to visit her from out of town. Also cars continue to speed past on West Street, even when the school busses are stopped. A police car should be there to monitor the situation, or at least a speed bump. She understands that there has to be an increase in sanitation. But an increase that is double is a lot of money for people, especially for seniors. She implored the council to consider the seniors and those who make a lot less money when they make these decisions.

Jo Epstein did not intend to speak tonight; but, her sanitation bill increased from \$85 to \$179. In addition to the paving and the pickup, she wanted to address the destruction of the curbs that aren't fixed, and the snow plows that seem to re-plow the snow back onto her property. She feels that she is being taxed out of her home. These reassessments seem to be opportunistic and not done according to any schedule. A number of residents have no children in school, and the assessments are done on a drive-by basis. She can't sell her home, because no one wants to pay that amount of property taxes in the City of Newburgh. The disparity is huge, and it is unfair. She asked if there is a regular schedule for assessments in the city regardless of the market.

Leslie spoke. She has owned her home for forty-one years. She does not see a street sweeper in her neighborhood. Today was the first time she has seen one in years. She was surprised to see her sanitation bill increased by \$70 without warning. She is retired, and she is on a fixed income. Also last year her neighbor's tree fell on her property due to the tornado. She called the Codes office and, to date nothing has been done. Leslie feels that the city has to clean up its act. If staff can't do the job, then the city should find people that can do the job.

Sandra spoke. She feels that the staff who inspect the streets should get together with the neighbors. The city needs individuals that will be hands-on, and who will engage with the community instead of staying in their offices. The city has to have a plan and get organized.

Manuel Juarez commented about the sanitation fees. He understands that different types of properties produce more garbage than others. Why don't the people who drink and smoke and leave their bottles and cigarette butts on the streets ever get penalized for littering on the streets? Also the people who don't move their cars for the street sweeper should be ticketed so that the city can become nice and clean.

There were no other comments at this time.

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

Councilman Grice pointed out that he lives in the West End, and he does make it a point of walking every single street in the city. He is very much involved in the community, and if he misses anybody then please reach out to him in person, or on Social Media. The city applied for a grant to beautify the Delano-Hitch Recreation Park. He is looking forward to a full assessment in the city in 2020. The recycling and bulk pickup suggestion is appropriate. Grice encouraged everyone to come out to the budget meetings beginning in September, so that you can get a better understanding of the budget process. He has been working very hard to get the word out on Census 2020.

Councilwoman Mejia reiterated the importance of Census 2020. Lighting in our parks should be consistent and standard throughout all of our city parks. Code enforcement should also be consistent. She commended city staff for putting together a slideshow because sometimes pictures speak louder than words. It is a complicated matter because a lot of people have access to resources, but they don't always access them due to trust issues. We will continue to work on trying to find a solution. The impact of the sanitation increases is a hot topic, and it has been a delicate balance. She understands everybody's frustrations on the increase.

Councilwoman Monteverde understands that the sanitation fees are a big concern. We have to be fiscally responsible and we can not continue to operate in a deficit. She thanked Senator Skoufis for his report shedding light on the horrific conditions that some people are living in the City of Newburgh. She looks forward to working with the senator to hold these landlords accountable. Also she is on Broadway everyday and sees what is happening. She does not understand why we can't clean up our main street. It is not okay for the homeless population to harass people as they walk past. Monteverde understands that our streets are in terrible condition. She implored the public to continue to be patient, because the council is working on the issue. When it comes to the school taxes, she encouraged residents to attend the school board meetings, speak up and when it is time to vote, get out there and vote.

Councilwoman Rayford addressed the homelessness in Newburgh. It did not just start. Many surrounding cities have their residents move here because Newburgh has resources for them to be housed, clothed and fed. We do have to find a solution immediately, and we can't keep talking about it. Rayford is willing to meet with community leaders to discuss the issue and hear ideas to try to come up with a solution. We are complaining about our taxes in Newburgh; but our prices here are pricing us out. This is a city that we all love, and we want to remain here. She hears the concerns about lighting at the skate park; but, she has yet to hear about the enforcement of the regulations that ensure kids' safety, such as wearing helmets. She has seen children unaccompanied by an adult, and safety should

always be first. When the lights are off at the park, then you are asked to remain off the premises.

Councilman Sklarz stated that this is now his 48th summer of being a resident of the City of Newburgh. There are a lot of services that he does not use. He only puts out one garbage bag per week, and many recyclables; so he is beyond understanding how this got past our annual audits. He is still mystified why there was not a better explanation about the increase provided to the residents. Having stated that though, Sklarz now has a strong confidence in the management team that we have in place. He is looking forward to exploring new and creative ways of providing better services to residents to try to lower the burden on taxpayers.

Councilwoman Sofokles stated that she has always had a problem with the sanitation issues in this city. Our city pays the highest tipping fees because we don't enforce recycling. We need to get back to enforcement. A lot of the problems in our city can be addressed by strengthening our codes department. She pays for five pickup stops per week; yet she does not use it five times a week, and she understands that sometimes you are paying for services that you don't always use. The answer to our sanitation problem is enforcement. Once we do that, the things will start to change in this city. Also she reminded everyone to come out to Omani and Tabby Day this Saturday.

Mayor Harvey thanked everyone for staying to hear council responses. The council is the body that legislates and write laws. We are not law enforcement, nor are we codes enforcement. So we do not enforce anything. Many people don't know how government functions. After the 2019 Proposed Budget, the council found 7000 human errors in the previous city manager's 2019 proposed budget. The council got the number down to a 2.9% tax increase down from 19%. Harvey's own gas was shut down for six days because Central Hudson cut it off due to water being found in the gas lines in his neighborhood. People don't understand that there are a lot of things going on, and there has been decades of neglect in this city. Indeed there is room for improvement; but, these things are not going to fix themselves overnight. We are turning this city around, and we are being aggressive about finding the solutions to our problems. He wanted everyone to know that the council is working hard to make this city great again.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 183 - 2019 - City of Newburgh Water Filtration Plant Filter Project SEQRA

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 184 - 2019 - New York State Water Infrastructure Improvement Act (WIIA) Grant Application

Councilwoman Rayford moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 185 - 2019 - Municipal Boundary Survey Proposal with the Chazen Companies

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 186 - 2019 - Proposal with GPI for Professional Engineering Services to Relocate RPZ Device at Wastewater Treatment Plant

Councilwoman Rayford moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 187 - 2019 - Approval of Change Order #2 and a Reduction in Overall Contract Price with TAM Enterprises, Inc. for the LTCP Regulator#2 Improvements Project

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 188 - 2019 - Designation of Funds derived from Kiewit Shea Check No. 937854

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 189-2019 - Proposal with ARCADIS for Professional Engineering Services Related to Phases 2, 3 and 4 of the City's Long Term Control Plan

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 190 - 2019 - 151 Liberty Street NYSDEC Right-of-Entry Consent Letter

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 191 - 2019 - BIN# 2022260 PIN#8761.57 Lake Street/Route 32 Over Quassaick Creek Bridge Rehabilitation Master Federal-Aid Local Project Agreement

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 192 - 2019 - NYS Water Infrastructure Improvement Act (WIIA) Bond Resolution

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 193 - 2019 - Accept lowest bid for Energy procurement

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 194 - 2019 - International Festival - award bid for carnival rides, concessions and amusements

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

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

Nays: Monteverde-1

Adopted

Resolution No. 195 - 219 - Proposed Contract with Passport Labs Inc. for Municipal Parking Services

Councilwoman Rayford stated that the resolution needs to be tabled, if possible. There are avenues that we can use to collect on our old tickets. We have been requesting digital meters for years, and we seem to be able to find monies for everything else. She is surprised that the software falls under the parking department instead of the police department. Rayford stated that we have a great IT team. We need to look to see if there are ways that we can save money by doing it in-house. We are using taxpayers dollars.

Mayor Harvey commented that a detailed presentation on this particular software was provided at the work session. This software is so sophisticated that it would provide real time data, and it would enhance our operations. There is over a million dollars in uncollected monies that we could be bringing in as revenue.

Councilman Grice pointed out that we will be adding stickers on the meter so that people can pay their tickets using their mobile devices.

Comptroller Todd Venning stated that the current provider is not collecting our revenue at the rate that they should be. This new provider will provide us with a client success manager. There are no additional fees associated with the cost of the software when it comes to fixing its own glitches. Most of the new provider's fees will come out of the revenue-sharing end of it. Venning stated that the stickers will not be immediate, as it will be part of another phase that will come later. We will begin with the enforcement side of things for now; because there are additional costs associated with Mobile Pay.

Councilwoman Mejia stated that that changes things for her; because at the work session the mobile pay piece was an important element for her. She desired a timeline.

Venning stated that within a six month timeframe mobile pay could be an option. We want

to have a successful transition between the two vendors first, and get that much needed revenue through enforcement.

Michelle Kelson pointed out that the process of challenging a ticket does not change in that you have to follow the city's parking violations bureau process.

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 196-2019 - 27 Johnston Street - Release of Restrictive Covenants

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 197 - 2019 - 166 & 170 First Street - Release of Restrictive Covenants

Councilwoman Rayford moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 198 - 2019 - 75 South Robinson Avenue - Satisfaction of Mortgage

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 199 - 2019 - 9 Gidney Avenue - Release of Restrictive Covenants

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 200 - 2019 - Lander Street (4 Parcels) - Release of Restrictive Covenants

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 201 - 2019 - 184 Renwick Street - Release of Covenants

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 202 - 2019 - Purchase of 33 Shipp Street

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 203 - 2019 - Purchase of 412 Liberty Street

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 204 - 2019 - Purchase of 139 William Street

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 205 - 2019 - License Agreement with the Newburgh Community Land Bank for Use of 182 Broadway for an "Artist in Vacancy" Installation

Councilwoman Rayford moved and Councilwoman Mejia seconded.

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

Nays: Rayford-1

Adopted

Resolution No. 206 - 2019 - Amend the 2019 Personnel Book to Add the Neighborhood Stabilization Coordinator

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 207 - 2019 - Transfer of 139 Johnston Street and 141 Johnston Street to the Newburgh Community Land Bank

Councilwoman Sofokles moved and Councilman Grice seconded.

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

Nays: Rayford-1

Adopted

Resolution No. 208 - 2019 - Columbia University license agreement extension for 191 South Street

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 209 - 2019 - Accept Donation from Orange County for Cadet Program

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 210 - 2019 - Community Resource Officer Program Agreement

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 211 - 2019 - Military Leave MOU with PBA - amend prior agreement

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 212 - 2019 - Military Leave MOA with PBA - new agreement

Michelle Kelson explained that in 2018 we had a military leave agreement for the benefit of a particular officer, as the minimum is required by State law. He was charged compensatory and vacation time, because the agreement was not approved until after he started his leave. So this is to amend a previously approved agreement to grant the additional three (3) days. The second agreement is a new agreement. The same officer was called for additional military service in 2019. When the PBA brought forth the new agreement, Kelson stated that she asked the bargaining unit if they would be willing to sign a master military leave agreement that would cover all future members of the bargaining unit should they be called for military service, instead of doing it on a case-by-case basis. She pointed out that the council has previously approved master agreements for both CSEA and the Firefighters union. Going forward, this would be able to be handled administratively instead of having to come before the council each time.

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Ordinance No. 6 - 2019 - Amending Requirements for Issuance and Placement of Taxi Vehicle Stickers

Michelle Kelson commented that each taxi vehicle has to be inspected. Once it is inspected by an independent inspection station, and it is fully approved for all of the safety features, then it receives a sticker to be affixed to the vehicle for the rider to see. Originally the sticker was placed on the outside rear of the car where you could not see them. Nothing is being changed, we are simply conforming the ordinance to the actual procedure implemented in the police department now.

Councilwoman Mejia asked how many taxi licenses have been issued.

Joseph Donat remarked that one (1) license to operate a taxicab was issued in 2017. Since then it has grown significantly. Donat stated that he would forward all of the statistics to the council at a later time.

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 213 - 2019 - Rescind Local Law No. 1-2012 authorizing installment payment agreements for delinquent taxes

Councilwoman Rayford felt that they should go a step further and put this on the local news. She feels that an increase in publication is important, and publication of notices in the three newspapers is not sufficient when we are talking about people possibly losing their homes and businesses. She encouraged the community to come out and speak their concerns about it because it is extremely important. She intended to vote in opposition of the resolution because she would not want something like this to be passed if it means that people could lose their homes.

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Nays: Rayford-1

Adopted

Resolution No. 214 - 2019 - Arts and Cultural Commission appointments

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 215 - 2019 - Adopting an Honorary Designation Policy

Councilwoman Rayford stated that she was not present to thank Michelle for doing this. She also thanked the council for its input throughout the years.

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

NEW BUSINESS

There was no new business to discuss.

OLD BUSINESS

Councilman Sklarz asked for update on signage at Crystal Lake.

Aly Church responded that she signed the purchase order from Color Cube late last week.

They are literally at the printer, as we speak.

Councilwoman Rayford asked for an update on the forensic audit. A former comptroller was terminated due to theft. People are complaining about the city's finances. We need to find out what money came in and what money was spent and pocketed. The problem has been ongoing. She hears over and over again that the taxes in the city are too high. Can a flower really grow without water and sunlight? Let's get to the root of what is going on in our city.

Mayor Harvey pointed out that the last time the council spoke, the city was finalizing its annual audit. Once it concludes it, then we can have discussion on a forensic audit. A forensic audit requires that a particular person or persons, and an area of concentration where one believes theft occurred, be identified. The regular audit costs \$85K. A forensic audit would be an additional cost.

Todd Venning pointed out that a very specific fact pattern is needed, in which the parties and a specific area of theft have to be identified in order to conduct the forensic audit. We are wrapping up the final pieces of the regular audit, which should be completed in September.

Rayford commented that we voted on and passed it. We don't need a fact finder, as we are already pass that point. She stated she would inform the Mayor of the people she knows that would perform the forensic audit at no cost to the city. She remarked that she adores the staff in our city, and truly believes their hearts are with this city. However, some people have left our city abruptly, and we need to figure out why. She does not understand why anyone would leave a \$63K job in the City of Newburgh for no apparent reason.

Mayor Harvey pointed out that the 2016 Annual Update Document, as required by the NYS Comptroller, was submitted. All municipalities in New York State have to submit the document; however, there was none submitted for 2017. The resignations occurred in 2018, so we are now moving forward to conclude our annual audit.

Rayford wanted some clarity on the African American Pride and Parade, in which a proclamation was given to the beloved Sadie Tallie. Rayford felt that the council should know exactly how it read, and she wants to clear it up at the work session in September.

This portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Grice remarked that when the community speaks its concerns, it is important that they remain at the meetings to hear the responses from the council. He condemned any language from any elected officials that uses coded language to incite or divide our community. Grice stated his positions on issues, including the support of funding of the CDC to research gun violence prevention and safety .

Councilman Mejia stated that we have our own fair share of gun violence in our streets. The immigration debate aside, there is something that needs to be said about the lack of humanity involved in how issues are being addressed. We need to look within ourselves at how we address that. She pointed out that the regular meeting schedule will start again in September. Mejia encouraged us to be gentle with each other, especially when it comes to Social Media. She commended the mothers for continuing to come out and speak and for keeping the memories of Omani and Tabitha alive.

Councilwoman Monteverde is looking forward to resuming the regular meeting schedule in September; because the agenda is very long. Her heart is with El Paso, Texas and she stands in solidarity with her brothers and sisters about the importance of gun control. She ended her comments with "No Danskammer, No Fossil Fuels, No Danskammer."

Councilwoman Rayford reiterated the upcoming Omani and Tabby Day. She was related to Omani. Rayford stated that she spoke to the council and the recreation director about having another gate opening at Gidney Avenue park. She has been in that park and felt unsafe herself. These girls' lives were lost because there was only one way in and one way out of that building. If we can move money around tonight, then we have the authority to do that. We don't have to wait until a budget hearing to see where the money is, because there is money to cut a fence. If she has to cut the fence down herself, then she will do it and get arrested if she has to. She implored the council to do something tonight.

Joseph Donat commented that it is being done through the CDBG program. We will make it a priority and get it done before the end of the year. We have already obligated the money for it.

Mayor Harvey stated that the council discussed it before. The funds have been identified and all we have to do is cut the other side of the fence. He went to the park himself three Saturdays ago. There is an opportunity to open that fence; but, the surrounding areas behind it are private properties.

Councilwoman Mejia stated that she would be willing to advance the payment herself, and then get reimbursed later. She can't see it costing a lot of money to cut a fence.

Alexandra Church commented that her department would reprioritize it. There was a project they were working on beforehand; but, she assured the council she would switch it around. The designer has laid out the design already. It won't be in two weeks; but, she would reprioritize it.

Mayor Harvey pointed out that it probably would not be in two weeks, as there is a

procurement process in place.

Councilman Sklarz stated it is late, and he is still in vacation mode. It seems mundane; but, when we look back on tonight we will recall that we took on a big initiative with the parking. It is going to be a huge revenue stream, and it will help things become more equitable in how we handle violations.

Councilwoman Sofokles stated that as the mother of an NYPD detective, she knows it is not an easy job to get the guns off the street. She has known Omani for years, and she respects both mothers for using their grief in this manner. Sofokles paid for the butterflies to be released, and she helps the mothers in any way that she can. It is on the front door of her business so that everyone can remember the girls everyday.

Mayor Harvey remarked that this is the second time that Councilwoman Sofokles moved him with her words. He knew Omani because she was a student at Newburgh Free Academy. He knew Tabitha Cruz, because her family lived in the same apartment building as he did years ago. He definitely supports their annual day. This tragedy hurt his soul, and he continue to pray for all of the families affected by gun violence. He stressed the need to communicate with our federal elected representatives, and he has signed several petitions since the day of the shootings. A lot of things are happening at the national level that need our attention. He thanked his council colleagues, the executive staff members and all of the city staff for their hard work and dedication in this city. We truly have a dynamic team in this city.

This portion of the meeting was closed.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 10:43 P.M.

Respectfully Submitted,

**KATRINA COTTEN
DEPUTY CITY**

CLERK

RESOLUTION NO.: 183 - 2019

OF

AUGUST 12, 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT FOR THE WATER FILTRATION PLANT FILTER AND SCADA IMPROVEMENTS PROJECT, DECLARING THE PROJECT TO BE A TYPE II ACTION, FINDING NO SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL SEQRA DOCUMENTS

WHEREAS, by Resolution No. 113-2018 of May 14, 2019 and Resolution No. 5-2019 of January 14, 2019, the City Council of the City of Newburgh authorized the City Manager to enter into an agreements with Arcadis of New York, Inc., for professional engineering services in connection with the Water Filtration Plant Filter and SCADA Improvements Project; and

WHEREAS, the City of Newburgh proposes to undertake the Water Filtration Plant Filter and SCADA Improvements Project (the "Project") which will include repairing and upgrading filter control equipment and incorporating of other supervisory control and data acquisition improvements and upgrades; and

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

WHEREAS, under Section 617.5(c)(2), the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes, the proposed filter and SCADA improvements to the Water Filtration Plant is considered within the type of activities defined as a Type II Action, and therefore, the Project is classified as a categorical exclusion to SEQRA;

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

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

RESOLUTION NO.: 184 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION
WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT FOR THE
WATER FILTRATION PLANT FILTER AND SCADA IMPROVEMENTS PROJECT
FOR THE MAXIMUM TOTAL COST OF \$5,070,000.00**

WHEREAS, The Clean Water Infrastructure Act (CWIA) invests \$3 billion in clean and drinking water infrastructure projects and water quality protection across New York. As part of CWIA, the New York State Environmental Facilities Corporation (EFC) is offering \$350 million in grants for clean and drinking water projects during the 2019-2020 state fiscal year to selected municipalities with infrastructure projects that protect public health and/or improve water; and

WHEREAS, by Resolution No. 113-2018 of May 14, 2018 and Resolution No. 5-2019 of January 14, 2019, the City Council of the City of Newburgh authorized the City Manager to enter into an agreements with Arcadis of New York, Inc., to prepare a preliminary engineering reports to support the City of Newburgh EFC funding application for the Water Filtration Plant Filter and SCADA Improvements Project; and

WHEREAS, the City intends to undertake the Water Filtration Plant Filter and SCADA Improvements Project at a maximum total project cost of \$5,070,000.00 with EFC providing \$3,000,000.00 or 60% of the project amount in grant funding, if successfully awarded; and

WHEREAS, the source of City funding for the Project shall be derived from a 2019 bond authorization; and

WHEREAS, this Council has determined that undertaking the Water Filtration Plant Filter and SCADA Improvements Project and applying for and accepting if awarded New York State Environmental Facilities Corporation New York State Water Infrastructure Improvement Act grant 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 Water Filtration Plant Filter and SCADA Improvements Project is hereby approved at the maximum total project cost in the amount of \$5,070,000.00; and

BE IT FURTHER RESOLVED, by the Newburgh City Council that the City Manager be and he hereby is authorized to apply for and accept if awarded New York State Environmental Facilities Corporation New York State Water Infrastructure Improvement Act grant for the Water

Filtration Plant Filter and SCADA Improvements Project in an amount not to exceed \$5,070,000.00; and

BE IT FURTHER RESOLVED, by the Newburgh City Council that the City Manager be and he is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests on behalf of the City of Newburgh and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby; and

BE IT FURTHER RESOLVED, by the Newburgh City Council that the sum of \$5,070,000 is hereby appropriated from a 2019 Bond authorization.



GRANT SUMMARY

NYS WATER INFRASTRUCTURE IMPROVEMENT ACT (WIIA) & NYS INTERMUNICIPAL WATER INFRASTRUCTURE GRANTS (IMG) PROGRAM

OVERVIEW

The Clean Water Infrastructure Act (CWIA) invests \$3 billion in clean and drinking water infrastructure projects and water quality protection across New York. As part of CWIA, the New York State Environmental Facilities Corporation (EFC) is offering \$350 million in grants for clean and drinking water projects during the 2019-2020 state fiscal year to selected municipalities with infrastructure projects that protect public health and/or improve water quality. Grant eligible critical water infrastructure projects include those that combat emerging contaminants such as PFOA, PFOS and 1,4 dioxane with system upgrades and innovative pilot technologies, and those that address combined and/or sanitary sewer overflow impacts from flooding.

EFC and the NYS Department of Health (DOH) will evaluate all projects for which applications have been received by the due date (no later than 5:00 p.m. on September 13, 2019) based on factors including protection of public health and water quality and the readiness of the project to proceed expeditiously. Available grant funds may not be sufficient to offer grants to all eligible applicants.

AVAILABLE FUNDING

WIIA Clean Water Projects

An applicant with an eligible clean water project may receive a WIIA grant award as described below:

- A project, including phases of the project, with estimated project costs less than \$50 million is limited to the lesser of \$5 million or 25% of net eligible project costs.
- A project, including phases of the project, with estimated project costs equal to or greater than \$50 million but less than \$100 million is limited to the lesser of \$12.5 million or 25% of net eligible project costs.
- A project, including phases of the project, with estimated project costs equal to or greater than \$100 million is limited to the lesser of \$25 million or 25% of net eligible project costs.

Municipalities may apply for this grant on more than one project, but each municipality is limited to receiving no more than \$5 million per year. If a municipality is awarded grant



funds totaling more than \$5 million for a project or projects, the grant(s) will be allocated over multiple years in increments not to exceed \$5 million per year.

WIIA Drinking Water Projects

An applicant with an eligible drinking water project may receive a WIIA grant award as described below:

- A project, including phases of the project, is limited to the lesser of \$3 million or 60% of net eligible project costs.
- Municipalities are limited to \$3 million of combined Drinking Water State Revolving Fund (DWSRF) grant and WIIA grants annually.¹

Municipalities may apply for this grant on more than one project, but each municipality is limited to receiving no more than \$3 million per year.

IMG Clean Water and Drinking Water Projects

Cooperating municipalities with an eligible project may receive an IMG grant award as described below:

- The lesser of \$10 million or 40% of net eligible project costs.
- IMG grant awardee seeking SRF financing will only be eligible to apply for market-rate financing.

ELIGIBILITY REQUIREMENTS

WIIA and IMG grants are available only to the following: county, city, town, village, district corporation, county or town improvement district, school district, Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any agency of the State that is empowered to construct and operate a water quality infrastructure project. (School districts are eligible for DWSRF financial assistance but are ineligible for Clean Water State Revolving Fund (CWSRF) financial assistance.)

Eligible projects include water quality infrastructure projects at municipally-owned sewage treatment works² OR municipally-owned public water systems³ for:

- Construction, replacement or repair of infrastructure; or
- Compliance with environmental and public health laws and regulations related to water quality.

¹ If the Applicant is a Water or Sewer Authority, the grant award amount limitation will be assigned to the municipality(ies) served by the project.

² Sewage treatment works as defined in Environmental Conservation Law Section 17-1903.

³ Eligible project as defined in paragraphs (a), (b), (c), and (e) of subdivision 4 of Section 1160 of the Public Health Law.

Each WIIA project must meet the following criteria:

- Result in construction of the project;
- Not have started construction before October 1, 2018; and
- Not have completed construction before May 1, 2019.

Each IMG project must meet the following criteria:

- Serve multiple municipalities;
- Be a shared drinking water or sewage treatment infrastructure project, such as shared water quality infrastructure or the interconnection of multiple municipal water systems;
- Have a valid and binding project Intermunicipal Agreement (IMA) between at least two cooperating municipalities related to financing of the IMG project;
- Designate a “lead municipality” that applies on behalf of all cooperating municipalities;
- Result in construction of the project;
- Not have started construction before October 1, 2018;
- Not have completed construction before May 1, 2019;
- Not have closed an SRF financing; and
- Not be for the construction of water infrastructure that exclusively supports new development, whether residential or commercial.

PROGRAM REQUIREMENTS

Program requirements for WIIA and IMG recipients include minority- and women-owned business enterprise (MWBE) participation, equal employment opportunity, service-disabled veteran-owned business (SDVOB) participation, smart growth and environmental review.

There are additional program requirements for recipients of WIIA and IMG funds that also utilize SRF financial assistance, such as American Iron and Steel and Davis-Bacon federal prevailing wage requirements.

All contracts entered into by recipients that are to be paid for with WIIA funds, IMG funds, or SRF financial assistance must demonstrate compliance with EFC’s program requirements, and must include the required contractual language from the applicable EFC bid packet. Any contracts, including those that are executed prior to grant application, that do not include the required contractual language will be disqualified from funding.

Additional information on program requirements is available on EFC’s website at www.efc.ny.gov, including EFC’s bid packets and the current Intended Use Plans for the SRF programs.



APPLICATIONS

Applicants who would like to be considered for a WIIA and/or IMG grant must submit a grant application and the following required documentation to EFC no later than 5:00 p.m. on **September 13, 2019**.

- Engineering Report⁴, including project schedule and budget, if not previously submitted
- Smart Growth Assessment Form, if not previously submitted
- Environmental Review Documentation
- SHPO Project Review Determination Letter
- Authorizing Resolution: If debt will finance any portion of the project, a bond resolution is required, otherwise a board resolution is required
- If applying for IMG, a valid and binding Intermunicipal Agreement (IMA) between at least two cooperating municipalities related to the financing and necessary for the project
- If seeking SRF financing in addition to grant funds, a complete SRF Financing Application, if not previously submitted
- Proof of District Formation, if applicable

Applications must be submitted to NYSWaterGrants@efc.ny.gov. Large documents accompanying the application may also be submitted through the EFC Large File Upload Submission Form at <http://goo.gl/NwTA6D>. Applications that are submitted without all required information and documentation may be deemed unacceptable and may not be processed.

CONTACT US

Please direct all questions about the WIIA or IMG grant programs and application to:

Mr. Dwight Brown
Division of Engineering & Program Management
New York State Environmental Facilities Corporation
625 Broadway
Albany, New York 12207-2997
PHONE: (518) 402-6924
FAX: (518) 402-6954
E-mail: NYSWaterGrants@efc.ny.gov

⁴ The Engineering Report for projects must conform to EFC's Engineering Report Outline, available at <http://www.efc.ny.gov/2019-cw-iup> for clean water projects, and <http://www.efc.ny.gov/DWSRFApply> for drinking water projects.

RESOLUTION NO.: 185-2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH THE CHAZEN COMPANIES
FOR PROFESSIONAL LAND SURVEYING SERVICES
AT THE CITY OF NEWBURGH WATER TREATMENT PLANT
IN THE AMOUNT OF \$5,000.00**

WHEREAS, The City of Newburgh has determined to survey the municipal boundary line at the City of Newburgh Water Treatment Plant; and

WHEREAS, the City has obtained a proposal from The Chazen Companies to perform the survey services at a cost of \$5,000.00 with the funding for such services to be derived from F.1440.0448; and

WHEREAS, said work is appropriate and necessary to maintain and protect the water supply of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and enter into an agreement with Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. ("The Chazen Companies") for professional land surveying services at the City of Newburgh Water Treatment Plant.

July 17, 2019 Rev01

Jason Morris, PE
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550
VIA EMAIL: jmorris@cityofnewburgh-ny.gov

*Re: City of Newburgh Water Treatment Facility Route 207,
Proposal to Survey Municipal Line
Job # PM19-204*

Dear Mr. Morris:

The Chazen Companies (Chazen) thank you for the opportunity to present this proposal for Professional Land Surveying Services to survey the municipal line the bisects the City of Newburgh Water Treatment facility located on Route 207.

Scope of Services

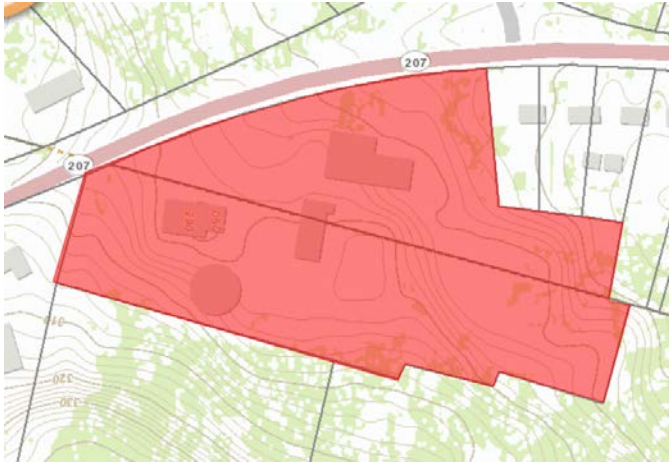
The following represents the tasks that you have requested, and that we believe are necessary to accomplish your desired objectives. Please refer to the Fee and Time Schedule Summary table near the end of this proposal for the costs and time schedules associated with each task.

Task 0100 – Municipal Boundary Survey

It is our understanding that the accurate location of the Town line is needed to facilitate discussions with the Town of Newburgh and Town of New Windsor. Municipal boundaries can be challenging to determine. They are often not described with metes and bounds and a survey of the line often not completed. A proper re-tracement of the line will require that Chazen complete land records research at the Orange County Clerk's office, The Towns of Newburgh and New Windsor and potentially with the City of Newburgh. When available records have been collected, Chazen will evaluate the record and potentially complete additional field surveying to determine the location of the municipal line relative the site property lines. As such, the exact effort and cost to complete the survey is unknown therefore, Chazen has provided a time and materials cost to complete the work.

Scope – Chazen will complete boundary survey with metes and bounds for the segment of the Newburgh/New Windsor Town line that bisects the City of Newburgh's water treatment facility. Chazen will research the origins of the Town line to determine if any existing mapping, deed or incorporation documents exist that describe and position the Town line. Chazen will complete the necessary field survey to locate evidence of the line and will map the town line relative to the previously completed boundary and as-built survey of the facility.

Project Site



Deliverables – The client will be provided with a certified copy of the survey in both digital PDF and signed and stamped hard copy.

Client Responsibilities – Please provide copies of available records and maps that map assist in the municipal boundary determination.

Schedule – Chazen is prepared to begin work upon authorization. It is expected that the final survey will be available for delivery approximately 6 weeks form authorization to proceed.

Professional Services Fee Schedule

Chazen proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed.

Fee and Time Schedule Summary

Tasks		Fee Estimates		Proposed Schedules
Task No.	Task Description	Lump Fee Bill	Sum and Materials Estimate	Projected Start / End Dates
01	Municipal Boundary Survey	----	\$5,000	Start: upon authorization End: Delivery in approximately 6 weeks

Agreement

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement or appropriate City of Newburgh authorization will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof.

Please feel free to contact me at (845) 486-1473 if you have any questions whatsoever. Chazen looks forward to working with you on this project.

Sincerely,

Steven J. Alex

Steven J. Alex, PLS, Sr. Principal
Vice President, Land Surveying

cc: All Proposals

AGREEMENT MADE this _____ day of _____ 2019 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA), a New York professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and City of Newburgh (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated July 17, 2019 which is hereby made a part of this Agreement.
2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

☐ A retainer in the amount of \$_____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

☒ Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).
3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.
4. **PROJECT DOCUMENTS:**
 - A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
 - B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
 - C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
 - D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

Professional Services Agreement
Project Name: City of Newburgh Survey

Proposal Number: PM19-204
Project Number: _____

10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

CLIENT City of Newburgh

THE CHAZEN COMPANIES
Chazen Engineering, Land Surveying
& Landscape Architecture Co., D.P.C.

By: _____

By: _____

Printed Name: _____

Steven J. Alex, PLS, Vice President
Printed Name: _____

Date: _____

Date: _____

RESOLUTION NO.: 186 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
GREENMAN-PEDERSON, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR
THE RELOCATION OF A REDUCED PRESSURE ZONE BACKFLOW DEVICE AT THE
WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$6,700.00**

WHEREAS, the City of Newburgh solicited, received and evaluated proposals for professional engineering services for the relocation of a reduced pressure zone backflow device located at the City of Newburgh Wastewater Treatment Plant; and

WHEREAS, the City has received a proposal from Greenman-Pederson, Inc. which has been identified as qualified firm to provide said services; and

WHEREAS, such engineering services shall include an evaluation of proposed device locations, preparation of plans, specifications, bid and contract documents, and construction administration services; and

WHEREAS, the cost of such proposal shall not exceed \$6,700.00 and the funds shall be derived from G.8130.0200;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Greenman-Pederson, Inc., for professional engineering services in connection with the relocation of a reduced pressure zone backflow device located at the City of Newburgh Wastewater Treatment Plant in an amount not to exceed \$6,700.00.

ENGINEERING SERVICES PROPOSAL

To: City of Newburgh

Attn: Mr. Jason Morris, PE

Re: City of Newburgh – RPZ Relocation at the Wastewater Treatment Plant

Dear Mr. Morris:

This letter is in response to your recent request for an Engineering proposal for the above-mentioned project. Our proposal provides for basic engineering services which will include contract documents, bidding and construction administration services.

Scope of work, as we understand it, is as follows:

- Site visit and evaluation of proposed device locations.
- Plumbing construction documents (drawing and specifications).
- Preparation of NYS DOH Application for Backflow Prevention.
- Construction Administration shall include submittal review and NYS DOH sign off on the device installation.

Exclusions:

- Design of exterior water service piping relocation. An additional proposal may be provided if it is determined by the City Water Department that this is required.

For the base work, we are proposing a fixed fee of **sixty-seven hundred dollars (\$6,700)** plus reimbursables.

Any additional services required of GPI will be performed on an hourly basis with a mutually agreed Not-To-Exceed amount at the time services are required.

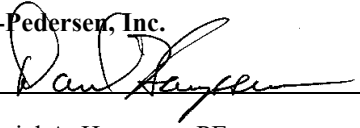
GPI's 2019 Hourly Rates are as follows:

Vice President \$195/hour	Senior Engineer \$175/hr.	Senior Project Manager \$165/hr.
Engineer \$140/hr.	Project Manager \$140/hr.	Senior Designer \$140/hr.
Designer \$120/hour	CADD Drafter \$90/hr.	Admin. Staff \$70/hr.

If you are in agreement with this proposal, please sign and date this, as well as initialing the following Terms and Conditions, then return a copy and retain a copy for your files. This will serve as our agreement for the project. If you have any questions or corrections on the above, please call. Thank you.

Greenman-Pedersen, Inc.

City of Newburgh

Signed: 

Name: Daniel A. Hampson, PE

Title: Vice President

Date: 7/19/19

Professional Service Terms and Conditions

Greenman-Pedersen, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site

Unless otherwise stated, Greenman-Pedersen, Inc. will have access to the site for activities necessary for the performance of the services. Greenman-Pedersen, Inc. will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at Greenman-Pedersen, Inc.'s option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 60 days. In addition, if payment is not received within 60 days, Greenman-Pedersen, Inc. has the right to stop work, and the City of Newburgh shall indemnify and hold harmless Greenman-Pedersen, Inc. against all damages resulting from such stoppage. The City of Newburgh agrees to pay all costs of collection attributed to late payment, including reasonable attorneys' fees. Retainers shall be credited on the final invoice.

Hidden Conditions and Hazardous Materials

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If Greenman-Pedersen, Inc. has reason to believe that such a condition may exist, the City of Newburgh shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the City of Newburgh fails to authorize such investigation after due notification, or (2) Greenman-Pedersen, Inc. has no reason to believe that such a condition exists, Greenman-Pedersen, Inc. shall not be responsible for the existing condition nor any resulting damages to persons or property. Greenman-Pedersen, Inc. shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form, unless specifically agreed upon prior to the commencement of service.

Indemnification

Greenman-Pedersen, Inc. and the City of Newburgh mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the City of Newburgh and Greenman-Pedersen, Inc., the City of Newburgh agrees, to the fullest extent permitted by law, to limit Greenman-Pedersen, Inc.'s total liability to the City of Newburgh, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, from any and all causes, to the total amount of \$100,000, the amount of Greenman-Pedersen, Inc.'s fee (whichever is greater) or other amount agreed upon when added under Special Conditions.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the City of Newburgh shall pay Greenman-Pedersen, Inc. for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by Greenman-Pedersen, Inc. under this agreement shall remain the property of Greenman-Pedersen, Inc. and may not be used by the City of Newburgh for any other purpose without the written consent of Greenman-Pedersen, Inc. The City of Newburgh agrees to indemnify and hold harmless Design Professional from any claims that arise due to the reuse, misuse or alterations of the work documents.

Dispute Resolution

Any claim or dispute between the City of Newburgh and Greenman-Pedersen, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of Greenman-Pedersen, Inc.

Initials:  (Greenman-Pedersen, Inc.)

(City of Newburgh) _____

RESOLUTION NO.: 187 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2
WITH TAM ENTERPRISES, INC. FOR A NET CONTRACT REDUCTION FROM
\$1,257,750.00 TO A FINAL CONTRACT AMOUNT OF \$1,198,790.85
IN THE REGULATOR NO. 2 IMPROVEMENTS PROJECT**

WHEREAS, by Resolution No. 48-2018 of February 26, 2018, the City Council of the City of Newburgh, New York awarded a bid to TAM Enterprises, Inc. in the amount of \$1,257,750.00 for construction related to the Regulator No. 2 Improvements Project (the "Project"); and

WHEREAS, by Resolution No. 27-2018 of February 11, 2018, the City Council approved Change Order No. 1 with the TAM Enterprises, Inc. for electrical services in the amount of \$15,114.00 in the Project; and

WHEREAS, TAM Enterprises, Inc. has submitted Change Order No. 2 to provide for additional work, including a permanent generator, stormwater work, and lighting, in the amount of \$59,676.85; and

WHEREAS, Change Order No. 2 also includes a net contract decrease in the amount of \$58,959.15, which reduces the final contract price from \$1,257,750.00 to a final contract amount of \$1,198,790.85 with funding for the change order derived from HG1.8197.0200.8166.2017;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 2 with the TAM Enterprises, Inc. for a net contract decrease in the amount of \$58,959.15, which reduces the final contract price from \$1,257,750.00 to a final contract amount of \$1,198,790.85 in the Regulator No. 2 Improvements Project.

RESOLUTION NO.: 188 - 2019

OF

AUGUST 12, 2019

**RESOLUTION DESIGNATING FUNDS FROM KIEWIT-SHEA CONSTRUCTORS, AJV
CHECK NO. 937854 IN THE AMOUNT OF \$70,000.00 TO OCTC TIP RESERVE FUND
TO MEET PROJECT MATCH REQUIREMENTS AND IN THE AMOUNT OF \$5,000.00
TO A.1440.0205-OTHER EQUIPMENT FOR THE PURCHASE OF A
PHOTOIONIZATION DETECTOR FOR THE ENGINEERING DEPARTMENT**

WHEREAS, by Resolution No. 136-2018 of May 29, 2018, the City Council of the City of Newburgh established a capital reserve fund to be known as OCTC TIP Reserve Fund for the purpose of accumulating moneys to finance the cost of a type of transportation infrastructure improvements as set forth in the Orange County Transportation Council Transportation Improvement Program for the City of Newburgh pursuant to General Municipal Law Section 6-c, as amended; and

WHEREAS, by Resolution No. 283-2018 of October 9, 2018, the City Council of the City of Newburgh approved a license agreement with Kiewit Shea Constructors, AJV (“Kiewit Shea License Agreement”) authorizing the transportation of steel pipe liners to facilitate the completion of the Delaware Aqueduct Roundout West Bypass Tunnel Project by the New York City Department of Environmental Conservation; and

WHEREAS, the Kiewit Shea License Agreement provided for the payment to the City of a transportation infrastructure impact fee in the amount of \$75,000.00 and Kiewit Shea Constructors, AJV have submitted to the City check no. 937854 in the amount of \$75,000.00; and

WHEREAS, the City proposes to allocate \$70,000.00 of the transportation infrastructure impact fee to OCTC TIP Reserve Fund and \$5,000.00 to the purchase of a photoionization detector for the Engineering Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh Kiewit Shea check no. 937854 in the amount of \$75,000.00 be allocated as follows: \$70,000.00 to OCTC TIP Reserve Fund and \$5,000.00 to A.1440.0205—Other Equipment for the purchase of a photoionization detector for the Engineering Department.

RESOLUTION NO.: 136 - 2018

OF

MAY 29, 2018

RESOLUTION ESTABLISHING A CAPITAL RESERVE FUND FOR THE MATCH
REQUIRED IN THE ORANGE COUNTY TRANSPORTATION COUNCIL
TRANSPORTATION IMPROVEMENT PROGRAM
FOR PROJECTS IN THE CITY OF NEWBURGH

WHEREAS, the City Council of the City of Newburgh recognizes the City's infrastructure is in need of improvements; and

WHEREAS, a number of capital projects to improve the City's transportation infrastructure are included in the Orange County Transportation Council Transportation Improvement Program and such projects required City matching funds; and

WHEREAS, City has received its share of 2017 sales tax revenue in the amount of \$536,000.00 pursuant the agreement with Orange County;

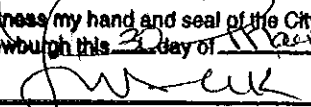
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh as follows; pursuant to pursuant to General Municipal Law Section 6-c, as amended, there is hereby established a capital reserve fund to be known as the "OCTC TIP Reserve Fund" (hereinafter "OCTC TIP Reserve Fund"), which purpose is to accumulate moneys to finance the cost of a type of transportation infrastructure improvements as set forth in the Orange County Transportation Council Transportation Improvement Program for the City of Newburgh; and

BE IT FURTHER RESOLVED by the City Council of the City of Newburgh that the City Comptroller is hereby directed to deposit and secure the moneys of the OCTC TIP Reserve Fund in the manner provided by Section 10 of the General Municipal Law and the City Comptroller may invest the moneys in the OCTC Reserve Fund in the manner provided by Section 11 of the General Municipal Law, and consistent with the investment policy of the City of Newburgh with any interest earned or capital gains realized on the moneys so deposited or invested shall accrue to and become part of the OCTC Reserve Fund. The City Comptroller shall account for the OCTC Reserve Fund in a manner which maintains the separate identity of the OCTC TIP Reserve Fund and shows the date and amount of each sum paid into the fund, interest earned by the fund, capital gains or losses resulting from the sale of investments of the fund, the amount and date of each withdrawal from the fund and the total assets of the fund, showing cash balance and a schedule of investments, and shall, at the end of each fiscal year, render to the City Council a detailed report of the operation and condition of the OCTC TIP Reserve Fund; and

BE IT FURTHER RESOLVED by the City Council of the City of Newburgh that except as otherwise provided by law, expenditures from this OCTC TIP Reserve Fund shall be made only for the purpose for which the OCTC TIP Reserve Fund is established and no expenditure shall be made from this OCTC TIP Reserve Fund without the approval of the City Council and such additional actions or proceedings as may be required by Section 6-c of the General Municipal Law or any other law, including a permissive referendum if required by subdivision 4 of Section 6-c.; and

BE IT FURTHER RESOLVED by the City Council of the City of Newburgh that Resolution No. 333-2017, the 2018 Budget of the City of Newburgh is here by amended as follows:

	INCREASE:
A.0000.0599.1000.0000	
Appropriation from Fund Balance	\$536,000.00
A.0000.0882.0000	
Reserve for OCTC Project Matches	<u>\$536,000.00</u>
 TOTAL:	 \$536,00.00

I, Lorena Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held May 21, 2018
and that it is a true and correct copy of such original.
Witness my hand and seal of the City of
Newburgh this 30 day of May, 20 18


City Clerk

RESOLUTION NO.: 283 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH KIEWIT SHEA CONSTRUCTORS, AJV
FOR THE TRANSPORT OF STEEL PIPE LINERS THROUGH THE CITY OF
NEWBURGH TO FACILITATE THE COMPLETION OF
THE DELAWARE AQUEDUCT RONDOUT WEST BYPASS TUNNEL PROJECT

WHEREAS, the Kiewit Shea Constructors, AJV has requested to travel through the City of Newburgh for the purpose of transporting steel pipe liners to facilitate the completion of the Delaware Aqueduct Roundout West Bypass Tunnel; and

WHEREAS, the parties have reached an agreement regarding the details and logistics surrounding the transportation of the steel pipe sections, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached agreement with Kiewit Shea Constructors, AJV has requested to travel through the City of Newburgh for the purpose of transporting steel pipe liners to facilitate the completion of the Delaware Aqueduct Roundout West Bypass Tunnel Project by the New York City Department of Environmental Conservation.

I, Lorane Vitak, 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 October 10, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of Oct, 20 18

[Signature]
City Clerk

RESOLUTION NO.: 189 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ARCADIS OF NEW YORK INC. FOR PHASES II, III AND IV OF
THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN
IN AN AMOUNT NOT TO EXCEED \$880,000.00**

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York authorized the City Manager to execute an Order on Consent with the New York State Department of Environmental Conservation ("NYS DEC") to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP"); and

WHEREAS, the City has submitted its Phase I LTCP, the requirements for which will be deemed satisfied upon the approval of the NYS DEC and by Resolution No. 303-2015 of November 23, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a Modification Order on Consent approving a Schedule of Compliance for Phase I through V of the LTCP; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for professional engineering services to complete the planning and preliminary engineering for projects included in Phase II, III and IV of the Schedule of Compliance; and

WHEREAS, the scope of services will include Tasks 1 through 6 of the proposal, involving Downing Pond Drain Outlet and Storm Sewer, Water Street Sewer Separation, Broadway Reconstruction between Grand and Dubois Streets, North Interceptor Relocation, Wastewater Treatment Plant Disinfection and Regulator No. 2 Optimization; and

WHEREAS, the cost of said services to be performed is an amount not to exceed \$880,000.00 and funding for such project shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute an agreement with Arcadis of New York, Inc. for professional services to complete the planning and preliminary engineering for projects included as part of Phase II, III, and IV of the Long Term Control Plan for the City's Combined Sewer Collection System, with other provisions as Corporation Counsel may require, in an amount not to exceed \$880,000.00.

Mr. Jason Morris, P.E.
City Engineer
83 Broadway
Newburgh, New York 12550

Transmitted Via Email: jmorris@cityofnewburgh-ny.gov

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis.com

Subject:

Water

**Proposal for Engineering Services
CSO Long Term Control Plan Implementation**

Date:
July 31, 2019

Dear Mr. Morris:

Contact:
Robert Ostapczuk, PE

Arcadis is pleased to provide the City of Newburgh (City) with this letter proposal for engineering services for planning and preliminary engineering required to comply the Order on Consent schedule for the Long Term Control Plan (LTCP). We appreciate the confidence the City has in our ability to deliver quality projects on time and under budget for your critical infrastructure. In aligning ourselves with your goal to maximize potential grant funding from either Water Infrastructure Investment Act (WIIA) grants, Intermunicipal grants (IMG), Water Quality Improvement Grants (WQIP), or applicable others, Arcadis will complete the scope of services in accordance with schedule of deliverables. Engineering reports will be available ahead of May 2020 to allow the City to apply for future grant funding applications which require submission of engineering reports.

Phone:
518-250-7300

Email:
robert.ostapczuk
@arcadis.com

Our ref:
66004881.0000

SCOPE OF SERVICES

In order to meet water quality standards and the United States Environmental Protection Agency's (USEPA) presumptive approach from the Combined Sewage Overflow (CSO) Control Policy, the City elected to maximize combined sewer flows to the wastewater treatment plant where wet weather flows will be screened and disinfected prior to discharge to the Hudson River. This centralized treatment methodology has been combined with strategic sewer separation and green infrastructure projects in the combined system to increase the combined sewer capture rate as required by the Consent Order. In order to meet the dates

outlined in the consent order compliance schedule and to better position the City for future grant funding opportunities, Arcadis proposes the following scope of services.

Task 1: New Drain Outlet and Storm Sewer at Downing Pond

This task involves the evaluation of the feasibility of separating the Downing Park Pond outlet storm sewer from the combined sewer system and connecting it to the separate storm sewer system, along with an evaluation of the pond outlet structure for the ability to regulate pond levels. This feasibility study will include the consideration of connecting to the Johnston or Chambers Street separate storm sewers, both of which discharge to the Hudson River and represent the nearest possible connection points with the potential capacity. The drainage area of each of these separate storm sewers will be evaluated to determine their capacities along with a determination on the availability of additional stormwater conveyances.

Task 1-1 Data Review

Arcadis will conduct a kickoff meeting with the City and collect available information on Downing Pond and Johnstown and Chambers Street storm sewers. Arcadis will review data provided by the City including GIS files and construction drawings along with EDR reports of the sewer corridors to assess historical uses and potential environmental risks.

Task 1-2 Field Investigations

Bathymetric Survey: Arcadis will subcontract with a minority or women owned business, if available, to perform a bathymetric survey of Downing Pond. As part of this survey, the existing bathymetry will be documented in 25-foot by 25-foot grids and the surveyor will probe the bottom of the pond to determine if additional capacity could be restored by removing sediment that has accumulated in the bottom of the pond. The surveyor will also survey the elevation of the pond outlet. Arcadis will review storm sewer connectivity tributary to Downing Pond in the field.

Flow Metering: The City will install temporary flow meters to obtain actual flow measurements during wet and dry conditions for the existing storm sewers during a two-month period. This flow data will be analyzed and used to calibrate the flow model. The City will install a rain gauge at the wastewater treatment plant that will provide 1-minute rainfall data during the period when the flow meters are installed.

Topographical Survey: Arcadis will subcontract with a minority or women owned business, if available, to complete an instrument field survey. The survey will depict road rights of way, surface features, topography (1-foot contour intervals), improvements, and underground utilities as marked out by Dig Safely New York (water, sewer, electric, natural gas). Elevations of the existing utilities, where access is possible through manholes and structures, will be obtained. The survey datum will be NAVD 88 and be completed in AutoCAD format.

CCTV: Arcadis will subcontract with a minority or women owned business, if available, to conduct a Closed Circuit Televised (CCTV) inspection, with NASSCO coding, of the existing combined sewer and

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confirm locations of catch basin connections to be disconnected and reconnected to the new separate storm sewer. This task includes the CCTV of 1,500 linear feet of combined sewer.

Task 1-3 Downing Pond Hydrologic and Hydraulic Evaluation

The Downing Pond drainage area will be delineated using available Light Detection and Ranging (LiDAR) data. The City's existing GIS will be reviewed to define additional flows that may be tributary to Downing Pond and to determine if surface flows may be directed away from the pond based on existing infrastructure. The hydrologic analysis will be completed using PondPack V8i (Bentley) which is an industry-standard program for producing peak flow rates for a range of standard storm events. The peak flow rates to be analyzed for this project will be the 2-year, 10-year, 25-year and 100-year, 24-hour storms.

Although Arcadis has a hydraulic model of the interceptor sewers and trunks developed as part of the LTCP, the existing model does not include the area being evaluated for this study. A new basic hydraulic model of the proposed and existing storm sewers will be developed to determine their capacity. The hydraulic analysis will be completed using InfoWorks, the same modeling program as was used by Arcadis in the development of the LTCP.

Based on the available storage capacity in Downing Pond, Arcadis will evaluate adding real time controls on the pond's outlet structure to regulate flows into the storm sewer in an effort to optimize the system capacity and to provide the City with control over the water surface elevation in the pond. Arcadis will meet with the City to discuss connections to each storm sewer and prepare preliminary estimates for each design storm.

Task 1-4 Prepare Engineering Report

Arcadis will prepare an engineering report that will generally comply with New York State Environmental Facilities Corporation (NYS EFC) and NYS DEC requirements for approval and funding solicitation. Arcadis will prepare a draft report that describes the findings of the evaluation and meet with the City to review their comments and how we will address them.

Arcadis will submit a final report to the NYS DEC for review and approval. Arcadis will review comments received from the NYS DEC and prepare a response letter and revise the report accordingly. Arcadis will submit a final report to the City and NYS DEC.

Task 1-5 State Environmental Quality Review

Arcadis will prepare a short form environmental assessment form (EAF) for the City's consideration, expecting issuance of the Negative Declaration as an Unlisted Action.

Task 1-6 Funding Support

Arcadis will support the City for the solicitation of funding from state and federal sources as appropriate for the project including WIIA, IMG and WQIP Grants.

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Task 2: Water Street Sewer Separation

This task involves the feasibility of separating the combined sewers along Water Street through Park Place and connecting the storm sewer downstream of the regulator into the existing CSO outfall sewer as required by the approved LTCP and Order on Consent. Additionally, separate storm sewers that discharge to the combined sewer on Water Street maybe separated at this point, providing further benefits to the City.

Task 2-1 Data Review

Arcadis will conduct a kickoff meeting with the City and collect available information on the combined sewer systems to be evaluated. Arcadis will review data provided by the City including GIS files and construction drawings along with EDR reports of the two locations to assess historical uses and potential environmental impacts.

Task 2-2 Sewer Separation Preliminary Evaluation

Arcadis will review existing GIS sewer information, to the extent possible, to verify the locations of combined and storm sewer structures on Water Street to develop a simple InfoWorks model of the drainage areas and receiving sewers and provide a description of the improvements that would be necessary for separation. Arcadis will also prepare a second model including areas along Powell and Central that could be connected to the separate storm sewer in the future to determine the storm sewer size and if the existing 24-inch CSO discharge sewer has sufficient capacity. As with Task 1, the model will be developed for the 2-year, 10-year and 25-year and 24-hour storms. Arcadis will prepare a Technical Memorandum outlining our recommendations.

Arcadis will meet with the City to discuss the analysis that was completed and review the Technical Memorandum to determine project definition

Task 2-3 Field Investigations

CCTV: Arcadis will subcontract with a minority or women owned business, if available, to conduct a Closed Circuit Televised (CCTV) inspection with NASSCO coding of the existing combined sewers and confirm locations of catch basin connections to be disconnected and reconnected to the new separate storm sewer. This task includes the CCTV of approximately 4,000 linear feet of combined sewer on the alternative recommended in Task 2-2.

Smoke Testing: Arcadis will subcontract with a minority or women owned business, if available, to perform smoke testing on the combined sewer to confirm locations of catch basin connections on the alternative recommended in Task 2-2. It is anticipated that only one day of smoke testing will be needed. Arcadis will be present during the smoke testing to collect information. To prepare for smoke testing, it is critical that area residents are notified in advance. Arcadis will provide the City with brightly colored door hanger notifications to be distributed prior to smoke testing events. The City will deliver the notifications to the residents and contact the police and fire department prior to the smoke test.

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Topographical Survey: Arcadis will subcontract with a minority or women owned business, if available, to complete an instrument field survey. The survey will depict road rights of way, surface features, topography (1-foot contour intervals), improvements, and underground utilities as marked out by Dig Safely New York (water, sewer, electric, natural gas). Elevations of the existing utilities, where access is possible through manholes and structures, will be obtained. The survey datum will be NAVD 88 and be completed in AutoCAD format.

Task 2-4 Prepare Engineering Report

Arcadis will prepare an engineering report that will generally comply with NYS EFC and NYS DEC requirements for approval and funding solicitation. Arcadis will prepare a draft report that describes the findings of the evaluation and meet with the City to review their comments and how we will address them.

Arcadis will submit a final report to the NYS DEC for review and approval. Arcadis will review comments received from the NYS DEC and prepare a response letter and revise the design accordingly. Arcadis will submit a final report to the City and NYS DEC.

Task 2-5 State Environmental Quality Review

Arcadis will prepare a short form EAF for the City's consideration and issuance of the Negative Declaration as an Unlisted Action.

Task 2-6 Funding Support

Arcadis will support the City for the solicitation of funding from state and federal sources as appropriate for the project including WIIA, IMG and WQIP Grants.

Task 3: Reconstruction of Broadway Between Grand and Dubois Streets

This task involves the inspection and evaluation of a 100 year old, 48-inch by 60-inch brick combined sewer that collects combined sewage and stormwater from the Broadway corridor and extends from Broadway to South William Street where it connects to the North Interceptor sewer. Arcadis will also evaluate this section of the Broadway corridor for implementation of green infrastructure practices to reduce peak stormwater flows to combined sewer.

Task 3-1 Data Review

Arcadis will conduct a kickoff meeting with the City and collect available information provided by the City. Arcadis will review data provided by the City including GIS files and available drawings and reports.

Task 3-2 Field Investigations

Sewer Evaluation: The 48-inch x 60-inch combined sewer is approximately 2,400 linear feet in length and is estimated to carry an average flow of 2-3 million gallons per day. Arcadis will subcontract with RedZone Robotics to perform a thorough inspection of this sewer which will include CCTV, NASSCO coding, sonar,

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and laser profiling. This multi-sensor approach enables accurate and complete inspections in sewers that are partially flowing, or even completely submerged.

Geoprobe: Subsurface soil data will be collected at up to 15 selected locations to facilitate the understanding of subsurface conditions by a geotechnical subcontractor. The subsurface explorations will be limited to 8-feet deep geoprobes and are only intended to capture soil conditions, and if encountered, proximity to rock and the water table. Boring holes will be backfilled with 1-1/2 sack slurry and cold patched. Prior to drilling, the geotechnical contractor will explore the intended location of each geoprobe with Ground Penetrating Radar (GPR) to search for potential interferences that could be damaged by, or be damaging to, the geoprobe. This information will be used to ascertain the proper location of each. In addition, Dig Safely, New York will be contacted to mark out the utility locations in the area to support the GPR exploration and geoprobe tests.

Task 3-3 Sewer Condition Assessment

Arcadis will review the information collected, summarize the condition of the sewer, describe and quantify structural problems of concern, areas of I&I and provide recommendations and cost estimates for rehabilitation or replacement.

Task 3-4: Green Infrastructure Preliminary Design

Incorporation of green infrastructure can reduce combined sewer overflows by retaining peak stormwater flows due to precipitation, as well as add beauty and reduce heat-island effects in urban environments. Arcadis will evaluate the addition of green infrastructure along Broadway within the study area from Dubois Street to Grand Street. This approximate stretch of 1,500 feet of road will be studied for the possible placement of green infrastructure that will work within the confines of the streetscape, which could include bioswales, tree planters, or rain gardens.

Arcadis will conduct a planning meeting with the City to review green infrastructure concepts and show successful green infrastructure projects from other municipalities. Goals of the planning meeting will be to gauge the City's acceptance of repurposing sidewalks and parking spaces for green infrastructure versus creating a green infrastructure median in the roadway.

Based on the acceptance of a plan for green infrastructure on the studied section of Broadway, Arcadis will develop conceptual plans and renderings of up to three conceptual layouts. Arcadis will meet with the City to discuss the alternatives and develop recommendations for a final conceptual design.

Task 3-5 Public Outreach

Arcadis will prepare visual aids and conduct one public meeting to solicit input from the public at the location secured by the City. The goals of the meeting will include:

- Establish early communication with the affected public including key stakeholders and regulatory agencies;
- Encourage dialogue with the public to explain why the project is beneficial;

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- Solicit the opinions and address issues and concerns from the public, stakeholders, and interested parties during project development;
- Make the technical aspects of the project clear and understandable to the lay person, and;
- Build awareness of the issues which need to be consider, while gaining broad support for the project by involving the public throughout the design process.

Task 3-6 Prepare Engineering Report

Arcadis will prepare an engineering report that will generally comply with NYS EFC and NYS DEC requirements for approval and funding solicitation. Arcadis will prepare a draft report that describes the findings of the evaluation and for the City's review and comment. Arcadis will meet with the City to review their comments and how we will address them.

Arcadis will submit a final report to the NYS DEC for review and approval. Arcadis will review comments received from the NYS DEC and prepare a response letter and revise the report accordingly. Arcadis will submit a final report to the City and NYS DEC.

Task 3-7 State Environmental Quality Review

Arcadis will prepare a short form EAF for the City's consideration and issuance of the Negative Declaration as an Unlisted Action.

Task 3-8 Funding Support

Arcadis will support the City for the solicitation of funding from state and federal sources as appropriate for the project including WIIA, IMG and WQIP Grants.

Task 4: Relocation of North Interceptor

The North Interceptor, a combined sewer that is between 24 and 30 inches in diameter was originally constructed in the 1960's and located along the east side of the City. The size and shape of this existing interceptor sewer creates maintenance problems for the City, and the current location of the interceptor sewer prevents development of the formerly developed hillside located between Colden Street and Water Street. When the City was originally planning and negotiating the terms of the LTCP Consent Order, the City included a project consisting of reconstructing and relocating the North Interceptor sewer in an effort to eliminate maintenance issues and to allow for future development of City owned land while maximizing the environmental benefits of a new, properly sized intercepting sewer through a significant reduction in untreated combined sewer overflows. A new, relocated interceptor sewer will deliver more combined sewage to a future floatables control and disinfection facility to be constructed in the area immediately adjacent to the wastewater treatment plant. The current untreated discharge to the Hudson River from the existing 13 combined sewer outfall locations will decrease by nearly 100 overflow events per year, or approximately 56 million gallons per year of untreated raw sewage.

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Task 4-1 Data Review

In coordination with Task 5, Arcadis will develop a request for information and assess available data provided to Arcadis from the City. Data will include interceptor construction drawings, overflow data from each regulating chamber and the wastewater treatment plant flows. Arcadis will review EDR reports and of the interceptor corridor to assess historical uses and potential environmental risks.

Task 4-2 Field Investigations

Arcadis will complete field investigations to document existing conditions of the existing and proposed north interceptor corridors as shown in the City of Newburgh CSO Long Term Control Plan Addendum, dated March 2015.

Survey: Arcadis will subcontract with a minority or women owned business, if available, to complete an instrument field survey of the north interceptor, corridor and regulators. The survey will represent road rights of way, surface features, topography (1-foot contour intervals), improvements, and underground utilities as marked out by Dig Safely New York (water, sewer, electric, natural gas, etc.). Elevations of the existing utilities, where access is possible through manholes and structures, will be completed. The survey will be based upon City Datum. Arcadis will include an allowance of \$12,000 for CSX flagging services to complete the survey where the interceptor crosses the railroad tracks and runs parallel to the tracks before entering the wastewater treatment plant site.

Ground Penetrating Radar: Arcadis will subcontract with a minority or women owned business, if available, to complete a ground penetrating radar (GPR) survey of proposed boring locations to identify possible utilities in the vicinity.

Geotechnical Borings: Arcadis will subcontract with a minority or women owned business, if available, to perform a geotechnical evaluation of the project site, encompassing the following activities:

- Review of readily available background materials, including published geologic maps and literature, topographic maps, Sanborn mapping and aerial photographs. Review geotechnical data available from the City, utilities, and adjoining properties regarding previous work at or near the site, if available.
- A site reconnaissance to document the surficial geologic conditions will be conducted. During the reconnaissance, boring locations will be marked in the field for coordination with Dig Safely New York. City will accompany Arcadis in the field for the purpose of reviewing and accepting boring locations.
- A geophysical survey along the proposed alignment to identify existing utilities and estimate the depth to bedrock along the alignment.
- A subsurface investigation consisting of the drilling, sampling, and logging of up to seven (7) borings with a truck-mounted drill rig. The borings at four (4) locations will be sampled continuously to refusal and rock cored to a minimum of 5 feet below the invert of the proposed pipe. The borings at three (3) locations, will be sampled continuously to 12 feet and on a 5-foot interval to refusal, after which a 5-foot rock core will be collected to confirm that the bedrock

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surface was reached. The borings will be drilled to evaluate the subsurface conditions and to collect samples for laboratory testing.

- The samples will be transported to a laboratory for testing. The borings will be backfilled with bentonite hole-plug and pavement areas patched.
- Data compilation of the information obtained from the background review, subsurface investigation, geophysical survey, and laboratory testing will be presented a Geotechnical Data Report for the project. This report will provide bidders with information related to the soil types, depth to bedrock, type and structure of the bedrock, and rock strength for use during bidding.

Interceptor Evaluation: Arcadis will subcontract with RedZone Robotics to perform a thorough inspection of this sewer which will include CCTV, NASSCO coding, sonar, and laser profiling. This multi-sensor approach enables accurate and complete inspections in sewers that are partially flowing, or even completely submerged. The evaluation of the north interceptor will be from the wastewater treatment plant to Regulator No. 10, approximately 9,500 linear feet.

Task 4-3 North Interceptor Preliminary Design

Arcadis will prepare conceptual plans and profiles of the north interceptor. It is anticipated that the geotechnical boring program will indicate that microtunneling/boring will be required to construct the relocated 48-inch diameter sewer along Colden Street. Arcadis will assess construction costs and risk for replacing the interceptor in the existing trench with temporary bypass pumping and constructing a new sewer located near the existing trench. Arcadis will assess relocation of the final reach of the interceptor that runs along the CSX railroad to the east, off the CSX ROW with a larger support structure. Arcadis will assess sewer performance for dry and wet weather flow. The Infoworks model of the interceptor will be utilized to assess performance and optimize the connections to existing regulators.

Arcadis will conduct a preliminary design review workshop to discuss the preliminary design of the north interceptor and solicit feedback.

Task 4-4 Prepare Engineering Report

Arcadis will prepare an engineering report of the recommended alternative. The report will generally comply with NYS EFC and NYS DEC requirements for approval and funding solicitation. The report will outline the evaluation and findings of the previous tasks. Arcadis will prepare a draft report for the City's review and comment. Arcadis will meet with the City to review their comments and how we will address them.

Arcadis will submit a final report to the NYS DEC for review and approval. Arcadis will review comments received from the NYS DEC and prepare a response letter and revise the report accordingly. Arcadis will submit a final report to the City and NYS DEC.

Task 4-5 Public Participation and SEQR

Arcadis will prepare visual aids and conduct one public meeting to solicit input from the public at the location secured by the City. The goals of the meeting will include:

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- Establish early communication with the affected public including key stakeholders and regulatory agencies;
- Encourage dialogue with the public to explain why the project is beneficial;
- Solicit the opinions and address issues and concerns from the public, stakeholders, and interested parties during project development;
- Make the technical aspects of the project clear and understandable to the lay person, and;
- Build awareness of the issues which need to be consider, while gaining broad support for the project by involving the public throughout the design process.

Arcadis will prepare a Full EAF for the for the City's consideration and issuance of the Negative Declaration. We will review local, state and federal databases and mapping to review potential environmental features of the site. If a coordinated review is required, we will prepare a letter for the City to circulate to interested and involved agencies.

Task 4-6 Funding Support

Arcadis will support the City for the solicitation of funding from state and federal sources as appropriate for the Project including WIIA, IMG and WQIP Grants.

Task 5: Floatables Control and Disinfection Facility Engineering Report

In order to meet the 85% capture requirement of the US EPA CSO Control Policy, it was determined that the most cost-effective option was to capture wet weather flows by upgrading both the North and South Interceptors and constructing a floatables control and disinfection facility in a centralized location. The facility would be located adjacent to the wastewater treatment plant for ease of operations and minimizing odors in residential or commercial districts. By replacing the North interceptor and adding a second sewer to parallel the South Interceptor, this will also greatly enhance aging infrastructure in the City.

Task 5-1 NYS DEC Coordination

Arcadis will facilitate a meeting with the NYS DEC to discuss the Floatables Control and Disinfection Facility (Facility) project. Discussion will be focused on the anticipated SPDES permit requirements for the Facility primarily pertaining to discharge limitations, compliance reporting requirements, and permitting. We will discuss the target microorganism (i.e. fecal coliform vs. enterococci) and the impacts to both water quality and project requirements. This meeting will be used to further develop the basis of design and evaluate disinfection strategies.

Task 5-2 Data Review

In coordination with Task 4, Arcadis will develop a request for information and assess available data provided to Arcadis from the City. Data will include interceptor construction drawings, wastewater treatment plant construction drawings, engineering reports for the headworks, and three years of flows and loads.

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Arcadis will review FIRM maps to assess the 100- and 500-year storm flood elevations and establish design criteria for construction in the flood plain and NYSDEC requirements for accommodating sea level rise. Arcadis will review EDR reports of the site to assess historical uses and potential environmental risks.

Task 5-3 Field Investigations

Arcadis will complete field investigations to document existing conditions of the site adjacent to the wastewater treatment plant.

Survey: Arcadis will subcontract with a minority or women owned business, if available, to complete an instrument field survey of the site. The survey will represent property boundaries, surface features, topography (1-foot contour intervals), improvements, buildings and facilities and underground utilities as marked out by City staff (water, plant water, electric, etc.). Elevations of the existing utilities, where access is possible through manholes and structures, will be completed.

Geotechnical Report: Arcadis will subcontract with a specialized engineering firm to perform a geotechnical evaluation of the project site, encompassing the following activities:

- Review of readily available background materials, including published geologic maps and literature, topographic maps, and aerial photographs. Review geotechnical data available from the City regarding previous work at the site, if available.
- Review of seismic data, including fault hazard maps, seismic hazard maps, and other readily available data regarding geologic and seismic hazards within the project areas.
- Coordinate with Central Hudson Gas and Electric for subsurface explorations in accordance with the Site Management Plan.
- A site reconnaissance to document the surficial geologic conditions will be conducted. During the reconnaissance, boring locations will be marked in the field for coordination with Dig Safely New York. City and Central Hudson staff will accompany Arcadis in the field for the purpose of reviewing and accepting boring locations.
- Subsurface exploration consisting of the drilling, sampling, and logging of up to four (4) small-diameter borings with a truck-mounted drill rig. The borings will be drilled up to a depth of approximately 40 feet, or refusal, whichever is shallower. The borings will be drilled to evaluate the subsurface conditions and to collect samples for laboratory testing. Relatively undisturbed and bulk samples will be obtained at selected intervals from the borings. The soil samples will be transported to a laboratory for testing. The borings will be backfilled with on-site soils and pavement areas patched.
- Laboratory testing of representative soil samples. Laboratory tests will include evaluation of in-situ moisture and density, sieve analysis, Proctor density, consolidation, shear strength, and soil corrosivity.
- Data compilation and engineering analysis of the information obtained from the background review, subsurface evaluation, and laboratory testing. This engineering analyses and recommendations will

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provide the basis for structural engineering, seismic planning, and guidance on construction phase activities related to slope stability, backfill requirements, pavement and design.

- Preparation of a Geotechnical Evaluation Report for the project. The report will be illustrated with site plans and boring locations, boring logs, and laboratory test results. The report will present findings, conclusions, and geotechnical recommendations for the project including design of foundations, groundwater control measures, excavation support and protection of adjacent structures and utilities.

Wastewater Sampling and Disinfectant Bench Test: Arcadis will collect samples of the influent wastewater flow during a wet weather event. Three samples will be collected during the wet weather event. Each sample will be analyzed for E. Coli, fecal coliform, Enterococci, TSS and UVT without chemical disinfectant added and then after 15 minutes with various doses of sodium hypochlorite and peracetic acid (PAA). The bench test will be utilized to determine the log inactivation of the indicator organism and Enterococci based on the chemical dosage. Arcadis recommends consideration of utilizing Enterococci as the indicator organism as the US EPA published an update to the Recreational Water Quality Criteria (RWQC) in November 2012, but New York has yet to adopt it.

Task 5-4 Screening and Disinfection Evaluation

Arcadis will evaluate up to three screening technologies that will minimize debris from entering the disinfection facility and maximize flows to the wastewater treatment plant during wet weather. The screening facility is envisioned to be located along the interceptor sewer. Arcadis will evaluate the new screens and ancillary equipment being installed at the wastewater treatment plant relative to projected loadings. Arcadis will assess the equipment based on reliability, constructability, odors, operability, maintenance requirements and lifecycle costs.

Arcadis will evaluate three disinfection methods including UV, sodium hypochlorite and PAA. UV would be installed in open channels in a building. A contact tank would be required for sodium hypochlorite and PAA with a hydraulic residence time of 15 minutes at the design flow. Arcadis will assess the equipment based on reliability, constructability, odors, operability, maintenance requirements and lifecycle costs.

Arcadis will assess the electrical demand for each alternative and determine where available power can be accessed. Either a new service will be required, or power can be provided from the wastewater treatment plant. While unlikely for UV disinfection, it is possible that the existing service at the wastewater treatment plant maybe sufficient for the chemical addition disinfection alternatives. Backup power required for each alternative will be assessed based on the existing generator at the wastewater treatment plant and a new generator dedicated to the facility. For the chemical addition disinfection alternatives, Arcadis will estimate the power requirements and odor control equipment.

Arcadis will conduct a preliminary design review workshop to discuss the findings of the screening and disinfection evaluation. Based on the discussion and feedback of this workshop, Arcadis will prepare an alternatives analysis technical memorandum and final screening and disinfection system recommendations.

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Task 5-5 Preliminary Design (30%) Development

Arcadis will develop design criteria for support facilities required for the recommended alternative including structures, electrical systems, SCADA, flushing systems. Arcadis will utilize the existing Infoworks model of the interceptor developed under Task 4 to assess the hydraulic impacts of the Facility. Arcadis will prepare a 3D model of the facilities in REVIT. Arcadis will prepare a computational fluid dynamic (CFD) model of the screening facility and contact tanks, if required to assess flow patterns and short circuiting. Arcadis will prepare electrical one-line diagrams and P&IDs of the Facility.

Arcadis will conduct up to two design review workshops with the City to review the REVIT model and design criteria established.

Task 5-6 Public Participation and SEQR

Arcadis will prepare visual aids and conduct one public meeting to solicit input from the public at the location secured by the City. The goals of the meeting will include:

- Establish early communication with the affected public including key stakeholders and regulatory agencies;
- Encourage dialogue with the public to explain why the project is beneficial;
- Solicit the opinions and address issues and concerns from the public, stakeholders, and interested parties during project development;
- Make the technical aspects of the project clear and understandable to the lay person, and;
- Build awareness of the issues which need to be consider, while gaining broad support for the project by involving the public throughout the design process.

Arcadis will prepare a Full EAF for the for the City's consideration and issuance of the Negative Declaration. We will review local, state and federal databases and mapping to review potential environmental features of the site. If a coordinated review is required, we will prepare a letter for the City to circulate to interested and involved agencies.

Task 5-7 Prepare Engineering Report

Arcadis will prepare an engineering report of the recommended alternative. The report will generally comply with NYS EFC and NYS DEC requirements for approval and funding solicitation. The report will outline the evaluation and findings of the previous tasks. Arcadis will prepare a draft report for the City's review and comment. Arcadis will meet with the City to review their comments and how we will address them.

Arcadis will submit a final report to the NYS DEC for review and approval. Arcadis will review comments received from the NYS DEC and prepare a response letter and revise the design accordingly. Arcadis will submit a final report to the City and NYS DEC.

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Task 5-8 Funding Support

Arcadis will support the City for the solicitation of funding from state and federal sources as appropriate for the Project including WIIA, IMG and WQIP Grants.

Task 6 Regulator No. 2 Operational Optimization

The City will provide Arcadis with influent flow and precipitation data from the wastewater treatment after 12 months of data has been obtained. Arcadis will review to evaluate the performance and effectiveness of the real time controls at Regulator No. 2. Arcadis will determine if modifications to flow settings or the control programming need to be completed. Modifications may include gate resting position, flow rates, gate closure and opening rates, and flow setpoints.

SCHEDULE

Please refer to the project schedule attached.

COMPENSATION

Arcadis will complete the scope of services in accordance with the following not to exceed budget. Arcadis will be reimbursed in accordance with the rate schedule attached. Please note that there is an MWBE goal of 23% for this work. Arcadis has identified several MWBE subconsultants to provide professional services that account for 26% of the overall fee amount. In addition, Redzone Robotics provides industry leading robotic sewer inspection techniques that will be employed for the evaluation of the 100-year-old 48-inch x 60-inch combined sewer and the north interceptor. This technology will allow the City to keep the sewer and interceptor in service during the inspection with costly bypass pumping.

Task	Not to Exceed Budget
Task 1 New Drain Outlet and Storm Sewer at Downing Pond	\$89,000
Task 2: Separation of Combined Sewers on Water Street	\$84,000
Task 3: Reconstruction of Broadway Between Grand and Dubois Streets	\$129,000
Task 4: Relocation of North Interceptor	\$329,000
Task 5: Floatables Control and Disinfection Facility	\$234,000
Task 6 Regulator No. 2 Operational Optimization	\$15,000

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Mr. Jason Morris, PE
City of Newburgh
July 23, 2019

Subconsultant Utilization Plan

Arcadis will utilize the following subconsultants on the project for the various tasks and has included the following allowances, which are included in the not to exceed budgets above.

Subconsultant	Subconsultant Allowance
Arold Construction (WBE)	\$42,000
Brooks & Brooks Land Surveying (WBE)	\$136,000
EDR	\$2,500
JHB Engineering (MBE)	\$43,500
Redzone Robotics	\$120,000
CSX Railroad	\$12,000
Subtotal Subcontractors	\$356,000

We look forward to continuing assisting the City of Newburgh manage and improve its critical wastewater infrastructure and, again, appreciate the confidence you have in our people. If you have any questions, please do not hesitate to call me at 518-250-7300 at your earliest convenience.

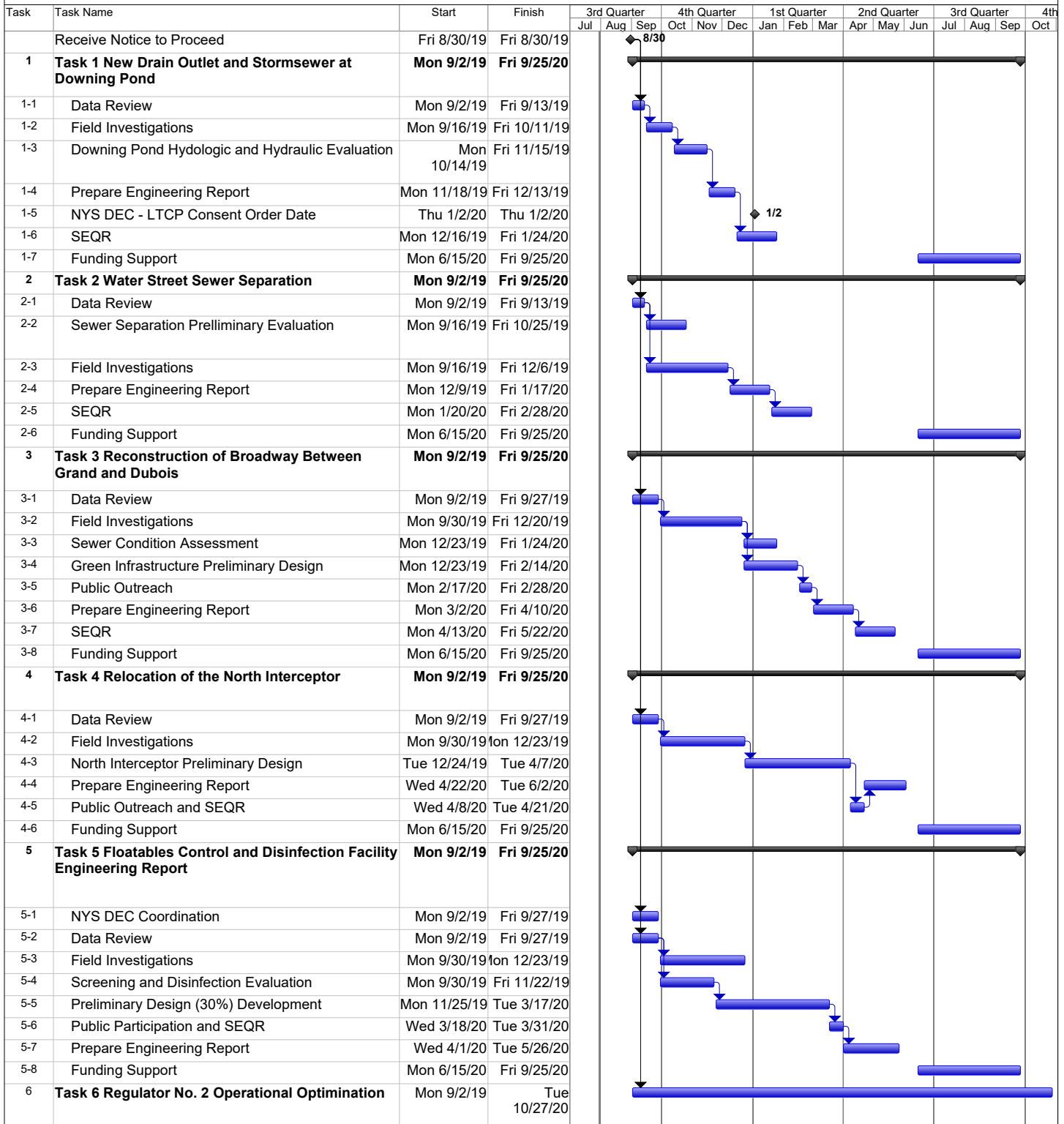
Sincerely,

Arcadis of New York, Inc.

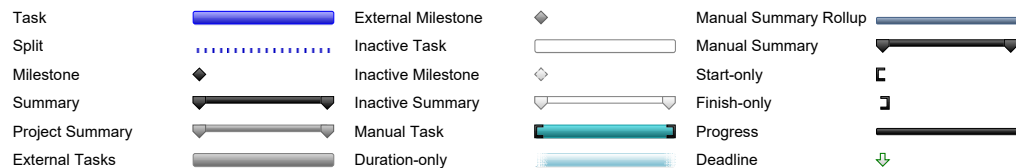


Robert E. Ostapczuk, PE
Vice President

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.



Project: Project Schedule
Date: Wed 7/31/19



RESOLUTION NO.: 190 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A RIGHT OF ENTRY WITH THE NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
FOR ACCESS TO PROPERTY LOCATED AT 151 LIBERTY STREET**

WHEREAS, the New York State Department of Environmental Conservation (“NYS DEC”) notified the City of Newburgh of its intent to enter City-owned property located at 151 Liberty Street to conduct a site investigation and/or cleanup of a petroleum spill; and

WHEREAS, the NYS DEC has requested the City’s consent to enter the City-owned property for this purpose; and

WHEREAS, this Council has determined that consenting to the proposed entry is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute the Notice of Entry, as annexed hereto, consenting to the entry of the New York State Department of Environmental Conservation on City-owned property located at 151 Liberty Street to conduct a site investigation and/or cleanup of a petroleum spill.

RESOLUTION NO.: 191 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A MASTER FEDERAL-AID LOCAL PROJECT AGREEMENT
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZING THE IMPLEMENTATION AND FUNDING OF THE COSTS TO FUND
IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND NON-FEDERAL AID
ELIGIBLE COSTS FOR THE LAKE STREET/ROUTE 32 OVER QUASSAICK CREEK
BRIDGE REHABILITATION PROJECT**

WHEREAS, a project for the Lake Street/Route 32 over Quassaick Creek Bridge Rehabilitation in the City of Newburgh, Orange County, PIN 8761.39 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% federal funds and 5% non-federal funds; and

WHEREAS, the City of Newburgh will design, let and construct the Project; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof;

NOW, THEREFORE, the Newburgh City Council duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay 100% of the cost of construction and construction inspection work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of \$1,000,000 is hereby appropriated from A.1918.0400 and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the Newburgh City Council that the City of Newburgh shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the City of Newburgh; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the City of Newburgh shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager thereof; and it is further

RESOLVED, that City Manager hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Newburgh City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh all necessary agreements, certifications or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the City of Newburgh's funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2016.

Clerk, City of Newburgh

MUNICIPALITY/SPONSOR: City of Newburgh

PROJECT ID NUMBER: 8761.57 BIN: 2022260

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO _____

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the City of Newburgh (the "Municipality/Sponsor")
acting by and through City Manager
with its office at 83 Broadway, Newburgh, NY 12550.

This Agreement covers eligible costs incurred on or after / / .

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as PIN 8761.57, Lake Street/Route 32 over Quassaick Creek Bridge Rehabilitation, City of Newburgh, Orange County (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

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WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. -2019 adopted at meeting held on 8/12/19 approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the City Manager of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid

MUNICIPALITY/SPONSOR: **City of Newburgh**

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Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

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4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s)* A. Supplemental Agreements or

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Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor.

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In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the

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State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

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- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Orietta V. Trocard

Title: Regional Local Projects Liaison

Address: 4 Burnett Boulevard, Poughkeepsie, NY 12603

Telephone Number: 845-431-5811

Facsimile Number: 845-431-5988

E-Mail Address: orietta.trocard@dot.ny.gov / marshall.gioia@dot.ny.gov

[Municipality/Sponsor] City of Newburgh

Name: Joseph P. Donat / Jason Morris, P.E.

Title: City Manager / City Engineer

Address: 83 Broadway, Newburgh, NY 12550

Telephone Number: 845-569-7446 / 845-569-7448

Facsimile Number: 845-569-7349

E-Mail Address: jmorris@cityofnewburgh-ny.gov

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at

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www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

MUNICIPALITY/SPONSOR: City of Newburgh

PROJECT ID NUMBER: 8761.57 BIN: 2022260

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

*As per Resolution No. -2019

Print Name: Joseph P. Donat

Print Name: Michelle Kelson, Corporation Counsel

Title: City Manager

MUNICIPALITY/SPONSOR FINANCE:

By: _____

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

Todd Venning, City Comptroller

On this _____ day of August, 2019 before me personally came Joseph P. Donat to me known, who, being by me duly sworn did depose and say that he/she resides at 83 Broadway, Newburgh, New York; that he/she is the City Manager of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the City Council of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on August 12, 2019 and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

A. Summary of <u>allocated</u> MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as “Current.”. Show the old costs from the previous Schedule A on the row indicated as “Old.” All totals will calculate automatically.							
PIN Fiscal Share	“Current” or “Old” entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8761.57.321	Current	NHPP	\$1,000,000.00	\$950,000.00	\$0.00	\$50,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,000,000.00	\$950,000.00	\$ 0.00	\$50,000.00

C. Local Deposit(s) from Section A:

\$ 0.00

Additional Local Deposit(s)

\$

Total Local Deposit(s)

\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$950,000.00	\$ 0.00	\$ 0.00	\$50,000.00	\$1,000,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)Name: Marshall GioiaPhone No: 845-431-5804

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

[illegible]

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☒
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☒
3. Smart Growth Attestation (NYSDOT ONLY).	☒	☐
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☒
2. ROW mapping and any necessary ROW relocation plans.	☐	☒
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☒
4. Secure Appraisals.	☐	☒
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☒

Phase/Sub-phase/TaskResponsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|-------------------------------------|
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | ☐ | ☒ |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | ☐ | ☒ |

B. Right-of-Way (ROW) Acquisition**Phase/Sub-phase/Task**Responsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|-------------------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | ☐ | ☒ |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | ☐ | ☒ |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties. | ☐ | ☒ |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | ☐ | ☒ |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | ☐ | ☒ |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | ☐ | ☒ |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | ☐ | ☒ |

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☒
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☒
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☒
4. Compile and submit Contract Award Documentation Package.	☐	☒
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☒
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☒
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☐
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☐
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☒
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☒
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☒
11. Administer all construction contract claims, disputes or litigation.	☐	☒

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|-------------------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | ☒ | ☒ |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | ☒ | ☒ |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor

understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years

thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section

312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract;

or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnyccontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health,

and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person

fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

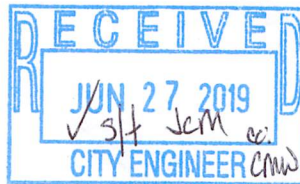


Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Acting Commissioner

LANCE MacMILLAN, P.E.
Regional Director



June 24, 2019

Mr. Jason Morris, P.E., City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**RE: PIN 8761.57, LAKE STREET/ROUTE 32 OVER
QUASSAICK CREEK BRIDGE REHABILITATION
CITY OF NEWBURGH, ORANGE COUNTY**

Dear Mr. Morris:

Enclosed are eight (8) Master Federal-Aid Local Project Agreements for the approved project referenced above. Please return seven (7) copies of the locally executed agreement to this office as soon as possible for execution by New York State. Each of the seven (7) locally executed agreements must contain original signatures, notarizations, and certified seal-stamped resolutions. A sample resolution is attached.

When executing the agreement, please be sure to:

- fill in the Resolution number, date of the meeting at which the resolution was passed, and the title of the person authorized to sign the agreement on behalf of the local agency.
- make sure the agreement is signed by the person authorized to sign the agreement on behalf of the local agency, by the agency's legal counsel, and by a notary public.

As the project progresses, for civil rights purposes, the sponsor will need to agree to comply with the terms and conditions to access and use NYSDOT's current reporting software. Within the attached Resolution is a WHEREAS clause that enables various municipal employee titles authorization to execute various agreements and certifications throughout the life of the project. It is imperative that this paragraph remain within the resolution and include the various titles.

To expedite State execution of the agreement, the language in the agreement and sample resolution should be used without addition or modification. If any additions or modifications to either the agreement or resolution language are desired, please contact me prior to making any changes to the documents.

EBO: The New York State Department of Transportation approved civil rights reporting software is called EBO (Equitable Business Opportunities) and is required for use on all federal

Mr. Jason Morris, P.E.
June 24, 2019
Page Two

aid projects. It is the sponsor's responsibility to monitor the use of this reporting system for both consultants and contractors.

To initiate access to EBO for both Sponsor and consultant for this project:

- Sponsor – complete the “Local project Consultant Agreement EBO Data Entry Form” (enclosed) after fully-executing a consultant agreement and receiving the “Consultant Information Request Form for EBO” from the consultant.
- Sponsor – if do not have existing access to EBO, will need to submit a Sponsor access request; which can be found at <https://www.dot.ny.gov/dotapp/ebo>.
- Consultant - if do not have existing access to EBO, will need to access EBO at <https://www.dot.ny.gov/dotapp/ebo>.
- Sponsor - Submit all completed forms to localprograms.ebo@dot.ny.gov

ALL DBE and EEO REPORTING WILL BE DONE IN EBO. Sponsor and/or Agent **must** monitor EEO goals on a monthly basis and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, Equal Employment Opportunity Requirements. **Sponsor will include a copy of the “Monthly Utilization Report” and “D/M/WBE Attainments Report” from EBO, including any corrective action taken, with each request for reimbursement.**

Please note that under the terms of the agreement, the City of Newburgh is responsible for progressing the project in accordance with the manual entitled “Local Projects Manual”, including paying project related expenses first and then applying to the NYSDOT for reimbursement. Reimbursement can be made by NYSDOT periodically. Reimbursement of the federal share of project costs will be made by the Office of the State Comptroller as reimbursement requests are processed after the return of the fully-executed project agreement.

Your assistance in having the agreement approved by the City Council and signed by the City Manager and City Attorney is appreciated. Of course, if you have any questions, please call me at (845) 431-5804 or e-mail at marshall.gioia@dot.ny.gov.

Sincerely,



Marshall Gioia
Contract Management Specialist
Region 8 Local Projects Unit

Enclosures

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY

(Bridge Project)

RESOLUTION NUMBER: _____

Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

WHEREAS, a project for the Lake Street/Route 32 over Quassaick Creek Bridge Rehabilitation in the City of Newburgh, Orange County, P.I.N. 8761.57 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the City of Newburgh will design, let and construct the Project: and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay 100% of the cost of construction and construction inspection work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of **\$1,000,000** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the Newburgh City Council hereby agrees that the City of Newburgh shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the City of Newburgh; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the City of Newburgh shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager thereof; and it is further

RESOLVED, that City Manager hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Newburgh City Manager be and is hereby authorized to execute on behalf of the City of Newburgh all necessary agreements, certifications or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the City of Newburgh's funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2019.

Clerk, City of Newburgh

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

August 12, 2019

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on August 12, 2019, at _____ o'clock P.M. (Prevailing Time).

There were present: Hon. Torrance Harvey, Mayor; and
Councilpersons:

There were absent:

Also present: Lorene Vitek, City Clerk

* * *

_____ offered the following resolution and moved its
adoption:

RESOLUTION NO. 192 -2019

OF

AUGUST 12, 2019

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 12, 2019, AUTHORIZING FINANCING FOR WATER FILTRATION PLANT IMPROVEMENTS, STATING THE ESTIMATED TOTAL COST THEREOF IS \$5,070,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF \$5,070,000 BONDS TO FINANCE SAID APPROPRIATION AND THE EXPENDITURE OF CITY WATER RATE CHARGES AND \$3,000,000 GRANT FUNDS EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. Based upon the review of this action by the City Engineer of the City of Newburgh, in the County of Orange, New York (herein called the "City"), the City

Council hereby determines that the specific object or purpose authorized to be financed pursuant to this resolution constitutes a Type II Action pursuant to the State Environmental Quality Review Act (“SEQRA”) regulations 6 CRR-NY 617.5(c)(2); and requires no further proceedings under SEQRA.

Section 2. The City of Newburgh, in the County of Orange, New York (herein called the “City”), is hereby authorized to finance the cost of improvements to the Newburgh Water Filtration Plant, all as more particularly described in the engineering report dated July 2019 and prepared by Arcadis of New York, Inc. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and to the financing thereof, is \$5,070,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of not to exceed \$5,070,000 bonds of the City, and any bond anticipation notes issued in anticipation of the sale of such bonds to finance said appropriation, the levy and collection of taxes on all the taxable real property in the City if necessary to pay the principal of and interest on said bonds and notes, and application of City water rate charges and \$3,000,000 expected to be received from the State of New York to be expended towards the cost of the project thereof or redemption of the bonds or notes issued therefor or to be budgeted as an offset to the taxes to be levied and collected for the payment of such principal and interest.

Section 3. Bonds of the City in the aggregate principal amount of \$5,070,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called “Law”), to finance the appropriation referred to herein.

Section 4. The period of probable usefulness of the specific object or purpose for which said \$5,070,000 bonds herein authorized are to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

Section 5. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 6. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the

authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Comptroller/Director of Finance, the chief fiscal officer of the City.

Section 8. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

“The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged.”

Section 9. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

- (b) the provisions of law which should be complied with at the date of the publication of such resolution or a summary hereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in “*The Sentinel*,” “*The Mid Hudson Times*,” and “*The Hudson Valley Press*,” three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The adoption of the foregoing resolution was seconded by

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, LORENE VITEK, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on August 12, 2019, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of August, 2019.

(SEAL)

City Clerk

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND
TO BE PUBLISHED
WITH SUMMARY OF RESOLUTION AFTER ADOPTION)

NOTICE

The resolution, a summary of which is published herewith, has been adopted on August 12, 2019, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

LORENE VITEK
City Clerk

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 12, 2019, AUTHORIZING FINANCING FOR WATER FILTRATION PLANT IMPROVEMENTS, STATING THE ESTIMATED TOTAL COST THEREOF IS \$5,070,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF \$5,070,000 BONDS TO FINANCE SAID APPROPRIATION AND THE EXPENDITURE OF CITY WATER RATE CHARGES AND \$3,000,000 GRANT FUNDS EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: to finance the cost of improvements to the Newburgh Water Filtration Plant, all as more particularly described in the engineering report dated July 2019 and prepared by Arcadis of New York, Inc.

period of probable usefulness: forty (40) years

amount of obligations to be issued: \$5,070,000

A complete copy of the Bond Resolution summarized above and such engineering report shall be available for public inspection during normal business hours at the office of the City Clerk, in Newburgh, New York.

Dated: August 12, 2019
Newburgh, New York

RESOLUTION NO.: 193 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION
OF A CONTRACT FOR ELECTRIC SUPPLY TO THE CITY OF NEWBURGH FOR
A TWO (2) YEAR TERM AND THE AWARD OF A BID AND
THE EXECUTION OF A CONTRACT FOR GAS SUPPLY SERVICES
TO THE CITY OF NEWBURGH FOR A TWO (2) YEAR TERM
TO THE LOWEST RESPONSIBLE BIDDER**

WHEREAS, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract in 2015 and 2017; and

WHEREAS, M&R Energy Resources Corporation has advised that the market is in a favorable place to perform the bid in August to lock in rates beginning January 1, 2020 and estimates that the proposed renewal pricing will yield an estimated annual savings of \$42,000; and

WHEREAS, securing the lowest bid and locking in the greatest annual savings, the electric supply and gas supply services contracts will occur prior to the next City Council meeting; and

WHEREAS, the City Council finds that authorizing M & R Energy Resources Corporation to duly advertise for bids for the electric supply services contract and for gas supply services contract and to open and return said bids before the next City Council meeting and authorizing the City Manager to execute contracts for the lowest prices to be in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the electric supply services contract and the bid for the gas supply services contract be and hereby are awarded to the lowest responsible bidders, providing for a two (2) year term, and that the City Manager be and he is hereby authorized to execute contracts for the provision of electric services and gas supply services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final pricing by this Council.

City of Newburgh

Energy Procurement Summary

Electric:

Annual kWh: 6,000,000

Current electric contract:

January 2018 – 2020: \$0.06337 per kWh

CES: \$0.00340 per kWh

Total: \$0.06677 per kWh

Proposed Renewal Pricing – including CES:

January 2020 – January 2022 \$0.05977 per kWh

Proposed Annual Savings: \$42,000

Contract History

January 2016 – January 2018: \$0.06683 per kWh

*Change in Law: April 2017, implementation of the Clean Energy Standard (CES); Zero Emissions Credit (ZEC) and Renewable energy standard (RES)

Natural Gas:

Annual Ccf: 150,000

Current natural gas contract:

December 2018 – November 2019: \$.3803 per Ccf

Proposed renewal pricing:

Contract History

December 2015 – November 2017: \$0.3878 per Ccf

RESOLUTION NO.: _____ - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION TO RATIFY THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH _____ FOR ELECTRIC SUPPLY TO THE CITY OF NEWBURGH FOR A TWO (2) YEAR TERM AT A COST OF \$ _____ PER KILOWATT HOUR
AND THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH _____ FOR GAS SUPPLY SERVICES TO THE CITY OF NEWBURGH FOR A TWO (2) YEAR TERM AT A COST OF \$ _____ PER 100 CUBIC FEET

WHEREAS, by Resolution No.: _____-2019 of August 12, 2019, this Council authorized the bid for the electric supply services contract and the bid for the gas supply services contract be awarded to the lowest responsible bidders, providing for a two (2) year term, and further authorized the City Manager to execute a contract for the provision of electric services and gas supply services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final pricing by this Council.

WHEREAS, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract; and

WHEREAS, bids were duly received and opened and _____ is the low bidder for the electric supply services and _____ is the low bidder for gas supply services;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh New York, hereby ratifies the bid for the electric supply services contract with _____, providing for a two (2) year term at a cost of \$ _____ per kilowatt hour; and

BE IT FURTHER RESOLVED, that the Council of the City of Newburgh, New York hereby ratifies the bid for the gas supply services contract with New York Gas and Electric, providing for a two (2) year term at a cost of \$ _____ per 100 cubic feet.

RESOLUTION NO.: 194 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE AWARD OF A BID
AND EXECUTION OF A CONTRACT WITH SHAMROCK SHOWS, INC.
FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT
THE CITY OF NEWBURGH 31ST INTERNATIONAL FESTIVAL**

WHEREAS, the City of Newburgh's 31st Annual International Festival is scheduled for Friday, August 30, 2019 through Monday, September 2, 2019, respectively, and will be held at the Delano-Hitch Recreation Park; and

WHEREAS, the City of Newburgh issued a Request for Proposals for Carnival Rides, Concessions and Amusements for the City of Newburgh's 31st Annual International Festival; and

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

WHEREAS, Shamrock Shows, Inc. was the only bidder; and

WHEREAS, the City of Newburgh wishes to enter into a contract with Shamrock Shows, Inc. to provide Carnival Rides, Concessions and Amusements for the City of Newburgh's 31st Annual International Festival; and

WHEREAS, the City Council has determined it to be in the best interests of the City of Newburgh to enter into a contract with Shamrock Shows, Inc.;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for Carnival Rides, Concessions and Amusements be and is hereby awarded to Shamrock Shows, Inc.; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute and enter into a contract, in substantially the same form as attached hereto with such other terms and conditions as Corporation Counsel may require, on behalf of the City of Newburgh with Shamrock Shows, Inc.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **SHAMROCK SHOWS, INC.**, a firm with principal offices at 338 Willow Tree Road, Milton, New York 12547, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning August 28, 2019, and ending September 4, 2019.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such

form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$0.00 ZERO Dollars has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation,

partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or

indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including	\$1,000,000 aggregate
Broad form contractual Liability, bodily injury and property damage	\$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon

such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from

the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall

have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

ARTICLE 24: CLOSE OUT & CLEAN UP

The parties agree that Shamrock (VENDOR) shall make its best effort to remove all property and equipment from the site no later than the end of the day, September 3, 2019. However, in the event of unforeseen delays or other circumstances beyond the control of the parties, Shamrock shall have until 12:00 pm on September 4, 2019 to remove all such property and equipment from the site.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

SHAMROCK SHOWS, INC.

BY: _____
Joseph P. Donat,
City Manager
Pursuant to Resolution No.:

BY: _____
Colin O'Keefe, CEO

DATE: _____

DATE: _____

APPROVED AS TO FORM

MICHELLE KELSON
Corporation Counsel

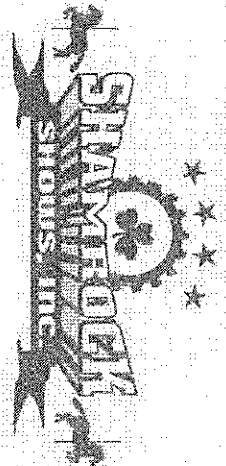
DATE: _____

TODD VENNING
City Comptroller

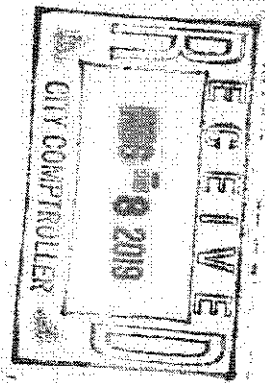
DATE: _____

SCHEDULE A

SCOPE OF SERVICES



338 Willow Tree Rd • Milton, NY 12547



REV
8/8/2019
11:30 am

Bid Opening

Cold

Okete

8/12/19 @

EARLY DAY BID
LABOR DAY WEEKEND

Present

TV -
AC -
HS -
RW -



338 Willow Tree Rd. • Milton, NY 12547
Phone: 845-795-1263 • Fax: 845-795-2345

Shamrock Shows and Amusements will bring 12-14 rides and 6-10 games and 3 concession trailers during the 2019 international festival.

Shamrock Shows and Amusements will provide proper insurance coverage, co listing city of Newburgh NY in scope and amount satisfactory to City, and will have proper permits for Orange County health dept.

- A. Shamrock will provide amusement concessions and carnival rides at no cost to the city of Newburgh
- B. Shamrock shows and amusements will pay the city of Newburgh 35% of the entire ticket proceeds over the total duration of festival
- C. Shamrock shows and amusements shall provide electricity for all amusements concessions and carnival rides
- D. Shamrock shows and amusements will provide 100 advertising posters at no cost to the city and will be distributed by the city
- E. Shamrock shows will provide tickets at no cost to the city
- F. Shamrock shows will be full responsible to provide personnel
- G. Shamrock shows will clean and provide maintenance to all immediate concessions and amusement rides at all times
- H. Shamrock shows will provide a written account of the daily proceeds earned to the designated city of Newburgh representative at the conclusion of each and ever night
- I. Shamrock shows will pay the city at the end of each evening the amount due to the city of Newburgh
- J. Shamrock shows will set up no earlier than Wednesday August 28th at 12:00 pm shamrock will have all rides removed from location no later than 12:00 pm on Wednesday September 5th. Shamrock will have all rides removed from location and be ready to operate first day no later than 5:00 pm on Friday August 30th and shall cease operations promptly at 11:00 pm that night shamrock will be fully operational at 12:00 pm for the remaining days and will cease operations each night at 11:00 pm and on Monday night cease operations at 12:00 pm unless otherwise directed by a city representative

Cal O'Neil

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

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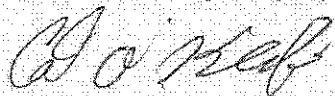
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- J. Shamrock shows will set up no earlier than Wednesday august 28th at 12:00 pm shamrock will have all rides removed from location no later than 12:00 pm on Wednesday sept 4th shamrock will have all personnel rides and concessions ready to operate first day no later than 5:00 pm on Friday august 30th and shall cease operations promptly at 11:00 pm that night shamrock will be fully operational at 12:00 pm for the remaining days and will cease operations each night at 11:00 pm and on Monday night cease operations at 10:00 pm unless otherwise directed by a city representative

A handwritten signature in cursive script, likely belonging to a city representative, is written over the bottom of the list item J.



338 Willow Tree Rd. • Milton, NY 12547
Phone: 845-795-1263 • Fax: 845-795-2345



City of Newburgh City Comptroller's Office

City Hall – 83 Broadway, 4th Floor
Newburgh, New York 12550

Tel: (845) 569-7322

Fax: (845) 569-7490

Todd Venning
City Comptroller

tvenning@cityofnewburgh-ny.gov

NOTICE

REQUEST FOR PROPOSALS - RFP #14.19

FOR THE

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS

FOR THE

31ST ANNUAL INTERNATIONAL FESTIVAL

CITY OF NEWBURGH, NEW YORK

Request for Proposals (RFP) will be received by the City Comptroller in her office at City Hall, 83 Broadway, 4th floor, Newburgh, New York until 4 p.m. (local time) Monday, August 12, 2019 for the Operation of Carnival Rides, Concessions and Amusements for the City of Newburgh's 31st Annual International Festival to be held from 5 p.m. Friday, August 30 to 10 p.m. Monday, September 2, 2019.

The RFP Document, becoming available to the public on Friday, July 26th, 2019, may be obtained by visiting the Empire State Purchasing Group website at: (www.bidnetdirect.com/new-york/city-of-newburgh), selecting the "Open Bids" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Respondents are required to execute a Non-Collusive Bidding Affidavit pursuant to Section 103-d of the General Municipal Law of the State of New York. Responses submitted without a Non-Collusive Bidding Affidavit will not be considered.

Responses to this RFP shall be delivered to the City Comptroller by hand, mail or other courier type services and must be received on or before the specified due date and time. Facsimile or electronic mail submissions will not be accepted. **Vendors are responsible for timely delivery of their Proposals.** There will be no exceptions.

The City of Newburgh hereby notifies all prospective vendors that it will affirmatively insure that in regard to any Contract entered into pursuant to this Notice, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

The City of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal deemed to be in the best interest of the City. Contract award may be subject to approval by the City Council.

By Order of the City of Newburgh:

By:


Todd Venning, City Comptroller

Dated: Wednesday, July 19, 2019

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

Advertisement Date:	Hudson Valley Black Press:	Wednesday, July 24, 2019
	Mid-Hudson Times:	Wednesday, July 24, 2019
	Sentinel	Friday, July 26, 2019

REQUEST FOR PROPOSALS

RFP #14.19

CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS FOR THE 31st ANNUAL INTERNATIONAL FESTIVAL

Overview: The City of Newburgh, New York is seeking proposals from qualified carnival ride and amusement companies (hereinafter referred to as “Ride Company”) to provide carnival rides, concessions and amusement services for the 31st Annual International Festival. This year, the International Festival will be held over the Labor Day weekend at the Delano-Hitch Recreation Park on Washington Street in the City of Newburgh. With numerous vendors and live entertainment scheduled, this festival typically draws several thousand people over the weekend. An overview of the Park is referenced on page 8 of this RFP indicating the two fields where the festival will operate.

The 2019 festival runs for four (4) consecutive days from Friday, August 30, 2019 through Monday, September 2, 2019. The festival will kick off Friday, August 30, 2019 beginning at 5:00 P.M. (Eastern Time) and ending its operation at 10:00 P.M. on Labor Day, Monday, September 2, 2019.

1.0 GENERAL

- A. Taxes. The City of Newburgh is exempt from Federal Excise Taxes and the New York State Sales Tax.
- B. Iran Divestment Act. By submission of a Proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, Respondent (or any assignee hereinafter referred to as “Bidder” or “Vendor”) certifies that it is not listed on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Respondent is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the contract is renewed or extended.

The City of Newburgh reserves the right to reject any Proposal from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

The signature on the Proposal Information Form will be considered certification that the Respondent is in compliance with all aspects of this regulation.

- C. Non-Collusion Bidding Affidavit. The City requires that a Non-Collusive Bidding Affidavit be submitted with all bids pursuant to its authority according to the Section 103-d of the State of New York Finance Law. This Non-Collusive Bidding Affidavit, made part of the Proposer Information Form, must be executed in blue ink by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusive Bidding Affidavit must be submitted separately on behalf of each party.

Failure to provide a Non-Collusive Bidding Affidavit in compliance with these instructions will result in disqualification of the bid.

2.0 SUBMISSION OF PROPOSALS

- A. Qualified individuals and/or Ride Companies shall submit their original Proposal, *plus one copy*, to City Comptroller Todd Venning, City of Newburgh, 83 Broadway- 4th Floor, Newburgh, New York, 12550, **on or before** 4:00 P.M., (*Eastern Time*), Monday, August 12, 2019. Late submissions will not be accepted.
- B. Proposals shall be delivered to the City Comptroller at his office located in City Hall, 83 Broadway, 4th Floor, Newburgh, New York, 12550 by hand, mail or the other courier type services. Facsimile or electronic mail submittals will not be accepted.
- C. Proposals must be in a sealed envelope indicating both the company name and the words **"RFP for International Festival"** *clearly marked* on the outer envelope.
- D. The front cover of the Proposal shall clearly indicate firm name, address, telephone number(s), email address, if available, and the designated contact person's name.
- E. All signatures, with the exception of a Notary Public, must be signed in blue ink.
- F. Forms provided must be completed and submitted with Proposal in original form.
- G. Respondents shall submit one (1) original *plus one* (1) copy of their Proposal to the City Comptroller as indicated in the aforementioned, *Section 2.A*.

3.0 CONTENTS OF PROPOSALS

Proposals must contain and indicate compliance of the following information which shall be outlined in the order read below:

- A. The Ride Company shall provide the City with a Proposal outlining the number and type of carnival rides, amusements and concessions to be provided during the 2019 International Festival.
- B. The Ride Company must secure and maintain all proper policies of insurance coverage, co-insuring the City of Newburgh, NY, in scope and amount satisfactory to City, and must be properly permitted by the Orange County Health Department and otherwise as required by law.
- C. The Ride Company shall provide amusements, concessions and carnival rides at no cost to the City of Newburgh.
- D. The Ride Company shall propose to pay the City of Newburgh a set percentage of their entire proceeds over the total and complete duration of the Festival in said Proposal.
- E. The Ride Company shall provide such amusements, concessions and carnival rides with their own source of power and electricity.
- F. The Ride Company shall provide a set number of advertising posters at no cost to the City which shall be distributed by the City of Newburgh. The Ride Company shall propose the set number of posters in said Proposal.
- G. The Ride Company must supply tickets at no cost to the City of Newburgh.
- H. The Ride Company shall be fully responsible to provide all personnel.
- I. The Ride Company shall be responsible for maintenance and cleanliness of the immediate concession and amusement ride areas at all times.
- J. The successful Ride Company **must** provide a written accounting of the daily proceeds earned to the designated City of Newburgh representative (*To Be Determined*) at the conclusion of festival operations **each and every evening**.
- K. The successful Ride Company shall pay the City of Newburgh *at the end of each festival evening* the amount due to the City based on the accounting of proceeds earned and on the percentage proposed and awarded there from.
- L. Completed forms signed in **blue ink** by an officer of the Ride Company as provided in this RFP on pages 6 and 7 - *Proposer Information Form* and *Non-Collusion Bidding Affidavit*. These two (2) original documents **must be included** in the original Proposal when submitted. Proposals shall be appropriately marked *original* and *copy* prior to submission.
- M. Failure to comply with any of the stipulations specified in this RFP shall remove the Ride Company from consideration of any or all future City of Newburgh events.

4.0 TIME OF PERFORMANCE

- A. Festival Setup and Tear-Down Period. The successful Ride Company must begin setup at the Newburgh Recreation designated field, no earlier than Wednesday, August 28, 2019 at 12:00 P.M. The successful Ride Company must have all equipment removed from said location no later than 12:00 P.M. on Wednesday, September 4, 2019.
- B. Hours of Festival Operations. The successful Ride Company must have all personnel, rides and concessions ready to operate on the first day no later than 5:00 P.M. (Eastern Time) on Friday, August 30, 2019 and shall cease operations promptly at 10:00 P.M. that night.

Ride Company is responsible for all personnel, rides and concessions ready for carnival operations commencing at 12:00 P.M. for each of the remaining days: Saturday, August 31, 2019; Sunday, September 1, 2019; and, Monday, September 2, 2019.

Ride Company shall cease operations promptly at 10:00 P.M. on Friday, August 30, 2019; Saturday, August 31, 2019; and, Sunday, September 1, 2019.

Ride Company shall cease operations at end of Festival on Monday, September 2, 2019 promptly at 10:00 P.M., unless otherwise directed by a City of Newburgh official or designated representative.

5.0 QUESTIONS

Questions regarding this Request for Proposal (RFP) must be submitted in writing electronically to the attention of City Comptroller Todd Venning no later than 12:00 P.M., (Eastern Time), Friday, August 2, 2019 to: tvenning@cityofnewburgh-ny.gov

6.0 WITHDRAWAL OF PROPOSAL

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller.

7.0 RIGHT TO REJECT/AWARD PROPOSAL

The City of Newburgh reserves the right to reject any and all Proposals. Contract award may be subject to approval by the Council of the City of Newburgh.

“AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER”

PROPOSER INFORMATION FORM

REQUEST FOR PROPOSALS

RFP #14.19

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE
31st ANNUAL INTERNATIONAL FESTIVAL
CITY OF NEWBURGH, NEW YORK

I (We) hereby propose services for the operations of carnival rides, concessions and amusements for the City of Newburgh, New York as requested by the City in accordance with the RFP solicitation. By signing and submitting this Proposer Information Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME _____

ADDRESS _____

PHONE NO. _____ FAX NO. _____

EMERGENCY TEL: _____ CONTACT: _____

EMAIL ADDRESS _____

TAX I.D. NUMBER _____

SUBMITTED BY _____

Signature in **BLUE Ink**

NAME/TITLE _____

DATED _____

BIDS RECEIVED WITHOUT NON-COLLUSION BIDDING AFFIDAVIT WILL NOT BE ACCEPTED

NON-COLLUSION BIDDING AFFIDAVIT

City of Newburgh, New York

STATE OF)
)SS
COUNTY OF)

I, _____ of the (City, Town, Village) of _____
in the County of _____ in the State of _____,
of full age, being duly sworn according to law on my oath dispose and say that:

I am _____, an officer of the firm of _____
the vendor making the Proposal for the above named work, and that I executed the said Proposal with
full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise in connection with the above named work; and that all
statements contained in said Proposal and in this affidavit are true and correct, and made with the full
knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in said
Proposal and in the statements contained in this affidavit in awarding the Contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____. (Name of Agency)

Subscribed and sworn to by: _____
(Signature – in **Blue** Ink)

(Print or type name and title of individual that signed above)

Before me this _____ day
of _____, 20__

(Notary Public Signature)

Notary Public of _____

My commission expires _____ 20__

Affix Notary Stamp/Seal

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS



City of Newburgh City Comptroller's Office

City Hall – 83 Broadway, 4th Floor
Newburgh, New York 12550

Tel: (845) 569-7322

Fax: (845) 569-7490

Todd Venning
City Comptroller

tvenning@cityofnewburgh-ny.gov

NOTICE

REQUEST FOR PROPOSALS - RFP #14.19

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OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS

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Respondents are required to execute a Non-Collusive Bidding Affidavit pursuant to Section 103-d of the General Municipal Law of the State of New York. Responses submitted without a Non-Collusive Bidding Affidavit will not be considered.

Responses to this RFP shall be delivered to the City Comptroller by hand, mail or other courier type services and must be received on or before the specified due date and time. Facsimile or electronic mail submissions will not be accepted. **Vendors are responsible for timely delivery of their Proposals.** There will be no exceptions.

The City of Newburgh hereby notifies all prospective vendors that it will affirmatively insure that in regard to any Contract entered into pursuant to this Notice, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

The City of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal deemed to be in the best interest of the City. Contract award may be subject to approval by the City Council.

By Order of the City of Newburgh:

By:


Todd Venning, City Comptroller

Dated: Wednesday, July 19, 2019

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

Advertisement Date:	Hudson Valley Black Press:	Wednesday, July 24, 2019
	Mid-Hudson Times:	Wednesday, July 24, 2019
	Sentinel	Friday, July 26, 2019

RESOLUTION NO.: 195 - 2019

OF

AUGUST 12, 2019

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A SOFTWARE LICENSE AND SERVICE AGREEMENT
WITH PASSPORT LABS, INC.
FOR MUNICIPAL PARKING SERVICES AND RELATED EQUIPMENT**

WHEREAS, the City of Newburgh has determined to upgrade its technology related to municipal parking services and enforcement; and

WHEREAS, the City has identified the Passport Parking Management System, a product of Passport Labs, Inc. as a system that would benefit the City with new, interactive technology and better parking services and enforcement techniques; and

WHEREAS, the Passport Parking Management software allows for system users to pay by credit card, and all merchant processing fees will be paid for by the end user; and

WHEREAS, the proposed Agreement is for a term of three years; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into this Agreement to provide municipal parking services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with Passport Labs, Inc. with all such terms and conditions as may be required by the Corporation Counsel for the Passport Parking Management System to provide municipal parking services.

RESOLUTION NO.: 196-2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO BRIAN REILLY AND BARBARA REILLY TO THE PREMISES
KNOWN AS 27 JOHNSTON STREET (SECTION 30, BLOCK 2, LOT 16)**

WHEREAS, on April 27, 1998, the City of Newburgh conveyed property located at 27 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 2, Lot 16, to Brian Reilly and Barbara Reilly; and

WHEREAS, a prospective purchaser, by its attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 27 Johnston Street, Section 30, Block 2, Lot 16 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated April 27, 1998, from THE CITY OF NEWBURGH to BRIAN REILLY and BARBARA REILLY, recorded in the Orange County Clerk's Office on October 19, 2004, in Liber 11646 of Deeds at Page 341 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: _____-2019

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 197-2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO LABRADOR ASSOCIATES, L.P. TO THE PREMISES
KNOWN AS 166 FIRST STREET (F/K/A 166-168 FIRST STREET) (SECTION 23,
BLOCK 7, LOT 18) AND 170 FIRST STREET (SECTION 23, BLOCK 7, LOT 19)**

WHEREAS, on March 26, 2004, the City of Newburgh conveyed properties located at 166 First Street (f/k/a 166-168 First Street) and 170 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 7, Lot 18 and Section 23, Block 7, Lot 19, respectively, to Labrador Associates, L.P.; and

WHEREAS, the owner, by its attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 166 First Street (f/k/a 166-168 First Street) and 170 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 7, Lot 18 and Section 23, Block 7, Lot 19, respectively, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated March 26, 2004, from THE CITY OF NEWBURGH to LABRADOR ASSOCIATES, L.P., recorded in the Orange County Clerk's Office on April 23, 2004, in Liber 11470 of Deeds at Page 286 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: _____-2019

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 198 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A SATISFACTION IN CONNECTION WITH
A MORTGAGE ISSUED TO JAMES M. TAYLOR, III AND KIMBERLY TAYLOR
FOR PREMISES LOCATED AT 75 SOUTH ROBINSON AVENUE
(SECTION 38, BLOCK 5, LOT 23)**

WHEREAS, by Resolution No.: 232-2015 of September 14, 2015, this Council authorized the conveyance of real property known as 75 South Robinson Avenue, more accurately described as Section 38, Block 5, Lot 23 on the official tax map of the City of Newburgh, to James M. Taylor, III and Kimberly Taylor, subject to certain terms and conditions; and

WHEREAS, Paragraph 5 of said Terms and Conditions of Sale provided that the City, as seller, hold a Purchase Money First Mortgage and Note for the balance of the purchase price; and

WHEREAS, said Note and Mortgage were executed by the mortgagor on November 9, 2015; and

WHEREAS, the terms of the mortgage instrument have been satisfied by the mortgagor, and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to James M. Taylor, III and Kimberly Taylor for premises located at 75 South Robinson Avenue (Section 38, Block 5, Lot 23).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of November 9, 2015, made by James M. Taylor, III and Kimberly Taylor to the City of Newburgh, given to secure payment of the principal sum of Thirty Thousand Six Hundred Ninety-Five and 54/100 (\$30,695.54) Dollars, and duly recorded in the Orange County Clerk's Office on February 22, 2016 in Liber 14012 at page 931;

which mortgage has not been further assigned of record.

Dated: August _____, 2019

CITY OF NEWBURGH

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

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

On the _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: 199-2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO BRYCE WEBSTER TO THE PREMISES KNOWN AS
9 GIDNEY AVENUE (SECTION 11, BLOCK 5, LOT 2)**

WHEREAS, on September 24, 1982, the City of Newburgh conveyed property located at 9 Gidney Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 5, Lot 2, to Bryce Webster; and

WHEREAS, the current owner of the property, Myrtle Lee Williams, by her attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 9 Gidney Avenue, Section 11, Block 5, Lot 2 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated September 24, 1982, from THE CITY OF NEWBURGH to BRYCE WEBSTER, recorded in the Orange County Clerk's Office on January 14, 1983, in Liber 2241 of Deeds at Page 617 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: _____-2019

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ 200 _____ - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
RELEASE OF RESTRICTIVE COVENANTS AND AGREEMENTS IN CONNECTION
WITH A RIGHT OF RE-ENTRY AND REVERTER HELD BY THE CITY OF NEWBURGH
FOR FOUR (4) PARCELS OF REAL PROPERTY LOCATED ON LANDER STREET**

WHEREAS, the City Council of the City of Newburgh (the “City”) previously authorized the preparation of deeds conveying title to four (4) parcels of real property located at 33 Lander Street (30 - 4 - 33), 98 Lander Street (f/k/a 98-100 Lander Street) (23 - 2 - 1), 116 Lander Street (f/k/a 114-118 Lander Street) (18 - 10 - 5.2), and 133 Lander Street (18 - 4 - 34) (collectively the “Parcels”); which parcels were to be rehabilitated and brought into complete compliance with all the then current State, County and City building, housing, plumbing, electrical, fire prevention, life safety, health statutes, codes, rules and regulations; and

WHEREAS, over the course of several motions by the City of Newburgh, the City recovered title to the Parcels by way Foreclosure of Tax Liens Pursuant to Article 11, Title 3 of the Real Property Tax Law; and

WHEREAS, by Resolution No. 192-2013 of September 12, 2013, Resolution No. 69-2015 of April 13, 2015, and Resolution No. 132-2017 of May 22, 2017, the City Council authorized the conveyance of the Parcels to the Newburgh Community Land Bank (“NCLB”); and

WHEREAS, the conveyance of the Parcels included reference to certain previously recorded rights of re-entry and reverter to the benefit of the City, which rights the NCLB has requested the City cancel so as to provide clear title to the Parcels for re-development; and

WHEREAS, this Council has determined that executing an instrument to cancel the restrictive covenants and agreements in the form of a Cancellation of Restrictive Covenant and Agreement, a copy of which is annexed hereto, is in the best interests of the City of Newburgh for the redevelopment of the Parcels; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Cancellation of Restrictive Covenant and Agreement for the Parcels.

CANCELLATION OF RESTRICTIVE COVENANTS AND AGREEMENTS

WHEREAS the City of Newburgh, a municipal corporation organized and existing under the laws of the State of New York having its principal office at City Hall, 83 Broadway, Newburgh, New York 12250 did convey by multiple deeds certain real property (identified below and collectively referred to herein as "Parcels") to the Newburgh Community Land Bank, Inc., a not-for-profit organization having an address at P.O. Box 152, Newburgh, New York 12250 which deeds contain certain restrictive covenants and agreements:

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 30, Block 4 Lot 33 (known as 33 Lander Street, City of Newburgh, New York) (hereinafter "Parcel I") the City of Newburgh did convey Parcel I to the Newburgh Community Land Bank, Inc., by deed dated November 25, 2014 and recorded December 4, 2014 in the Orange County Clerk's Office in Liber 13823 Page 1986 which deed was:

"SUBJECT TO all easements, covenants and restrictions of record and not of record existing in the favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh"

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 4555, Page 155, and a second right of re-entry and reverter for the City of Newburgh found at Liber 11005, Page 945; and

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 23, Block 2 Lot 1 (known as 98 Lander Street (f/k/a 98-100 Lander Street), City of Newburgh, New York) (hereinafter "Parcel II") the City of Newburgh did convey Parcel II to the Newburgh Community Land Bank, Inc., by deed dated May 15, 2015 and recorded May 20, 2015 in the Orange County Clerk's Office in Liber 13896 Page 1175 which deed was:

"SUBJECT TO all easements, covenants and restrictions of record and not of record existing in the favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh"

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 4366, Page 193, and a second right of re-entry and reverter for the City of Newburgh found at Liber 11005, Page 58; and

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as part of Tax Parcel Section 18, Block 10 Lot 5.2 (known as 116 Lander Street (f/k/a 114-118 Lander Street), City of Newburgh, New York) (hereinafter "Parcel III") the City of Newburgh did convey Parcel II to the Newburgh Community Land Bank, Inc., by deed dated May 15, 2015 and

recorded May 20, 2015 in the Orange County Clerk's Office in Liber 13896 Page 1175 which deed was:

“SUBJECT TO all easements, covenants and restrictions of record and not of record existing in the favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh”

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 5668, Page 221; and

As to that certain plot, piece or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, designated as Tax Parcel Section 18, Block 4 Lot 34 (known as 133 Lander Street, City of Newburgh, New York) (hereinafter "Parcel IV") the City of Newburgh did convey Parcel IV to the Newburgh Community Land Bank, Inc., by deed dated September 8, 2017 and recorded September 13, 2017 in the Orange County Clerk's Office in Liber 14289 Page 883 which deed was:

“SUBJECT TO all easements, covenants and restrictions of record and not of record existing in the favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh”

which accordingly included the right of re-entry and reverter for the City of Newburgh found at Liber 12621, Page 1475;

Now, therefore in consideration of the premises and the sum of ten dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, the City of Newburgh hereby cancels the restrictive covenants, right of re-entry and reverter as against the Parcels. The restrictive covenants, right of re-entry and reverter on the Parcels shall be void and of no force and effect.

[ADDRESS LIST OF PARCELS TO FOLLOW]

Address List of Parcels:

Tax Parcel: Section 30, Block 4, Lot 33
Address: 33 Lander Street, Newburgh, New York

Tax Parcel: Section 23, Block 2, Lot 1
Address: 98 Lander Street, Newburgh, New York
(f/k/a 98-100 Lander Street, Newburgh, New York)

Tax Parcel: Part of Section 18, Block 10, Lot 5.2
Address: 116 Lander Street, Newburgh, New York
(f/k/a 114-118 Lander Street, Newburgh, New York)

Tax Parcel: Section 18, Block 4, Lot 34
Address: 133 Lander Street, Newburgh, New York

[SIGNATURE PAGE TO CANCELLATION OF RESTRICTIVE COVENANTS
AND AGREEMENTS TO FOLLOW]

Signature Page, Cancellation of Restrictive Covenants and Agreements
Parcels: 33 Lander Street, 98 Lander Street, 116 Lander Street, 133 Lander Street, Newburgh, NY

WHEREFORE, this Cancellation of Restrictive Covenants and Agreements has been executed this _____ day of _____, 2019.

CITY OF NEWBURGH

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

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

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

Notary Public

RECORD & RETURN TO:

Harris Beach PLLC
attn: David Rothman, Esq.
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601

RESOLUTION NO.: 201-2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO WILLIAM J. MCCARTNEY, III TO THE PREMISES
KNOWN AS 184 RENWICK STREET (SECTION 45, BLOCK 15, LOT 11)**

WHEREAS, on April 5, 2018, the City of Newburgh conveyed property located at 184 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 15, Lot 11, to William J. McCartney, III; and

WHEREAS, the owner has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, it has been determined that such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 184 Renwick Street, Section 45, Block 15, Lot 11 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated April 5, 2018 from THE CITY OF NEWBURGH to William J. McCartney, III, recorded in the Orange County Clerk's Office on April 9, 2018, in Liber 14386 of Deeds at Page 1204 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: -2019

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO: _____

RESOLUTION NO.: 202 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 33 SHIPP STREET (SECTION 14, BLOCK 1, LOT 11) AT PRIVATE SALE TO
CHRISTOPHER SCHUCK FOR THE AMOUNT OF \$60,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 33 Shipp Street, being more accurately described as Section 14, Block 1, Lot 11, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 15, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
33 Shipp Street	14 - 1 - 11	Christopher Schuck	\$60,000.00

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

Terms and Conditions Sale

33 Shipp Street, City of Newburgh (SBL: 14-1-11)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2019-2020, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2019-2020, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **(\$6,000.00)** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Christopher Schuck

RESOLUTION NO.: 203 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 412 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 46) AT PRIVATE SALE
TO CHRISTOPHER MANZIONE FOR THE AMOUNT OF \$220,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 412 Liberty Street, being more accurately described as Section 10, Block 1, Lot 46 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 15, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
412 Liberty Street	10 - 1 - 46	Christopher Manzione	\$220,000.00

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

Terms and Conditions Sale

412 Liberty Street, City of Newburgh (SBL: 10-1-46)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2019-2020**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2019-2020**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

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

ACKNOWLEDGED AND AGREED

Date: _____

(Purchaser Name)

RESOLUTION NO.: 204 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 139 WILLIAM STREET (SECTION 45, BLOCK 10, LOT 26)
AT PRIVATE SALE TO CYNTHIA TORRES FOR THE AMOUNT OF \$15,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 139 William Street, being more accurately described as Section 45, Block 10, Lot 26 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 15, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
139 William Street	45 - 10 - 26	Cynthia Torres	\$15,000.00

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

Terms and Conditions Sale

139 William Street, City of Newburgh (SBL: 45-10-26)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2019-2020**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2019-2020**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

ACKNOWLEDGED AND AGREED

Date: _____

(Purchaser Name)

RESOLUTION NO.: 205 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE NEWBURGH COMMUNITY LAND BANK
FOR USE AND ACCESS TO 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32)
AS A DISPLAY SITE FOR ITS ARTIST IN VACANCY INITIATIVE**

WHEREAS, The Newburgh Community Land Bank, a non-profit organization, has undertaken an Artist in Vacancy program which seeks to transform vacant properties located in its core neighborhood into temporary creative spaces to engage the community and promote the arts in the City of Newburgh;

WHEREAS, by Resolution No. 212-2018 of August 13, 2018, the City Council authorized a license agreement the Newburgh Community Land Bank to allow access to the first floor of City-owned property located at 182 Broadway, more accurately described as Section 30, Block 1, Lot 32 on the official Tax Map of the City of Newburgh (Section 30, Block 1, Lot 32) for the purpose of installing and displaying a temporary art exhibit for public viewing curated by the New York and Mexico City-based artist collective, Suzuki Gonzalez; and

WHEREAS, in 2019 the Newburgh Community Land Bank is proposing a series of installations by New York and Hudson Valley artist, Hanny Ahern and the proposed art installations require a license agreement, for use and access to 182 Broadway, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with the Newburgh Community Land Bank to allow access to the first floor of City-owned property located at 182 Broadway (Section 30, Block 1, Lot 32) for the purpose of installing and displaying a temporary art exhibit for public viewing.

LICENSE AGREEMENT

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

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

THE NEWBURGH COMMUNITY LAND BANK a non-profit corporation with an address of P.O. Box 152, Newburgh, New York 12550 (“Licensee”).

WHEREAS, the City is the owner of the property located at 182 Broadway in the City of Newburgh, and more accurately described as Section 30, Block 1, Lot 32 on the official tax map of the City of Newburgh (hereinafter referred to as “the Property”); and

WHEREAS, the Licensee has requested access to the Property for the purpose of undertaking the installation and exhibition of a temporary art exhibit and to sponsor related art and cultural events open to the public;

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

Section 1. Grant of License. The City hereby represents that it owns the Property, located at 182 Broadway in the City of Newburgh, and more accurately described as Section 30, Block 1, Lot 32 on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee’s employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the first floor of the Property, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purposes of and to install and display a temporary art exhibit for public display and to sponsor other related art and cultural events open to the public referred to herein as the “Work”.

Section 2. Use of and Access to 182 Broadway. Entry to the Property is limited to the use of the first floor of the building and access necessary to install and display a temporary art exhibit for public viewing and to sponsor related art and cultural events open to the public. Licensee agrees to do the Work and perform such tasks, including but not limited to cleaning, routine maintenance and painting, in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of the Work in or on the Property and shall have duly authorized representatives on-site during all art and cultural events which are open and available to the public. Prior to the expiration of the license, Licensee shall remove all materials related to the art installation and leave the Property in broom clean condition. Licensor shall be responsible for establishing electric service during the term of this License Agreement for which Licensee shall reimburse Licensor for all costs and expenses related to the electric service during the term of this License Agreement.

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

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

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

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

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

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

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

Section 4. Costs and expenses. It is expressly understood that Licensee will be responsible for all costs and expenses related to the Work.

Section 5. Damages. The relation of the Licensee to the City as to the Work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License. The license or privilege hereby given shall commence August 16, 2019 and shall expire without further notice to either party to the other on October 1, 2019.

Section 8. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 9. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 6, with or without cause, on at least ten (10) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. The City may terminate this license agreement by five (5) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 10. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

- a. If to Licensor:
City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

- b. If to Licensee:
Newburgh Community Land Bank
Attn:

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

NEWBURGH COMMUNITY LAND BANK
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

TODD VENNING
City Comptroller

RESOLUTION NO.: 212 - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE NEWBURGH COMMUNITY LAND BANK
FOR USE AND ACCESS TO 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32)
AS A DISPLAY SITE FOR ITS ARTIST IN VACANCY INITIATIVE

WHEREAS, The Newburgh Community Land Bank, a non-profit organization, has undertaken an Artist in Vacancy program which seeks to transform vacant properties located in its core neighborhood into temporary creative spaces to engage the community and promote the arts in the City of Newburgh;

WHEREAS, The New York and Mexico City-based artist collective, Suzuki Gonzalez, proposes to curate a multimedia installation inspired by retail windows and ethnographic displays and wishes to use the first floor of the building located at 182 Broadway, more accurately described as Section 30, Block 1, Lot 32 on the official Tax Map of the City of Newburgh, as a display location in the City of Newburgh; and

WHEREAS, the proposed art installation requires a license agreement, for use and access to 182 Broadway, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with the Newburgh Community Land Bank to allow access to the first floor of City-owned property located at 182 Broadway (Section 30, Block 1, Lot 32) for the purpose of installing and displaying a temporary art exhibit for public viewing.

I, Katrina Cotten, 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

Katrina Cotten
Deputy City Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2018, by and between:

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

THE NEWBURGH COMMUNITY LAND BANK a non-profit corporation with an address of P.O. Box 152, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner of the property located at 182 Broadway in the City of Newburgh, and more accurately described as Section 30, Block 1, Lot 32 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of undertaking the installation and exhibition of a temporary art exhibit and to sponsor related art and cultural events open to the public;

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

Section 1. Grant of License. The City hereby represents that it owns the Property, located at 182 Broadway in the City of Newburgh, and more accurately described as Section 30, Block 1, Lot 32 on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the first floor of the Property, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purposes of and to install and display a temporary art exhibit for public display and to sponsor other related art and cultural events open to the public referred to herein as the "Work".

Section 2. Use of and Access to 182 Broadway. Entry to the Property is limited to the use of the first floor of the building and access necessary to install and display a temporary art exhibit for public viewing and to sponsor related art and cultural events open to the public. Licensee agrees to do the Work and perform such tasks, including but not limited to cleaning, routine maintenance and painting, in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of the Work in or on the Property and shall have duly authorized representatives on-site during all art and cultural events which are open and available to the public. Prior to the expiration of the license, Licensee shall remove all materials related to the art installation and leave the Property in broom clean condition. Licensor shall be responsible for establishing electric service during the term of this License Agreement for which Licensee shall reimburse Licensor for all costs and expenses related to the electric service during the term of this License Agreement.

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

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

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

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

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

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

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

Section 4. Costs and expenses. It is expressly understood that Licensee will be responsible for all costs and expenses related to the Work.

Section 5. Damages. The relation of the Licensee to the City as to the Work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License. The license or privilege hereby given shall commence August 20, 2018 and shall expire without further notice to either party to the other on October 2, 2018.

Section 8. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 9. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 6, with or without cause, on at least ten (10) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. The City may terminate this license agreement by five (5) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 10. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

- a. If to Licensor:
City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

b. If to Licensee:

Newburgh Community Land Bank

Attn: *Madeline Fletcher*
15 Chambers St
Newburgh NY 12550

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By:


AUG 28 2018

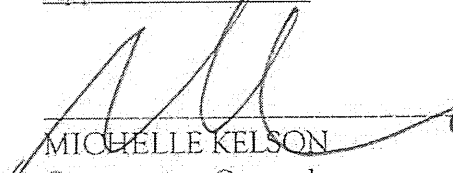
Michael G. Ciaravino, City Manager
Per Resolution No.: 212-2018

NEWBURGH COMMUNITY LAND BANK
LICENSEE

By:



Approved as to form:


MICHELLE KELSON
Corporation Counsel


KATHRYN MACK
City Comptroller



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown - Empire State 500 Plum Street, Ste. 200 Syracuse NY 13204	CONTACT NAME: Hillary Heintz, AAI, ACSR	
	PHONE (A/C, No, Ext): 315-474-3374 FAX (A/C, No): 315-474-7039	
	E-MAIL ADDRESS: hheintz@bbempirestate.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Ins Co of America	11111
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED Newburgh Community Land Bank, Inc. PO Box 152 Newburgh NY 12550	NEWBU-2
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COVERAGES **CERTIFICATE NUMBER:** 1145916415 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	S2229416	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	S2229416	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability:
Additional Insured Primary and/or Not Contributory Form #BP7194NY0413
Transfer of Rights of Recovery Waiver of Subrogation Form #BP7194NY0413

Automobile Liability:
Additional Insured Primary and/or Not Contributory Form #BP7194NY0413
Transfer of Rights of Recovery Waiver of Subrogation Form #BP7194NY0413

CERTIFICATE HOLDER City of Newburgh 83 Broadway Newburgh NY 12550	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jane E. Brown</i>
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RESOLUTION NO.: 206-2019

OF

AUGUST 12, 2019

**A RESOLUTION AMENDING THE 2019 PERSONNEL ANALYSIS BOOK
TO CHANGE NEIGHBORHOOD STABILIZATION COORDINATOR
ON FROM TEMPORARY TO PROVISIONAL 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 \$50,000 of said award was allocated to fund staff time to implement the program; and

WHEREAS, the Civil Service Commission approved the position of Neighborhood Stabilization Coordinator in connection with the implementation of the program and the City hired a temporary full-time staff member to support the program; and

WHEREAS, by Resolution No. 19-2019 of January 28, 2019, the City Council amended the Personnel Analysis Book for the fiscal year 2019 to add one (1) additional position on a temporary basis in the job title “Neighborhood Stabilization Coordinator” in the Department of Planning and Development; and

WHEREAS, the City was awarded additional grant funding which will be allocated to supporting the position of Neighborhood Stabilization Coordinator and the Department of Planning and Development has proposed to change the status from temporary to provisional; and

WHEREAS, the City Council finds that such further amendment to the 2019 Personnel Analysis Book is in the best interests of the City of Newburgh and its future development;

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 further amended and to change the one (1) additional position in the job title “Neighborhood Stabilization Coordinator” in the Department of Planning and Development from temporary to provisional at a Grade 20, Step 1 with funding to be derived from CG 3620.101.3621.2020.

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

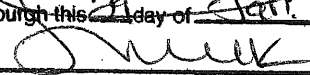
WHEREAS, the City of Newburgh was awarded a Cities Rise Phase II grant to work on capacity building and intensive learning process around its code enforcement and distressed property needs and strategies; and

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.

I, Lorene Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Jan. 28, 2019
and that it is a true and correct copy of such original.
Witness my hand and seal of the City of
Newburgh this 28 day of Jan. 20 19

City Clerk

City of Newburgh
Date Adopted: December 19, 2018

NEIGHBORHOOD STABILIZATION COORDINATOR

DISTINGUISHING FEATURES OF THE CLASS: 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.: 207 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY
KNOWN AS 139 JOHNSTON STREET (SECTION 18, BLOCK 2, LOT 15) AND
141 JOHNSTON STREET (SECTION 18, BLOCK 2, LOT 14)
TO THE NEWBURGH COMMUNITY LANDBANK**

WHEREAS, the Newburgh Community Land Bank was incorporated pursuant to Article 16 and Section 402 of the Not-for-Profit Corporation Law and is a Type C Not-For-Profit corporation as defined in Section 201 of the Not-For-Profit Corporation Law; and

WHEREAS, the mission of the Newburgh Community Land Bank is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, the Newburgh Community Land Bank has requested the transfer of real property known as 139 Johnston Street and 141 Johnston Street, more accurately described as Section 18, Block 2, Lots 15 and 14, respectively, on the official Tax Map of the City of Newburgh; and

WHEREAS, the Newburgh Community Land Bank proposes to hold the properties for redevelopment by Habitat for Humanity of Greater Newburgh, which plans to construct a single family home on each lot; and

WHEREAS, this Council has determined that transferring title of the properties is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh that the sale of real property known as 139 Johnston Street and 141 Johnston Street, more accurately described as Section 18, Block 2, Lots 15 and 14, respectively, on the official Tax Map of the City of Newburgh to the Newburgh Community Land Bank be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to the Newburgh Community Land Bank; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh the properties are to be transferred to the Newburgh Community Land Bank subject to the Disposition Policies of the Newburgh Community Land Bank annexed hereto and made part hereof as Schedule "A"; and

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



NEWBURGH COMMUNITY LAND BANK

DISPOSITION OF REAL AND PERSONAL PROPERTY POLICY

SECTION 1. PURPOSE.

This policy (the “Policy”) sets forth guidelines for the Land Bank’s disposal of real and personal property in accordance with the mission and purpose of the Land Bank and applicable law.

SECTION 2. DEFINITIONS.

- a. “Land Bank” shall mean the Newburgh Community Land Bank.
- b. “Contracting Officer” shall mean the person responsible for the Land Bank’s compliance with, and enforcement of, this Policy, and such person shall be the Executive Director of the Land Bank.
- c. “Dispose” or “disposal” shall mean transfer of title or any other beneficial interest in Property (as defined below).
- d. “Property” shall mean personal property or real property regardless of value, and any other interest in property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation.

SECTION 3. GENERAL DUTIES.

- a. The Land Bank shall:
 - i. maintain adequate inventory controls and accountability systems for all property owned by the Land Bank and under its control;
 - ii. periodically inventory such property to determine which property may be disposed of;
 - iii. produce written reports of such in accordance with Section 3(b); and
 - iv. transfer or dispose of such property as promptly as possible in accordance with this Policy.

- b. The Land Bank shall:
- i. maintain and make available for public review and inspection in accordance with Not-for-Profit Corporation Law section 1609 a complete inventory of all real property dispositions by the Land Bank. Such inventory shall include a complete copy of the sales contract including all terms and conditions including, but not limited to, any form of compensation received by the Land Bank or any other party which is not included within the sale price. All property dispositions shall be listed on the property disposition inventory within one week of disposition. Such records shall remain available for public inspection in the property disposition inventory indefinitely; and
 - ii. publish not less frequently than annually in accordance with Public Authorities Law section 2896 a report listing all real property owned by the Land Bank during the reporting period. Such report shall include a list and full description of all real and personal property disposed of during such period. The report shall contain the price received the Land Bank and the name of the purchaser for all such property sold by the Land Bank during such period. Such report shall be delivered to all agencies required by law including the Comptroller of the State of New York, the Director of the Budget of the State of New York, the Commissioner of the New York State Office of General Services, the Director of the Authority Budget Office and the New York State Legislature (via distribution to the majority leader of the senate and the speaker of the assembly).

SECTION 4. TRANSFER OR DISPOSITION OF PROPERTY.

- a. Supervision and Direction. Except as otherwise provided herein, the Contracting Officer shall have supervision and direction over the disposition and sale of property of the Land Bank. The Land Bank shall have the right to dispose of its property for any valid purpose.
- b. Custody and Control. The custody and control of Land Bank property, pending its disposition, shall be performed by the Contracting Officer.
- c. Means of Disposition. Unless otherwise permitted, the Land Bank shall dispose of property by sale, exchange, or transfer, for cash, credit, or other consideration as provided for herein, with or without warranty, and upon such other terms and conditions as the Land Bank or the Contracting Officer deems proper. The Contracting Officer may execute such documents for the transfer of title or other interest in property and take such other action as is necessary or proper to dispose of such property under the provisions of this Policy.

d. Validity of Deed, Bill of Sale, Lease, or Other Instrument. A deed, bill of sale, lease, or other instrument executed by or on behalf of the Land Bank, purporting to transfer title or any other interest in property of the Land Bank in accordance herewith shall be conclusive evidence of compliance with the provisions of this Policy and all applicable law insofar as concerns the title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to transfer of title of such property.

e. Method of Disposition for Real Property.

i. Negotiated Sale.

1. Competitive Listing. Land Bank property for sale shall be listed on the Land Bank's website to solicit competitive offers. An initial listing price shall be determined by staff based on a comparative market analysis and consideration of the Land Bank's then-current valuation guidelines, if any. The Contracting Officer is empowered to negotiate a proposed purchase price with interested purchasers, taking into consideration all reasonable business and financial justifications for accepting offers above or below listing price.

2. Award of Purchase Contract. The Contracting Officer shall present the Board of Directors with a summary and analysis of the offers received for a particular property, making a recommendation as to which offers are reasonable and consistent with the Land Bank's mission and purpose.

The Board of Directors, in its sole discretion, may sell property to an Applicant (as defined in Section 5) who has not submitted the highest purchase offer (i.e. sell for less than fair market value) for a variety of reasons consistent with the Land Bank's mission and purpose including, by way of example and not limitation, the submission of a redevelopment plan which provides for (i) a more comprehensive renovation of the property, (ii) owner occupancy, (iii) a valuable community service, or (iv) other community benefit. The Board of Directors will also take into consideration the Applicant's qualifications and experience, financial capacity, the quality and extent of their redevelopment plan, and the planned use for the property when selecting to which Applicant a sales contract will be awarded. In addition, a number of defined discount programs are contained in this Policy which may result in a property

being sold for less than fair market value.

ii. Requests for Proposals. A Request for Proposals (RFP) may be used for the disposition and redevelopment of certain properties identified by the Land Bank to solicit from a specific pool of potential buyers, to allow a greater length of time for interested buyers to develop an offer and development plan, or to solicit development proposals that meet certain criteria set forth by the Land Bank. As with negotiated sales, the Board of Directors will consider the purchase price offered, the planned use, the scope of the redevelopment plan, the buyer's qualifications and capacity to complete the project, and the funds available for redevelopment, in addition to the content of the response to specific criteria or questions contained within the RFP, when selecting a winning proposal.

iii. Direct Sale. The Board of Directors may authorize the sale of property to a buyer without first undertaking the other methods of disposition set forth herein when it determines that a benefit to the community will be had by authorizing such sale without competitive procedures for reasons consistent with the Land Bank's mission and purpose and upon a demonstration that the buyer is uniquely qualified to purchase, develop or otherwise return the property to productive use as set forth in Section 5 of this Policy.

f. Method of Disposition for Personal Property.

i. The Land Bank may dispose of personal property in accordance with its mission, including through Negotiated Sale, Request for Proposals and Direct Sale, as well as by donation. The Land Bank may utilize contractors or professional services to dispose of personal property provided any revenue generated from such disposal is used to support the Land Bank's mission. When determining the method of disposition, the Land Bank shall utilize the method which shall permit obtaining such competition as is feasible under the circumstances and which is consistent with the value and nature of the personal property proposed for disposition (including whether the personal property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to impact the value thereof), and which will be most advantageous to the Land Bank, price and other factors considered, and which shall further the interests of and be consistent with the mission and purpose of the Land Bank.

g. Board Approval for Disposition of Property. The Land Bank shall not sell, lease,

encumber, or alienate property or improvements unless authorized by a majority vote of the entire Board of Directors in accordance with section 1605(i) of the Not-for-Profit Corporation Law.

SECTION 5. BUYER QUALIFICATIONS; APPLICATION; CONSIDERATION; DISCOUNT/PREFERENCE PROGRAMS; ENFORCEMENT; LEASING.

a. Buyer Qualifications.

i. All disposals of Land Bank property shall be made to qualified buyers. A person submitting an application, bid or other offer to purchase property owned by the Land Bank (an “Applicant”) must meet the following requirements to be considered a “qualified buyer”:

1. The Applicant’s Principal Residence for the year immediately preceding the date of the Applicant’s application was in the City of Newburgh, the Applicant intends to relocate to the City of Newburgh and can provide satisfactory evidence thereof, or the Applicant has agreed to engage a responsible property manager located in the City of Newburgh to manage the property which is being disposed of pursuant to this policy. The term “Principal Residence” means the property that the Applicant uses as his or her residence. If the Applicant uses more than one property as his or her residence, the Applicant’s Principal Residence is the property in which the Applicant lives for the majority of the time during the year and not less than half of the year.
2. In the event the Land Bank requires the Applicant to complete any renovations or repairs with regard to the property being disposed of pursuant to this Policy, the Applicant has submitted satisfactory evidence that he or she has a feasible plan and adequate financing to complete the necessary renovations or repairs;
3. If requested by the Land Bank, the Applicant has completed a home-buyer education course;
4. The Applicant is not otherwise disqualified as set forth herein; and
5. The Applicant has completed an application in accordance with this Policy.

ii. An Applicant is disqualified if:

1. At the time of the Applicant’s application, there are unpaid and past

due taxes with respect to any real property owned by the Applicant;

2. A property owned by the Applicant has been foreclosed upon for tax-delinquency by the City of Newburgh and transferred to the Land Bank;

3. At the time of the Applicant's application, the Applicant owes amounts for past due bills, fines, or fees with respect to any real property owned by the Applicant;

4. There are open code violations or a history of code violations with respect to real property owned by the Applicant;

5. More than one (1) nuisance abatement case or proceeding has been commenced with respect to real property owned by the Applicant; or

6. The Applicant, or any spouse, parent, sibling or child of the Applicant, possessed an interest in the property for which the Applicant is applying to purchase at the time such property was foreclosed upon by the City of Newburgh for tax delinquency. The Board of Directors may consider deviating from this criterion (and 5.a.ii.2 above) if the property in question is the applicant's principal residence or principal source of income and the applicant: 1) presents compelling evidence excusing their failure to redeem the property prior to its foreclosure for unpaid real property taxes; and 2) demonstrates that they have sufficient funds to pay in full (i) the real property taxes that were due at the time of foreclosure, (ii) any other liens that were extinguished by the foreclosure (or the ability to reinstate such liens), and (iii) the Land Bank's expenses associated with the acquisition and maintenance of the property; and 3) makes all repairs necessary to bring the property into compliance with applicable health, building and zoning laws, rules and regulations, and 4) demonstrates that they have sufficient income to remain tax-current once they regain title to the property.

b. Applications. Land Bank staff shall develop purchase application forms which Applicants shall be required to complete, so that the Land Bank can evaluate the qualifications of Applicants and select Applicants with development plans that are consistent with the Land Bank's mission and purpose and the comprehensive plans of the municipalities in which the Land Bank's real property is located. The information requested in such applications may vary depending on the type of property that the Land Bank is intending to sell. The Land Bank may require Applicants to submit redevelopment plans and/or

management plans as part of the application process. The Land Bank may require Applicants to submit a contract to purchase with each application.

c. Consideration. In accordance with the terms and conditions of the Land Bank's discount/preference programs, the Land Bank may accept monetary payments and secured financial obligations, covenants and conditions related to the present and future use of the property, contractual commitments of the Applicant, and such other forms of consideration deemed appropriate by the Board of Directors.

d. Discount/Preference Programs. The Land Bank has adopted the following discount and/or preference programs in order to support, through the sale of Land Bank property, development activities which further the Land Bank's mission and purpose:

i. Community Garden/Green Space Program. The Land Bank recognizes the economic, environmental, and social value of community gardens and green space. Accordingly, the Land Bank may sell or lease certain unimproved residential parcels for a nominal fee to Applicants who plan to develop such parcels into community gardens or green spaces. Any lease agreement entered into by the Land Bank and a lessee pursuant to this Community Garden/Green Space Program will require the lessee to be responsible for all property maintenance and upkeep; obtain any required permits for use or development; comply with all local building, zoning, and property maintenance ordinances; obtain approval from the Land Bank prior to installing improvements exceeding \$1,000 in value or placing any signs on the property; and furnish the Land Bank with liability waivers signed by each gardener who will have the right to use the property.

ii. Residential Side-Lot Program. Certain vacant residential lots acquired by the Land Bank may not be readily marketable because of their size, location, or other characteristics. The Land Bank may sell certain vacant residential lots for a discounted price to property owners who own lots which are directly adjacent to such vacant lots. Owners of adjacent, well-maintained properties are the mostly likely purchasers to take care of these vacant lots in many instances, thereby enhancing the value of the purchaser's property, beautifying the surrounding neighborhood, and improving surrounding property values. The Land Bank may require purchasers to combine such lots with the purchaser's adjacent property to create one tax parcel as a condition of the sale.

iii. Affordable Housing Development Program. Due to the community benefit derived from the development of affordable housing, the Land Bank may sell certain properties, including properties with vacant buildings, at a discounted price to

Applicants who plan to develop income-restricted affordable housing. In order to qualify for this discount, the development must be subject to restrictive covenants or otherwise regulated by an affordable housing funder for a defined affordability period.

iv. Tenant to Home Owner Program. The Land Bank may provide a preference to Applicants who occupy a property being disposed of pursuant to this Policy as tenants at the time the Land Bank acquires such property. The Land Bank will encourage all first time homebuyers to take home owner education courses and to receive other financial counseling.

v. Geographically Targeted Revitalization Programs. From time to time, the Land Bank may reduce the sales price of properties in a clearly defined geographic area in order to attract multiple private investors, such that the investors might leverage one another's investments. These targeted programs will be created by resolution of the Board of Directors. The resolution will define the geographic boundaries of the program, whether it is limited to a certain category of real property, the percentage by which the sales price is to be discounted, and the duration of the program. These programs will be advertised on the Land Bank's website and in other promotional materials during the course of the program, and the justification for discounting the sales price will be stated in the resolution disposing of each property.

vi. Additional Discount/Preference Programs. From time to time, the Land Bank may adopt by resolution of the Board of Directors additional discount or preference programs in furtherance of its purpose or mission.

e. Enforcement. In the event a real property disposition is being made in conjunction with a development plan proposed by the Applicant and approved by the Land Bank or with conditions imposed by the Land Bank, the Land Bank shall take appropriate measures to secure the Applicant's completion of the development plan or compliance with the conditions which measures may include a deed restriction or similar mechanism.

f. Leasing. It may be in the best interest of the Land Bank and the furtherance of its mission to lease its real property under certain circumstances, including, but not limited, to the following circumstances:

i. Existing Occupants. In order to avoid displacing persons occupying real property at the time it is acquired by the Land Bank, the Land Bank may enter into lease agreements with any such persons. The Land Bank may offer occupants relocation assistance if the real property is not habitable or if the occupants are unwilling to enter into lease agreements.

- ii. Properties Pending Sale. The Land Bank may lease an occupied parcel of real property for which a sale is pending in order to allow the occupant to enhance the value of the real property and prevent vandalism to which vacant properties are susceptible.

SECTION 6. LAND BANKING AND PLANNED DEVELOPMENT

In some instances the Land Bank will acquire a dense concentration of properties in a geographic area and may “land bank” those properties for a period of time prior to advertising them for sale until a coordinated redevelopment plan can be developed. Such plan will include input from relevant stakeholders such as the municipality, community development corporations and neighborhood associations. Once a plan has been developed, certain properties may be appropriate for the Land Bank to hold for a longer period of time until necessary funds have been raised for their redevelopment pursuant to the plan, until the Land Bank has acquired other strategic properties nearby, assembled larger parcels, certain development approvals have been granted, or other necessary conditions to effectuate the plan are met.

Properties identified as appropriate for affordable housing development (see definition of Affordable Housing in 5.d.iii. of this Policy) through such a planning effort will be advertised as available only for redevelopment that accomplishes the objectives stated in the plan. These objectives may include certain income-restrictions/affordability thresholds, restriction to rental or owner-occupancy, and minimum standards for the quality of renovation or new construction. Other properties in the plan may be deemed appropriate for sale to private developers or individuals using standard methods to advertise properties for negotiated sale. Particular terms of sale (such as design standards or minimum renovation standards) and/or a hierarchy of preferred redevelopment plans may be adopted by the Board of Directors specific to this geographic area as allowable under 5.d.v. of this Policy.

In other instances the Land Bank acquires a scattered assortment of properties and moves to list them for sale soliciting competing offers. In both instances the Land Bank will take into consideration that funds may not yet have been awarded for subsidized projects and that the Applicant may not yet be able to demonstrate proof of funds awarded, and the Land Bank may approve the sale with a closing date to occur once proof of funds is obtained and when the applicant is ready to take title and begin work (i.e. land banking it for the project in order to minimize the buyer’s total carrying costs in light of the community benefits these projects provide). In some cases the Land Bank may land bank properties until an optimal method of disposition can be identified and effectuated.

SECTION 7. MISCELLANEOUS.

- a. Modification and Amendment; Filing. These guidelines are subject to modification and amendment at the discretion of the Land Bank and shall be filed annually with all local and state agencies as required under applicable law
- b. Posting on the Land Bank Website. This Policy shall be posted on the Land Bank's website.
- c. Annual Review. This Policy shall be reviewed annually by the Land Bank and approved by the Board of Directors of the Land Bank in accordance with section 2896(1) of the Public Authorities Law.

RESOLUTION NO.: 208 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN ADDENDUM TO A LICENSE AGREEMENT WITH
THE TRUSTEES OF COLUMBIA UNIVERSITY TO ALLOW CONTINUED
USE AND ACCESS TO 191 SOUTH STREET (SECTION 18, BLOCK 2, LOT 42)
FOR A TEMPORARY POP-UP PARK DEMONSTRATION PROJECT**

WHEREAS, by Resolution No. 267-2018 of September 24, 2018, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with the Trustees of Columbia University to allow use of and access to City-owned property located at 191 South Street (Section 18, Block 2, Lot 42) for the purpose of creating a pop-up park to demonstrate uses for vacant lots; and

WHEREAS, the License Agreement expires on August 31, 2019 and the Trustees of Columbia University have requested an extension of the term of the license agreement through October 31, 2019; and

WHEREAS, the City Council of the City of Newburgh finds that extending the term of the license agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached addendum to extend the term of the license agreement with the Trustees of Columbia University until October 31, 2019 to allow the continued use of and access to City-owned property located at 191 South Street (Section 18, Block 2, Lot 42) for the purpose of creating a pop-up park to demonstrate uses for vacant lots.

ADDENDUM TO LICENSE AGREEMENT

THIS ADDENDUM TO LICENSE AGREEMENT OF LEASE ("Addendum"), made as of this ____ day of August, 2019, by and between the City of Newburgh, a New York municipal corporation, with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor") and The Graduate School of Architecture, Planning and Preservation at the Trustees of Columbia University in the City of New York, an institution of higher learning, with an address of 1172 Amsterdam Avenue, New York, NY 10027 ("Licensee").

WITNESSETH:

WHEREAS, the Licensor and Licensee executed a License Agreement for license or privilege of gaining access to and performing work upon City-owned property identified as 191 South Street in the City of Newburgh, and more accurately described as Section 18, Block 2, Lot 42 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property") for the purpose of making modest improvements for the benefit of the public and to be used for passive outdoor use and recreation purposes (the "Project"); and

WHEREAS, the License Agreement will expire on August 31, 2019 and Licensee desires to continue to access and use of the Property for the Project; and

WHEREAS, the parties desire to continue the terms of the License Agreement for a period of time to review the Project;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The renewal term set forth in Section 7 of the License Agreement shall be extended for an additional two (2) month term commencing on September 1, 2019 and terminating on the earlier of October 31, 2019 or the sale of the property by Licensor to a third party ("Amended Term of License").
2. All other terms and conditions set forth in the License Agreement shall remain in full force and effect during the Amended Term of License.

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease in duplicate as of the day and year first above written.

THE CITY OF NEWBURGH
LICENSOR

THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK
LICENSEE

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

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

TODD VENNING
City Comptroller

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

October 26, 2018

VIA EMAIL TRANSMITTAL

Kaja Kühl
Adjunct Associate Professor of Architecture
Director, Community Design & Hudson Valley Initiative
GSAPP Columbia University

Re: License Agreement with Trustees of Columbia University
191 South Street (18-2-42)
Resolution No.: 267-2018

Dear Ms. Kühl:

Enclosed herewith is a copy of the fully executed License Agreement relative to the above-referenced.

By copy of this letter I am forwarding the original to the City Clerk for filing in her office.

Thank you for your assistance.

Very truly yours,



MICHELLE KELSON
Corporation Counsel

MK/ar
Enclosure

Cc: Lorene Vitek, City Clerk (w/original)
Alexandra Church, Interim Director of Planning & Development
George Garrison, Superintendent of Public Works
Janet Reyes (The Graduate School of Architecture, Planning and Preservation)
Columbia University General Counsel

RESOLUTION NO.: 267 - 2018

OF

SEPTEMBER 24, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE TRUSTEES OF COLUMBIA UNIVERSITY TO
ALLOW USE AND ACCESS TO 191 SOUTH STREET (SECTION 18, BLOCK 2, LOT 42)
FOR A TEMPORARY POP-UP PARK DEMONSTRATION PROJECT

WHEREAS, the Trustees of Columbia University, in coordination with Scenic Hudson, Inc. and the Blacc Vanilla Community Foundation, has requested the use of and access to City-owned property located at 191 South Street, more accurately described as Section 18, Block 2, Lot 42 on the official Tax Map of the City of Newburgh, for the purpose of creating a pop-up park to demonstrate uses for vacant lots; and

WHEREAS, the City Council of the City of Newburgh finds that permitting such access for the purpose of creating a temporary pop-up park to demonstrate uses for vacant lots is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with the Trustees of Columbia University to allow use of and access to City-owned property located at 191 South Street (Section 18, Block 2, Lot 42) for the purpose of creating a pop-up park to demonstrate uses for vacant lots.

I, Katrina Cotten, 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 9/24/18
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 25th day of Sept 20 18

Katrina Cotten
Deputy City Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of October 23rd, 2018, by and between:

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

THE GRADUATE SCHOOL OF ARCHITECTURE, PLANNING AND PRESERVATION AT THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK, an institution of higher learning, with an address of 1172 Amsterdam Avenue, New York, NY 10027 ("Licensee").

WHEREAS, the City is the owner of a parcel of vacant land located at 191 South Street in the City of Newburgh, and more accurately described as Section 18, Block 2, Lot 42 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the Property for the purpose of making modest improvements for the benefit of the public and to be used for passive outdoor use and recreation purposes; and

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

Section 1. Grant of License. The City hereby represents that it owns certain real property located at 191 South Street in the City of Newburgh, and more accurately described as Section 18, Block 2, Lot 42, on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's Property, as herein described, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to install temporary improvements, perform maintenance and repairs to property owned by Licensor and for the benefit of the public for passive outdoor use and recreation purposes and any and all other work appurtenant thereto.

Section 2. Use of and Access to the Property. Entry to the Property is limited to the use and access necessary to construct and install such temporary improvements and to perform ongoing maintenance and repairs on a timely basis for the public benefit for passive outdoor use and recreation purposes as proposed by the Licensee in such location and position and as to any such work upon or under the Property in such manner as will be satisfactory to Licensor (collectively, such construction, installation, maintenance and repairs, the "Work"). Licensee agrees to perform the Work in such manner as will comply fully with the provisions of all laws, ordinances, including

but not limited to Section 220-26 of the City Code of Ordinances regulating the hours of use of City parks and recreation areas, or other lawful authorities, obtaining any and all permits required thereby. Licensee shall give no less than forty-eight (48) hours advance notice of its commencement of the Work on the Property to the City Planner after obtaining all necessary permits and authorizations and shall have duly authorized representatives on-site during all meetings and events which are open and available to the public. Prior to the expiration of the license, Licensee shall remove all materials related to the temporary installation and restore the Property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted. All Work by Licensee and its agents, employees and contractors shall be approved by the Superintendent of Public Works and the City Planner.

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

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

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

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

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

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

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

Section 4. Costs and expenses. It is expressly understood that Licensee will be responsible for all costs and expenses related to the Work.

Section 5. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting negligence or misconduct by the City.

Section 7. Term of License. The license or privilege hereby given shall commence upon the signing of this licensee agreement and shall expire and terminate on the earlier of August 31, 2019 or the sale of the property by Licensor to a third party.

Section 8. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party. Nothing in this section shall preclude Licensee from contracting with volunteers and community organizations to perform general maintenance tasks during the term of the License.

Section 9. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 7, with or without cause, on at least ten (10) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license unless the City Planner otherwise directs. The City may terminate this license agreement by five (5) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 10. New York Law. This License Agreement shall be construed under New York law.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

- a. If to Licensor:
City of Newburgh

Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to:
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

- b. If to Licensee:
The Graduate School of Architecture, Planning and Preservation
Attn: Janet Reyes
1172 Amsterdam Avenue
New York, NY 10027

With a copy to:
General Counsel
Columbia University
535 West 116th Street
New York, NY 10027

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

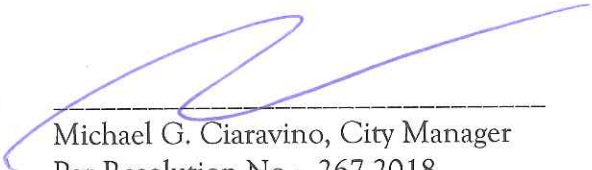
Section 13. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Section 14. Licensors acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By:



Michael G. Ciaravino, City Manager
Per Resolution No.: 267-2018

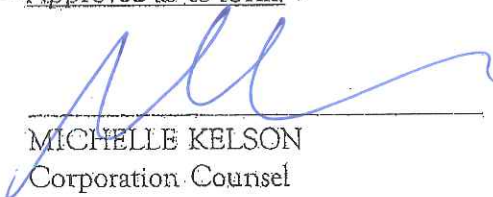
THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK
LICENSEE

By:



Hugh Horowitz
Executive Director, Purchasing Operations

Approved as to form:



MICHELLE KELSON
Corporation Counsel

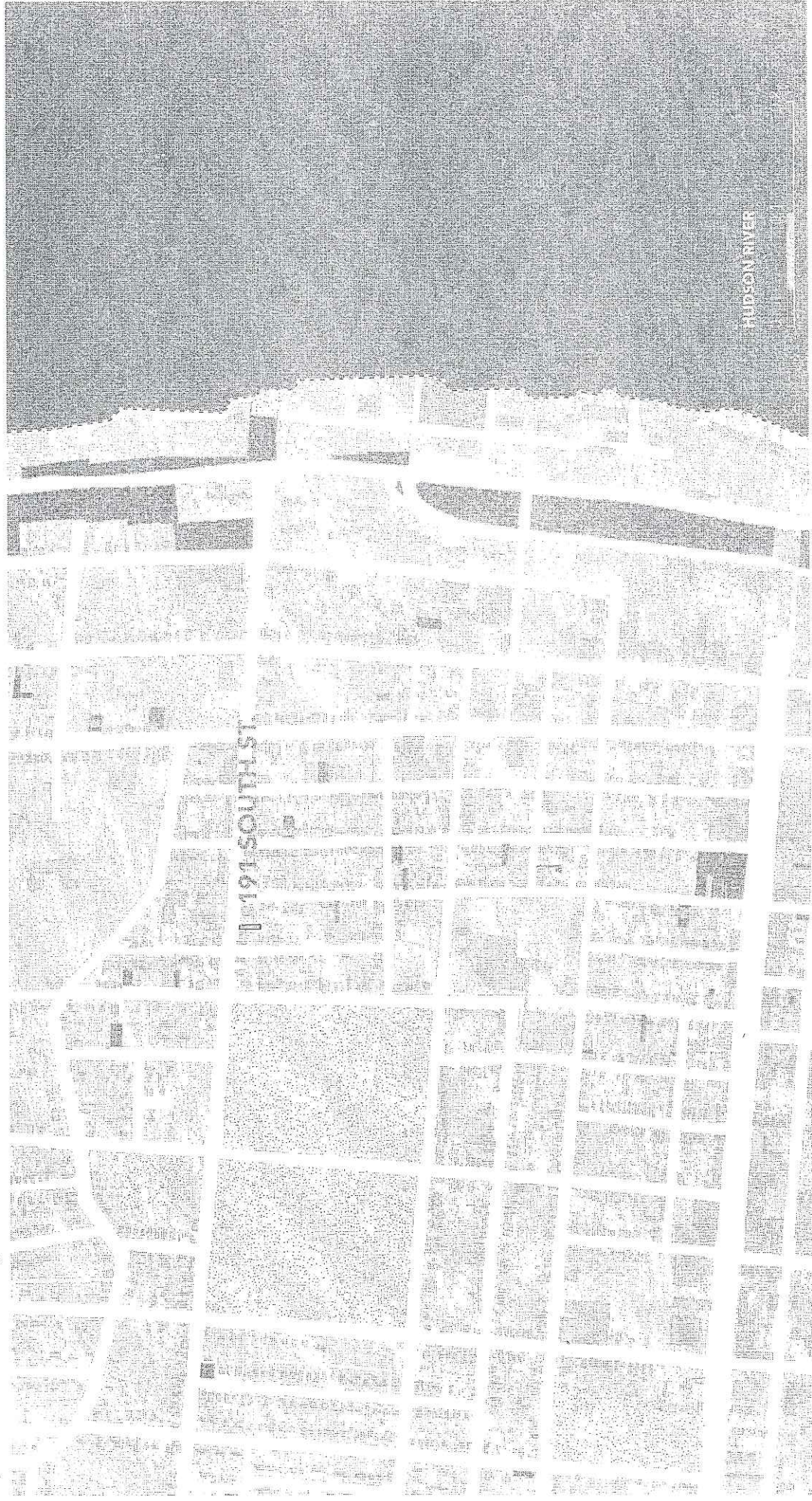
City Comptroller

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 12-Sep-2018	
This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=3535861. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.						
PRODUCER Marsh USA Inc. ("Marsh")		COMPANIES AFFORDING COVERAGE				
		Co. A Pinnacle Consortium of Higher Education, a Vermont Reciprocal Risk Retention Group				
INSURED The Trustees of Columbia University 615 W 131st ST 3rd Floor, New York New York 10027 United States		Co. B Safety National Insurance Company				
		Co. C Genesis Insurance Company				
		Co. D PMA Insurance Company				
		Co. E Safety National Casualty Corporation				
		Co. F See Below				
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	PCHE2018-02	01-Jul-2018	01-Jul-2019	GENERAL AGGREGATE	\$5,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					PERSONAL AND ADV INJURY	\$2,000,000
					EACH OCCURRENCE	\$2,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$2,000,000
					MED EXP (ANY ONE PERSON)	\$2,500
B	AUTOMOBILE LIABILITY Any Auto	CAE4057019	01-Jul-2018	01-Jul-2019	COMBINED SINGLE LIMIT	\$2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	YUB301083K	01-Jul-2018	01-Jul-2019	EACH OCCURENCE	\$10,000,000
					AGGREGATE	\$10,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
D	WORKERS COMPENSATION / EMPLOYERS LIABILITY	201807 1238955A (AOS) 201807 1238955B (MA, MN)	01-Jul-2018 01-Jul-2018	01-Jul-2019 01-Jul-2019	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE - POLICY LIMIT	\$1,000,000
					EL DISEASE - EACH EMPLOYEE	\$1,000,000
E	Excess Workers' Compensation	Safety National SP 4058915	01-Jul-2018	01-Jul-2020		\$1,000,000
F	Property	1041989	01-Jul-2018	01-Jul-2019		See Link in Additional Information Box
A	Professional Liability	PCHE2018-02	01-Jul-2018	01-Jul-2019	\$2,000,000 each claim	\$3,000,000 aggregate
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.						

SOCIAL LOT 1 NEWBURGH VACANT LOT

CONTEXTUAL MAP:
City-owned vacant land in Newburgh.

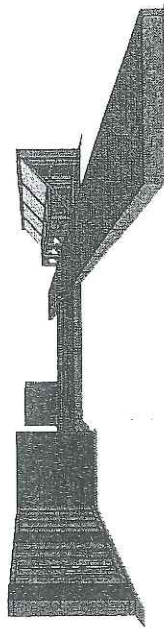
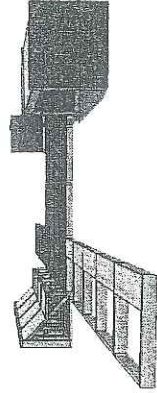
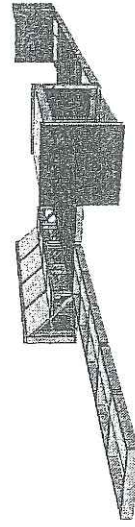
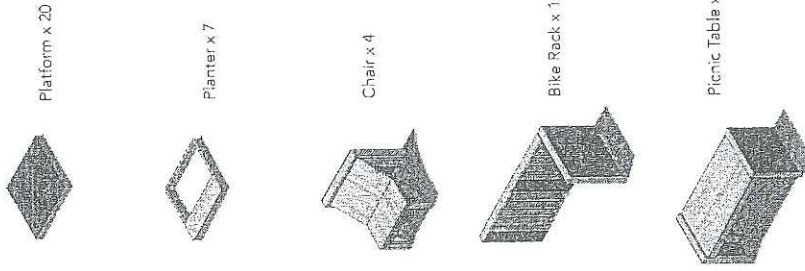
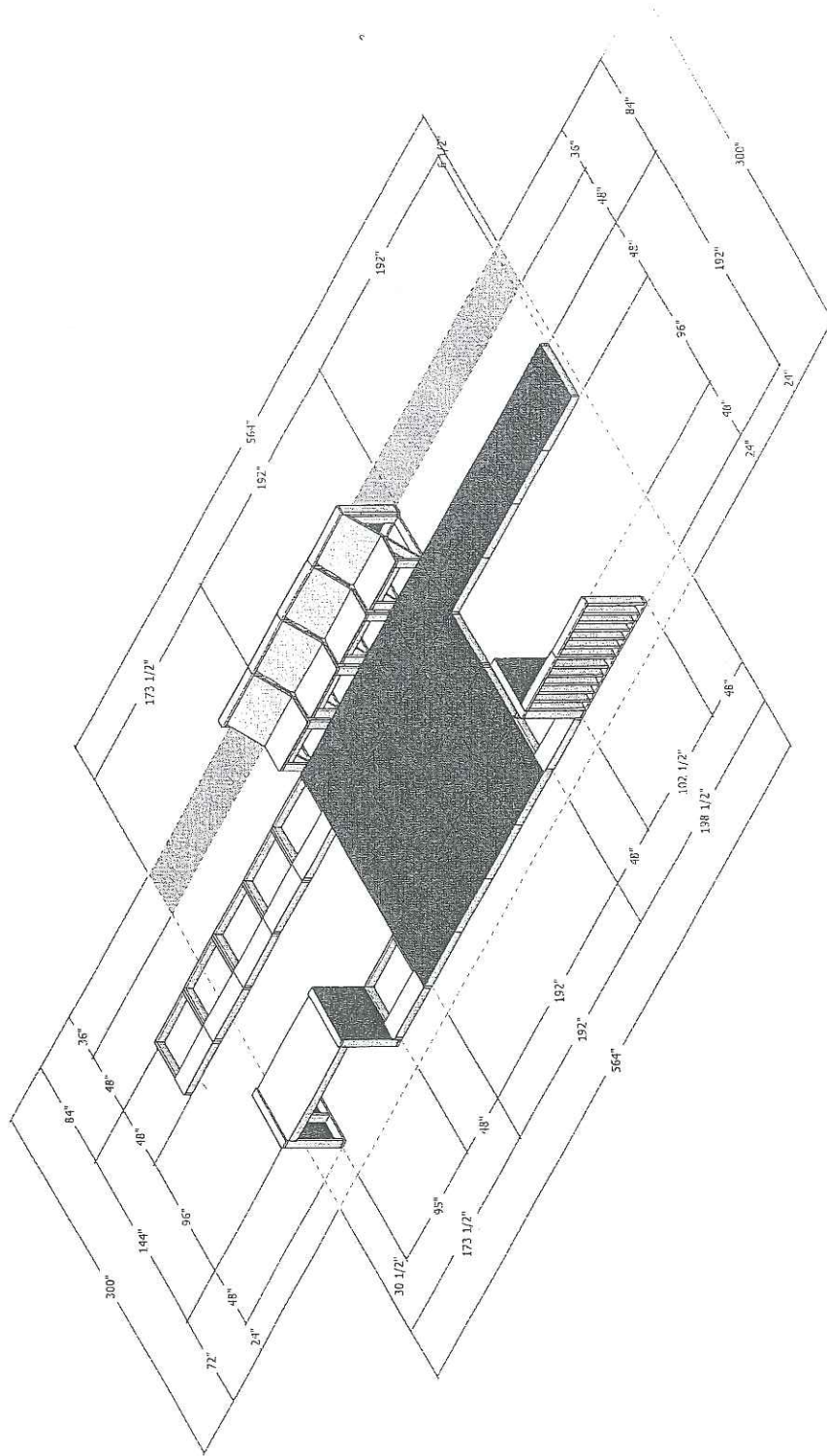


THE SOCIAL LOT:
Create a meeting space for the block and the neighborhood with simple modular outdoor elements and furniture in a vacant land.



SOCIAL LOT 1 191 SOUTH ST. NEWBURGH

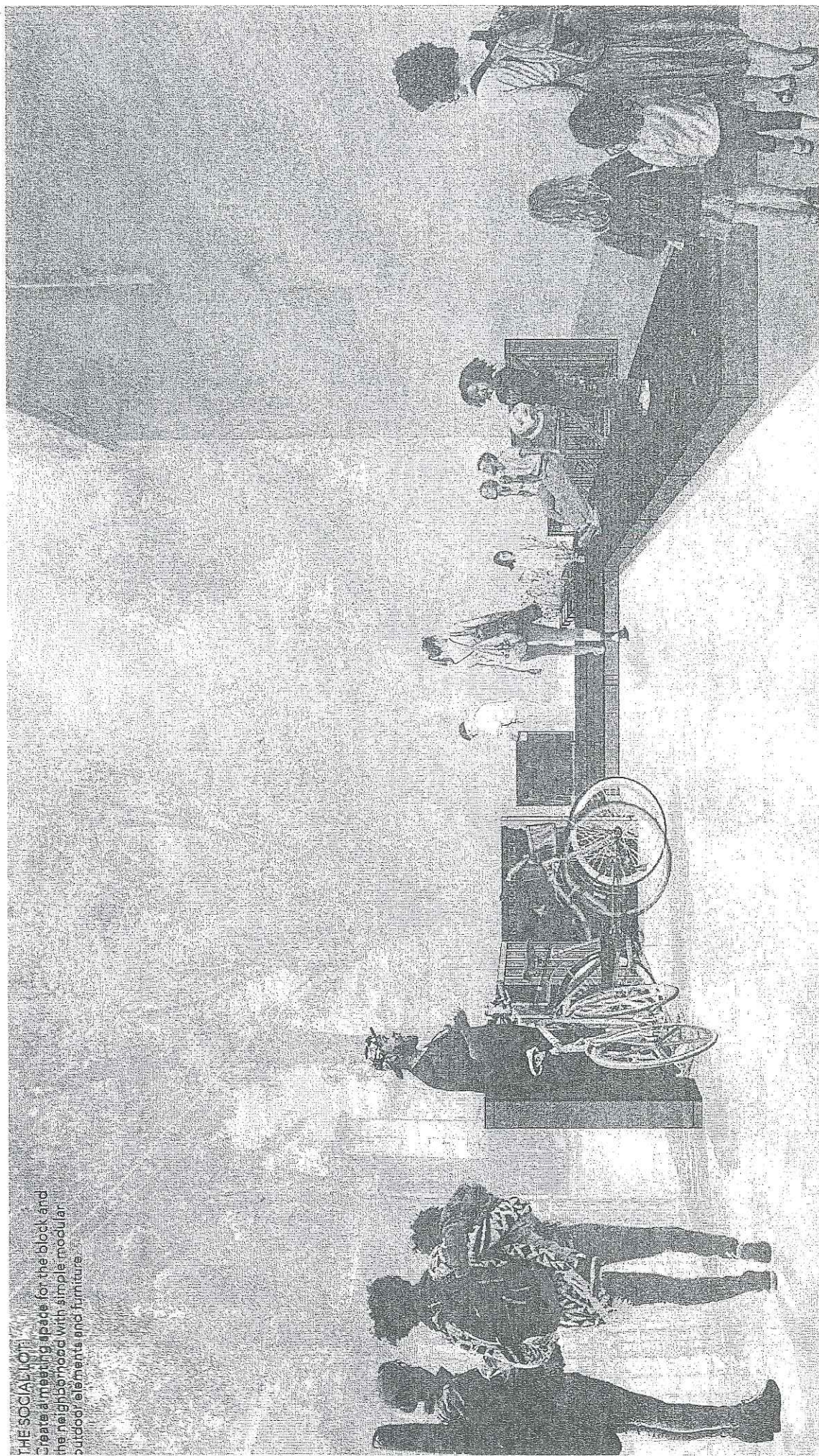
POP UP MATERIALS:
 Modular wood Pop Up installation using
 2" x 6" wood, Plywood Pine, Sealer and Chalkboard Paint.



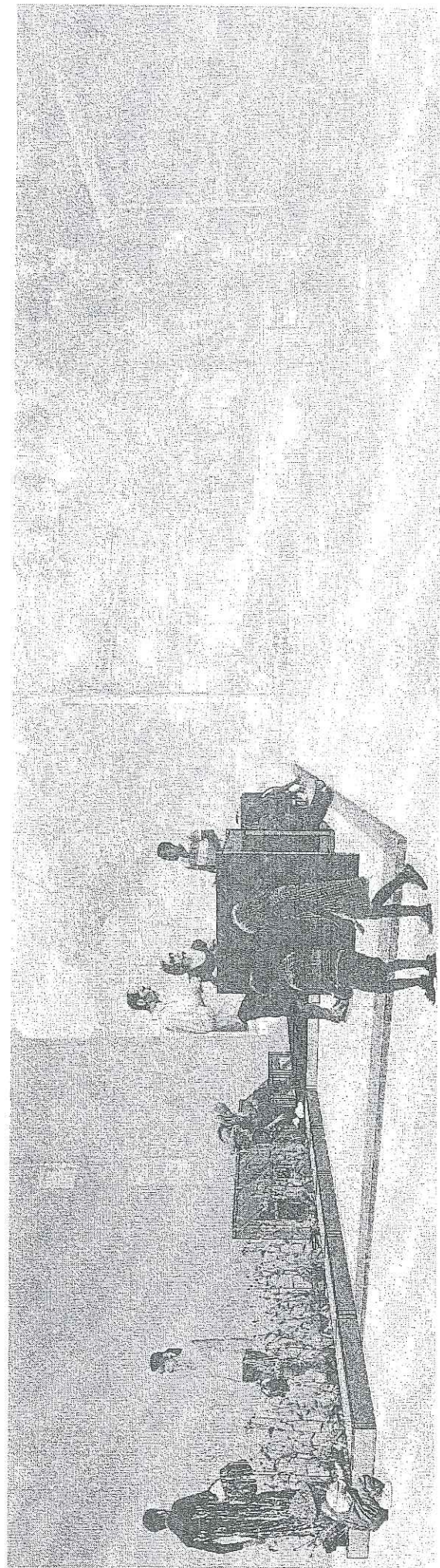
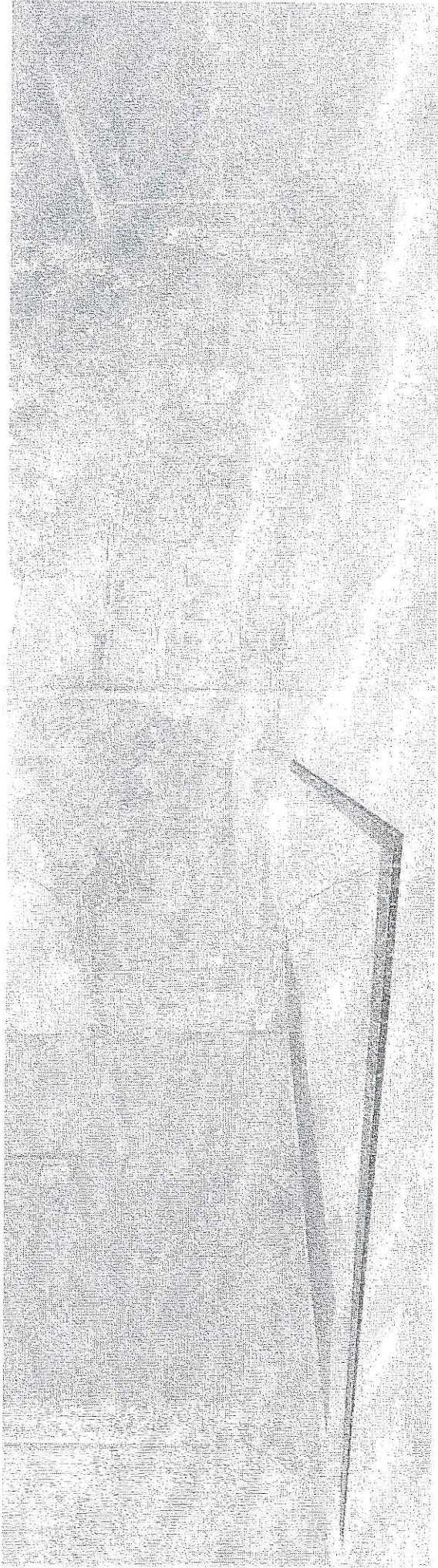
[SOCIAL LOT] 191 SOUTH ST. NEWBURGH

THE SOCIAL LOT

Create a meeting space for the block and the neighborhood with simple modular outdoor elements and furniture.



[SOCIAL LOT] 191 SOUTH ST. NEWBURGH



RESOLUTION NO.: 209 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION
IN THE AMOUNT OF \$5,000.00 FROM THE COUNTY OF ORANGE
FOR THE ADMINISTRATION OF THE CITY OF NEWBURGH POLICE DEPARTMENT
JUNIOR CADET PROGRAM**

WHEREAS, The City of Newburgh Police Department has created and operated a Junior Cadet Program to strengthen community involvement and to bring about positive changes in the relationships with local youth; and

WHEREAS, Orange County has offered funding in the amount of \$5,000.00 to support the administration of the City of Newburgh Police Department Junior Cadet Program; and

WHEREAS, this Council has determined that accepting said donation would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manger be and he is hereby authorized to accept a donation from the County of Orange for the administration of the City of Newburgh Police Department Junior Cadet Program with the appreciation of this Council on behalf of itself, the City of Newburgh Police Department, and the children and families of the City of Newburgh.

RESOLUTION NO.: 210 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE
NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO PROVIDE
POLICE SERVICES IN CONNECTION WITH THE
COMMUNITY RESOURCE OFFICER PROGRAM FOR COMPENSATION IN THE
AMOUNT OF \$100,000.00**

WHEREAS, the City of Newburgh and the Newburgh Enlarged City School District wish to enter into a cooperative agreement to provide the presence and services of City police officers in schools in and for the Newburgh Enlarged City School District; and

WHEREAS, such officers can provide valuable education, security, an enhanced learning environment, role modeling, timely response and other valued benefits; and

WHEREAS, this Council has reviewed the attached agreement and finds that the execution of the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with the Newburgh Enlarged City School District, in substantially the same form as annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, to provide police services in connection with the Community Resource Officer Program for the 2019-2020 school year for compensation paid by the District to the City of Newburgh in the amount of One Hundred Thousand (\$100,000.00) Dollars.

COMMUNITY RESOURCE OFFICER AGREEMENT

AGREEMENT MADE THIS ____ DAY OF _____, 2019 by and between the Board of Education of the Newburgh Enlarged City School District, having its principal place of business at 124 Grand Street, Newburgh, New York 12550 (hereinafter “the Board of Education”) and The City of Newburgh having its principal place of business at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as “the City”).

WHEREAS, the City and the Board of Education agree to establish the position of Community Resource Officer (hereinafter “CRO”), to be filled by police officers from the City of Newburgh Police Department, at Newburgh Free Academy; and

WHEREAS, the School Board has agreed that they will reimburse the City for its expense in participating in the CRO Program in the amount of One Hundred Thousand (\$100,000) for the period of September 1, 2019 through August 31, 2020 school year and, the City of Newburgh Police Department will provide one officer at the school specified above, each day that school is open for the hours of 7:30 a.m. – 3:30 p.m., during the school year and during the summer months on such days and times that summer school or the extended year program is being held in the buildings, on the terms and conditions set forth herein:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The School Board and the City of Newburgh by and through the City of Newburgh Police Department have established the following goals and objectives with regard to the CRO Program in the Schools: (a) to maintain a safe campus environment that will be conducive to learning, (b) to create a relationship based upon cooperation and mutual support between law enforcement and school officials; (c) to improve relationships between law enforcement, school, community and the youth of the school; (d) for Police Officers to serve as consultants to school staff, parents, and youth on safety matters and any other matters which will provide a better environment for the students and the teachers in which to pursue their respective tasks; (e) for police officers to serve as a role models to students; (f) to provide a continuum of youth services between the school and the community with the support of the Police Department and other City staff and agencies.
2. The City agrees that the City of Newburgh Police Department shall provide one officer as CRO during the term of this agreement. The CRO shall be subject to the administration, supervision and control of the City of Newburgh Police Department at all times, unless otherwise provided in this agreement.
3. The officer assigned as the CRO will be selected by the Chief of Police based upon the Police Chief’s judgment and discretion, taking into

consideration other criteria, the officer's training, qualifications, experience, interest in the position and the officer's ability to effectuate the goals and objectives set forth in paragraph 1.

4. The Board of Education shall have the right to request the removal of any CRO and have an officer substituted in his or her place by communicating such request to the Chief of Police at any time during the school year, which request will not be unreasonably denied.
5. The City of Newburgh agrees to provide and pay the CRO's salary and employment benefits in accordance with the current Newburgh PBA contract.
6. It is understood and agreed that the City of Newburgh Police Department, in its sole discretion, shall have the authority to discharge and discipline an officer assigned as a CRO as provided under the terms of any agreement between the City of Newburgh and the applicable collective bargaining unit, and/or by law. The City shall indemnify and hold harmless the Newburgh Enlarged City School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by an officer assigned as a CRO.
7. The following named police officers shall be initially assigned by the Chief of Police of the City of Newburgh Police Department to act as CROs as follows:

Newburgh Free Academy – Humberto Perez, Jr.

It is understood that such assignments may be changed by the Chief of Police or other commanding officers as in their judgment circumstances may require.

8. It is understood and agreed that the Board of Education shall not be responsible for any overtime pay earned by an Officer serving as a CRO in connection with his or her duties as a CRO and that the cost of same shall be borne solely by the City of Newburgh. The entire extent of the obligation of the School District to compensate the City for CRO services as provided herein shall be as provided hereinabove.
9. It is understood and agreed that, should a CRO become unable to perform his or her duties as a result of illness or injury that causes the Officer to be absent in excess of five school days, the City of Newburgh Police Department shall assign another officer to fill the CRO position at the affected building.

10. It is understood and agreed that the CROs to be appointed by the City of Newburgh Police Department shall have the following qualifications:
- (a) The CRO shall be a full time police officer with a minimum of two (2) years of law enforcement experience;
 - (b) The CRO shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations;
 - (c) The CRO shall be capable of conducting in depth criminal investigations;
 - (d) The CRO shall possess an even temperament and set a good example for students;
 - (e) The CRO shall possess good communication skills, which would enable the CRO to function effectively within the school environment.

The Board of Education may, at its discretion, waive the requirement set forth in paragraph "a", above, upon the request of the Police Department and upon an interview by the Board of Education of the officer being proposed for the position.

11. The following are the duties of the CRO:
- (a) Consult with and coordinate activities as requested by a school's principal.
 - (b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer.
 - (c) The CRO shall develop an expertise in presenting various subjects; including meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
 - (d) Encourage group discussions about law enforcement with students, faculty and parents;
 - (e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;

- (f) Attend meetings with parents and faculty groups to solicit their support and understanding of the CRO school program and to promote awareness of law enforcement functions;
- (g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;
- (h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
- (i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;
- (j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;
- (k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities, as required by standard police practices and standing general orders;
- (l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;
- (m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;
- (n) The CRO shall patrol and maintain a safe corridor within ½ mile radius directly surrounding the school to which he or she is assigned,

including, but not limited to, other school buildings within that radius. The CRO shall be dispatched, as available, to calls for service emanating from within such a radius related to juvenile criminal activity.

12. It is understood and agreed that while the CRO will be stationed at one of the schools within the School Board's jurisdiction, the CRO shall remain an employee of the City of Newburgh Police Department, adhering to all policies and procedures of the Police Department.
13. The CRO shall report to the Main Office at the start of each work day and shall sign in on a log by the school. The CRO shall sign out at the end of each work day using the same log.
14. It is understood and agreed that the CRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.
15. The City of Newburgh Police Department shall provide the appropriate in-service training for the CRO, to enable the CRO to function efficiently. The School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
16. The City of Newburgh Police Department shall provide a standard marked patrol vehicle for the CRO, which vehicle shall be maintained by the City of Newburgh Police Department, providing among other things, fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the CRO with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the CRO's duties as a police officer. The CRO is authorized to carry a service weapon on school grounds.
17. Should the CRO program continue into future school years, it is understood and agreed that the School District shall evaluate annually the CRO Program and the performance of the CRO on forms to be developed jointly by the parties to this Agreement. Such evaluation by the School Board and the City of Newburgh Police Department shall be performed in order to evaluate the performance of the CRO in accordance with the Department rules and regulations and also to ascertain what, if anything, can be done to improve the CRO Program.
18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of \$1,000,000 and agrees to indemnify and hold harmless the School Board and the Newburgh Enlarged City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from

or in any way out of the performance of the duties of the CRO or the CRO Program.

19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of \$100,000. Such compensation shall be paid by the School Board to the City of Newburgh in monthly installments of \$10,000 per month from September 1, 2019 – June 30, 2020 commencing within thirty (30) days of ratification of this agreement by all parties.
20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2020.

BOARD OF EDUCATION OF THE NEWBURGH
ENLARGED CITY SCHOOL DISTRICT

Dr. Roberto Padilla
SUPERINTENDENT OF SCHOOLS

CITY BOARD OF THE CITY OF NEWBURGH

Joseph P. Donat
CITY MANAGER
CITY OF NEWBURGH
Per Res. No.:

Document Title: _____

Approved as to Form:

MICHELLE KELSON
Corporation Counsel
Per Res. No. _____

DATE

TODD VENNING
City Comptroller
Per Res. No. _____

DATE

file

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

October 12, 2018

Gregory W. Kern
Assistant Superintendent of Finance
Newburgh Enlarged City School District
124 Grand Street
Newburgh, NY 12550

Re: The City of Newburgh with Newburgh Enlarged City School District
Community Resource Officer - 2018-2019 School Year

Dear Mr. Kern:

Pursuant to City Council authority, by Resolution No.: 165-2018, enclosed herewith is an original fully executed Community Resource Officer Agreement relative to the above-referenced.

By copy of this letter I am forwarding the duplicate original to the City Clerk for filing in her office.

Thank you for your assistance.

Very truly yours,


MICHELLE KELSON
Corporation Counsel

MK/dt
Enclosure

cc: Lorene Vitek, City Clerk
Douglas Solomon, Chief of Police
Charles Duffy, CPA - City Comptroller's Office

RESOLUTION NO.: 165 - 2018

OF

JULY 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE
NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO PROVIDE
POLICE SERVICES IN CONNECTION WITH THE
COMMUNITY RESOURCE OFFICER PROGRAM FOR COMPENSATION IN THE
AMOUNT OF ONE HUNDRED THOUSAND DOLLARS

WHEREAS, the City of Newburgh and the Newburgh Enlarged City School District wish to enter into a cooperative agreement to provide the presence and services of City police officers in schools in and for the Newburgh Enlarged City School District; and

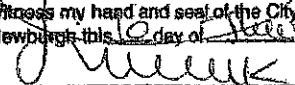
WHEREAS, such officers can provide valuable education, security, an enhanced learning environment, role modeling, timely response and other valued benefits; and

WHEREAS, this Council has reviewed the attached agreement and finds that the execution of the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with the Newburgh Enlarged City School District, in substantially the same form as annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, to provide police services in connection with the Community Resource Officer Program for the 2018-2019 school year for compensation paid by the District to the City of Newburgh in the amount of One Hundred Thousand (\$100,000.00) Dollars.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held July 9
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of July, 2018


City Clerk

COMMUNITY RESOURCE OFFICER AGREEMENT

AGREEMENT MADE THIS 31ST DAY OF July, 2018 by and between the Board of Education of the Newburgh Enlarged City School District, having its principal place of business at 124 Grand Street, Newburgh, New York 12550 (hereinafter "the Board of Education") and The City of Newburgh having its principal place of business at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "the City").

WHEREAS, the City and the Board of Education agree to establish the position of Community Resource Officer (hereinafter "CRO"), to be filled by police officers from the City of Newburgh Police Department, at Newburgh Free Academy; and

WHEREAS, the School Board has agreed that they will reimburse the City for its expense in participating in the CRO Program in the amount of One Hundred Thousand (\$100,000) for the period of September 1, 2018 through August 31, 2019 school year and, the City of Newburgh Police Department will provide one officer at the school specified above, each day that school is open for the hours of 7:30 a.m. – 3:30 p.m., during the school year and during the summer months on such days and times that summer school or the extended year program is being held in the buildings, on the terms and conditions set forth herein:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The School Board and the City of Newburgh by and through the City of Newburgh Police Department have established the following goals and objectives with regard to the CRO Program in the Schools: (a) to maintain a safe campus environment that will be conducive to learning; (b) to create a relationship based upon cooperation and mutual support between law enforcement and school officials; (c) to improve relationships between law enforcement, school, community and the youth of the school; (d) for Police Officers to serve as consultants to school staff, parents, and youth on safety matters and any other matters which will provide a better environment for the students and the teachers in which to pursue their respective tasks; (e) for police officers to serve as a role models to students; (f) to provide a continuum of youth services between the school and the community with the support of the Police Department and other City staff and agencies.
2. The City agrees that the City of Newburgh Police Department shall provide one officer as CRO during the term of this agreement. The CRO shall be subject to the administration, supervision and control of the City of Newburgh Police Department at all times, unless otherwise provided in this agreement.
3. The officer assigned as the CRO will be selected by the Chief of Police based upon the Police Chief's judgment and discretion, taking into

consideration other criteria, the officer's training, qualifications, experience, interest in the position and the officer's ability to effectuate the goals and objectives set forth in paragraph 1.

4. The Board of Education shall have the right to request the removal of any CRO and have an officer substituted in his or her place by communicating such request to the Chief of Police at any time during the school year, which request will not be unreasonably denied.
5. The City of Newburgh agrees to provide and pay the CRO's salary and employment benefits in accordance with the current Newburgh PBA contract.
6. It is understood and agreed that the City of Newburgh Police Department, in its sole discretion, shall have the authority to discharge and discipline an officer assigned as a CRO as provided under the terms of any agreement between the City of Newburgh and the applicable collective bargaining unit, and/or by law. The City shall indemnify and hold harmless the Newburgh Enlarged City School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by an officer assigned as a CRO.
7. The following named police officers shall be initially assigned by the Chief of Police of the City of Newburgh Police Department to act as CROs as follows:

Newburgh Free Academy – Robert Pedrick

It is understood that such assignments may be changed by the Chief of Police or other commanding officers as in their judgment circumstances may require.

8. It is understood and agreed that the Board of Education shall not be responsible for any overtime pay earned by an Officer serving as a CRO in connection with his or her duties as a CRO and that the cost of same shall be borne solely by the City of Newburgh. The entire extent of the obligation of the School District to compensate the City for CRO services as provided herein shall be as provided hereinabove.
9. It is understood and agreed that, should a CRO become unable to perform his or her duties as a result of illness or injury that causes the Officer to be absent in excess of five school days, the City of Newburgh Police Department shall assign another officer to fill the CRO position at the affected building.
10. It is understood and agreed that the CROs to be appointed by the City of

Newburgh Police Department shall have the following qualifications:

- (a) The CRO shall be a full time police officer with a minimum of two (2) years of law enforcement experience;
- (b) The CRO shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations;
- (c) The CRO shall be capable of conducting in depth criminal investigations;
- (d) The CRO shall possess an even temperament and set a good example for students;
- (e) The CRO shall possess good communication skills, which would enable the CRO to function effectively within the school environment.

The Board of Education may, at its discretion, waive the requirement set forth in paragraph "a", above, upon the request of the Police Department and upon an interview by the Board of Education of the officer being proposed for the position.

11. The following are the duties of the CRO:

- (a) Consult with and coordinate activities as requested by a school's principal.
- (b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer.
- (c) The CRO shall develop an expertise in presenting various subjects; including meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
- (d) Encourage group discussions about law enforcement with students, faculty and parents;
- (e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;
- (f) Attend meetings with parents and faculty groups to solicit their

support and understanding of the CRO school program and to promote awareness of law enforcement functions;

- (g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;
- (h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
- (i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;
- (j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;
- (k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities, as required by standard police practices and standing general orders;
- (l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;
- (m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;
- (n) The CRO shall patrol and maintain a safe corridor within ½ mile radius directly surrounding the school to which he or she is assigned, including, but not limited to, other school buildings within that

radius. The CRO shall be dispatched, as available, to calls for service emanating from within such a radius related to juvenile criminal activity.

12. It is understood and agreed that while the CRO will be stationed at one of the schools within the School Board's jurisdiction, the CRO shall remain an employee of the City of Newburgh Police Department, adhering to all policies and procedures of the Police Department.
13. The CRO shall report to the Main Office at the start of each work day and shall sign in on a log by the school. The CRO shall sign out at the end of each work day using the same log.
14. It is understood and agreed that the CRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.
15. The City of Newburgh Police Department shall provide the appropriate in-service training for the CRO, to enable the CRO to function efficiently. The School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
16. The City of Newburgh Police Department shall provide a standard marked patrol vehicle for the CRO, which vehicle shall be maintained by the City of Newburgh Police Department, providing among other things, fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the CRO with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the CRO's duties as a police officer. The CRO is authorized to carry a service weapon on school grounds.
17. Should the CRO program continue into future school years, it is understood and agreed that the School District shall evaluate annually the CRO Program and the performance of the CRO on forms to be developed jointly by the parties to this Agreement. Such evaluation by the School Board and the City of Newburgh Police Department shall be performed in order to evaluate the performance of the CRO in accordance with the Department rules and regulations and also to ascertain what, if anything, can be done to improve the CRO Program.
18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of \$1,000,000 and agrees to indemnify and hold harmless the School Board and the Newburgh Enlarged City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the CRO or the CRO

Program.

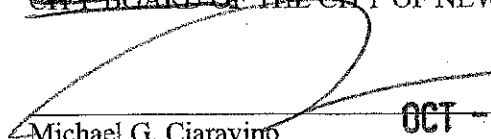
19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of \$100,000. Such compensation shall be paid by the School Board to the City of Newburgh in monthly installments of \$10,000 per month from September 1, 2018 – June 30, 2019 commencing within thirty (30) days of ratification of this agreement by all parties.
20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2018.

BOARD OF EDUCATION OF THE NEWBURGH
ENLARGED CITY SCHOOL DISTRICT



Dr. Roberto Padilla
SUPERINTENDENT OF SCHOOLS

~~CITY BOARD OF THE CITY OF NEWBURGH~~



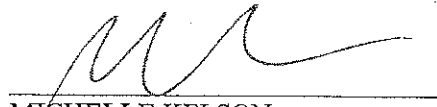
Michael G. Ciaravino
CITY MANAGER
CITY OF NEWBURGH

OCT - 9 2018

Per Res. No.: 165-2018

Document Title: _____

Approved as to Form:


MICHELLE KELSON
Corporation Counsel
Per Res. No. 165-2018

10/3/18
DATE


~~KATHRYN MACK~~ Heli Shah
City Comptroller Jr. Accountant
Per Res. No. 165-2018

10/4/18
DATE

RESOLUTION NO.: 211-2019

OF

AUGUST 12, 2019

**RESOLUTION APPROVING AN AMENDMENT TO
A MEMORANDUM OF UNDERSTANDING WITH THE
PATROLMEN'S BENEVOLENT ASSOCIATION OF NEWBURGH, NEW YORK, INC.
TO PROVIDE ADDITIONAL BENEFITS UNDER
SECTION 242 OF THE MILITARY LAW
FOR POLICE OFFICER ROBERT F. PEDRICK III
WHILE SERVING ACTIVE DUTY IN THE MILITARY
EFFECTIVE ON OR ABOUT JANUARY 16, 2018**

WHEREAS, by Resolution No. 44-2018 of February 12, 2018, the City Council of the City of Newburgh authorized the City Manager to execute Memorandum of Understanding between the City of Newburgh and the Police Benevolent Association of Newburgh, New York, Inc. providing additional benefits under New York State Military Law Section 242 to Police Officer Robert F. Pedrick III while serving active duty in the Military on or about January 16, 2019; and

WHEREAS, due to the Federal Government shutdown, there was a delay in confirming Officer Pedrick's military orders and as a result Officer Pedrick's absences from work on January 24, 2018 through January 26, 2018 were charged to compensatory time and vacation; and

WHEREAS, the terms of the Memorandum of Understanding can be amended or modified and the PBA has requested on behalf of its member that the military benefits for 2018 be extended by 3 days and his compensatory time and vacation be credited; and

WHEREAS, the City Council of the City of Newburgh wishes to extend the additional military benefits to Officer Pedrick; and

WHEREAS, the City Council has reviewed the terms of the Memorandum of Understanding, a copy of which is annexed hereto, which amends the Memorandum of Understanding approved by Resolution No. 44-2018; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh, the Memorandum of Understanding annexed hereto, or in substantially the same form.

MEMORANDUM OF UNDERSTANDING

**BETWEEN
PATROLMEN'S BENEVOLENT ASSOCIATION
OF NEWBURGH, NEW YORK, INC.
AND
THE CITY OF NEWBURGH**

WHEREAS, the **CITY OF NEWBURGH (CITY)** and **PATROLMEN'S BENEVOLENT ASSOCIATION OF NEWBURGH, NEW YORK, INC. (PBA)**, are parties to a Memorandum of Understanding dated February 16, 2018 to provide for extended military benefits for members who are military reservists and are federally activated to military duty as of the result of the events of September 11, 2001 and the ongoing conflicts overseas beyond the benefits mandated by New York State Military Law; and

WHEREAS, said Memorandum of Understanding states that the benefits provided in paragraph 1 therein shall be in effect from January 16, 2018 to and including June 13, 2018 and that the terms of said Memorandum may be extended; and

IT IS HEREBY UNDERSTOOD AND AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Police Officer Robert F. Pedrick III shall be entitled to receive an additional three (3) days of supplemental military leave at full pay for the calendar year beginning January 1, 2018 and ending December 31, 2018.
2. Police Officer Robert F. Pedrick III's leave accruals shall be credited with 16 hours of compensatory time and 8 hours of vacation.
3. All other terms and conditions set forth in the Memorandum of Understanding dated February 16, 2018 shall remain in full force and effect.
4. This Memorandum of Understanding shall not establish any past practice or precedent between the City and the PBA for members called for active military duty for any reason.
5. This Memorandum of Understanding constitutes the entirety of the agreement of the parties regarding supplemental military leave benefits during the calendar year beginning January 1, 2018 and ending December 31, 2018 for Police Officer Robert F. Pedrick III. There are no other agreements, oral or otherwise.

Dated: _____, 2019
Newburgh, New York

AGREED TO:

CITY OF NEWBURGH

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

PATROLMEN'S BENEVOLENT ASSOCIATION
OF NEWBURGH, NEW YORK, INC.

By: _____
Ricardo Rivera, President

RESOLUTION NO.: 212 - 2019

OF

AUGUST 12, 2019

**RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH THE
PATROLMEN'S BENEVOLENT ASSOCIATION OF NEWBURGH, NEW YORK, INC.
TO PROVIDE CERTAIN ADDITIONAL BENEFITS
TO MEMBERS WHO HAVE BEEN CALLED TO ACTIVE MILITARY DUTY**

WHEREAS, the City of Newburgh and the Patrolmen's Benevolent Association of Newburgh, New York, Inc. (hereafter "PBA") are parties to a collective bargaining agreement; and

WHEREAS, Police Officer Robert F. Pedrick III has been called to active duty in support of The Global War on Terrorism and will be required to interrupt his regular City employment; and

WHEREAS, the City Council of the City of Newburgh wishes to grant certain additional benefits to such employee and other employees and members of the PBA bargaining unit who may be called to active duty in the future; and

WHEREAS, the City Council has reviewed the terms of the Memorandum of Agreement, a copy of which is annexed hereto, and has consulted with the representatives of the City, who have recommended that the City Council approve the agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh, the Memorandum of Agreement annexed hereto, or in substantially the same form; and

BE IT FURTHER RESOLVED, that the Council of the City of Newburgh hereby extends its pride, gratitude, appreciation and admiration to every member of PBA called to active duty on behalf of this Country.

AGREEMENT made and entered into this ____ day of _____ 2019 by and between the City of Newburgh and Patrolmen's Benevolent Association of Newburgh, New York, Inc. ("the PBA").

WHEREAS, the City of Newburgh and the Patrolmen's Benevolent Association of Newburgh, New York, Inc. (hereinafter "PBA"), are parties to a collective bargaining agreement; and

WHEREAS, members of the PBA serving in the military reserve have been and continue to be called to active duty as a result of the terrorist attacks in New York City and Washington, D.C. on September 11, 2001 and in support of the Global War on Terrorism and other on-going conflicts overseas and will be required to interrupt their regular City employment; and

WHEREAS, the City of Newburgh and PBA have been approving Memoranda of Agreement on a case-by-case basis to grant certain additional benefits to employees ordered to active military service; and

WHEREAS, the City and PBA wish to enter into a Memorandum of Agreement to provide certain additional benefits to all PBA members ordered to active military service without further need for individual agreements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate and agree as follows:

1. Members of the PBA ordered to active military duty (including ordered service in the reserve force) as a result of the events of September 11, 2001, and the ongoing conflicts overseas, shall be entitled to receive the following benefits:

- a) Members who have exhausted their entitlement to paid military leave under Section 242 of the Military Law shall be entitled to an additional thirty (30) calendar days or twenty-two (22) working days of supplemental military leave at full pay, whichever is greater, in any one calendar year, not exceeding in total sixty (60) calendar days for any one continuous period of absence;
- b) Members who have exhausted their entitlement to the paid leave set forth in paragraph (a) above shall be entitled to military leave at a rate of pay equal to the Member's rate of pay pursuant to the Collective Bargaining Agreement less the compensation received by the Member as a result of his or her active duty. The Member shall provide the city with an "enlisted pay chart" establishing the applicable military rate of pay;
- c) Members shall receive the same individual or family health insurance benefits provided pursuant to the Collective Bargaining Agreement, as received by such members prior to their date of activation;
- d) Members shall accrue vacation leave at the rate set forth in the Collective Bargaining Agreement during the period they receive benefits pursuant to this Memorandum.

2. This Agreement constitutes the entirety of the agreement between the parties regarding its subject matter. There are no other agreements, oral or otherwise.

Dated: August _____, 2019
Newburgh, New York

AGREED TO:

CITY OF NEWBURGH

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

PATROLMEN'S BENEVOLENT ASSOCIATION
OF NEWBURGH, NEW YORK, INC.

By: _____
Ricardo Rivera, President

ORDINANCE NO.: 6 - 2019

OF

AUGUST 12, 2019

AN ORDINANCE AMENDING SECTION 272-12, ENTITLED "VEHICLE LICENSE REQUIRED; FEE; STICKERS," SECTION 272-15 ENTITLED "VEHICLE LICENSE CARD," SECTION 272-16, ENTITLED "INSPECTIONS REQUIRED," AND SECTION 272-17, ENTITLED "VEHICLE MARKINGS, SAFETY AND EQUIPMENT; OWNER, OPERATOR AND/OR DRIVER RESPONSIBILITIES" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 272-12 entitled "Vehicle License Required; Fee; Stickers," Section 272-15, entitled "Vehicle License Card," Section 272-16 entitled "Inspections Required," and Section 272-17, entitled "Vehicle Markings, Safety and Equipment; Owner, Operator and/or Driver Responsibilities" of the Code of the City of Newburgh is hereby amended as follows:

Section 1. § 272-12. Vehicle License Required; Fee; Stickers

C. For each vehicle licensed as a taxicab hereunder, the City Clerk shall issue a sticker of uniform design. Each sticker shall display a unique number as provided in this section, ~~and~~ shall show the expiration date of said taxicab vehicle license, and shall show the expiration date of said taxicab's inspection. Such sticker shall be affixed ~~to the inside of the left rear window on the windshield~~ of the vehicle for which same shall have been issued by the Chief of Police or his designee so as to be clearly visible. Each taxi company shall be assigned a unique number and each vehicle operated by each such company shall be assigned a unique number with said company; thus, each vehicle shall have a unique number in the form AB-CD where "AB" is the number assigned to the company and "CD" is the number assigned to each vehicle operated by each such company.

Section 2. § 272-15. Vehicle License Card

If, upon inspection, a vehicle is found to be in proper condition and in compliance in accordance with the provisions of all applicable laws, rules and regulations, upon the approval of the application for a taxicab vehicle license and the payment of the license fee hereinafter set forth, such vehicle shall be licensed by delivering to the owner a card of such size and form as may be prescribed by the Chief of Police. The card shall contain the official license number of the taxicab vehicle and a statement to the effect that, in case of any complaints, the Chief of Police shall be notified, giving the license number of the taxicab and the telephone number and address via which such complaints may be made. Such card shall be signed by the ~~Chief of Police~~ City Clerk. The taxicab vehicle license number assigned hereunder shall, in each case, be the same as that assigned to the vehicle for that year pursuant to law. Taxicab vehicle license cards must be displayed in a prominent place visible to

Underlining denotes additions

~~Strikethrough~~ denote deletions

all passengers in the taxicab vehicle for which the license card is issued. For each such vehicle, the license number shall correspond to the number appearing on the sticker required to be affixed to the ~~left rear bumper~~ windshield of each such vehicle as required by this chapter.

Section 3. § 272-16. Inspections Required

~~G. — Such designated inspection station shall affix to each vehicle which satisfies the requirements of this chapter pertaining to taxicabs the sticker described in § 272-12C to the inside of the left rear window on the windshield of each such vehicle by the Chief of Police or his designee.~~

~~H.~~ G. Repair work which is required after inspection of a taxi must be completed within 10 days of the inspection, and satisfactory proof of repair shall be presented to the Chief of Police. Failure to make necessary repairs and to present satisfactory proof may be grounds for suspension of an owner's taxicab vehicle license. The cost for reinspection shall be that established by state law or regulation for such inspection of motor vehicles.

~~I.~~ H. Upon receipt of a report from any designated inspection station which finds a taxi to be unfit or unsuited for public patronage or which shall fail to comply with the requirements of this chapter, the ~~licensing official~~ Chief of Police or his designee shall refuse a license or shall revoke or suspend the license previously issued.

~~J.~~ I. Upon receipt of the appropriate report from the designated inspection station, the Chief of Police or his designee will issue a suitable inspection sticker with the month and year of inspection expiration marked out. The sticker shall be affixed on the windshield of the vehicle by the Chief of Police or his designee where it shall be clearly visible and available for inspection by any member of the City of Newburgh Police Department at all times while said vehicle is licensed within the City of Newburgh.

~~K. — Upon being issued a City of Newburgh taxi inspection sticker, the taxi operator or owner will affix the sticker by placing it on the rear bumper left side the sticker shall be affixed on the windshield of the vehicle by the Chief of Police or his designee where it shall be clearly visible and available for inspection by any member of the City of Newburgh Police Department at all times while said vehicle is licensed within the City of Newburgh.~~

~~L.~~ J. It shall be unlawful to possess or display a forged, altered or unauthorized City of Newburgh inspection sticker.

~~M.~~ K. The Chief of Police may additionally inspect or cause to be inspected all taxicabs from time to time, as often as he may deem necessary for the public health, safety and welfare. Said inspections shall not be evidence to be used against the City with respect to any claim of liability, and the City assumes no special duty or obligation to any person with respect to same, but shall be evidence merely that the licensee has had inspections made as required by this chapter.

Underlining denotes additions
~~Strikethrough~~ denote deletions

Section 4. § 272-17. Vehicle Markings, Safety and Equipment; Owner, Operator and/or Driver Responsibilities

(A)(6). The ~~City Clerk~~ Chief of Police or his designee shall issue a sticker for each vehicle so licensed, which shall be affixed to the ~~left rear bumper~~ windshield of the subject vehicle by the Police Chief or his designee. Each such sticker shall display the unique four-digit number assigned to such vehicle.

Section 4. This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

RESOLUTION NO.: 213 - 2019

OF

AUGUST 12, 2019

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR SEPTEMBER 9, 2019
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING CHAPTER
270 "TAXATION" OF THE CODE OF THE CITY OF NEWBURGH RESCINDING
SECTION 270-23.1 THROUGH SECTION 270-23.11 OF
ARTICLE III "COLLECTION OF DELINQUENT TAXES" PROVIDING FOR
THE INSTALLMENT PAYMENT OF ELIGIBLE DELINQUENT TAXES**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a "A Local Law amending Chapter 270, 'Taxation', of the Code of the City of Newburgh rescinding Section 270-23.1 through Section 270-23.11 of Article III entitled 'Collection of Delinquent Taxes' providing for the Installment Payment of Eligible Delinquent Taxes"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 9th day of September, 2019, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: 214 - 2019

OF

AUGUST 12, 2019

**A RESOLUTION RE-APPOINTING TRISHA HALVERSON AND BELINDA MCKEON
AND APPOINTING MICHELLE ROACH, NAOMI MILLER AND JOY SALDANA
TO THE CITY OF NEWBURGH ARTS AND CULTURAL COMMISSION
FOR THREE YEAR TERMS**

WHEREAS, the City of Newburgh has created an Arts and Cultural Commission to develop and promote arts and culture in the City as an integral part of City life; to encourage tourism; to foster a creative environment which reflects the rich diversity of our City; and to increase and enhance the role played by the arts in education in all its forms; and

WHEREAS, by Resolution No. 186-2018 of July 9, 2018, the City Council appointed 13 new members to The Arts and Cultural Commission; and

WHEREAS, the initial one-year terms of the Arts and Cultural Commission Members expired on July 9, 2019 and Ms. Halverson and Ms. McKeon wish to continue to serve new three-year terms and Michelle Roach, Naomi Miller and Joy Saldana have submitted letters of interest to serve as Members of The Arts and Cultural Commission to replace three Members who have either vacated their positions or do not seek reappointment; the same being 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 Trisha Halverson and Belinda McKeon are hereby re-appointed and Michelle Roach, Naomi Miller and Joy Saldana are hereby appointed to The Arts and Cultural Commission each for a three (3) year term commencing July 10, 2019 and ending on July 9, 2022.

RESOLUTION NO.: 186 - 2018

OF

JULY 9, 2018

A RESOLUTION APPOINTING 13 MEMBERS OF THE CITY OF NEWBURGH
ARTS AND CULTURAL COMMISSION

WHEREAS, the City of Newburgh has created an Arts and Cultural Commission to develop and promote arts and culture in the City as an integral part of City life; to encourage tourism; to foster a creative environment which reflects the rich diversity of our City; and to increase and enhance the role played by the arts in education in all its forms; and

WHEREAS, many citizens have expressed their interest in donating their time and efforts to this Commission, and well-qualified persons have been identified as appropriate appointees thereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed to the Arts and Cultural Commission for the terms as specified:

One (1) Year Term

Clayton Buchanan
Trisha Halverson
Mary Medina
Belinda McKeon
Jo'Van O'Neal

Two (2) Year Term

Garin Baker
Mark Carranceja
Vincent Cianni
Stuart Sachs

Three (3) Year Term

Michael Gabor
Jacqueline Hesse
Nancy Layne
Christine McCartney

BE IT FURTHER RESOLVED, that the terms provided for herein shall commence on July 10, 2018.

I, Lorena Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held July 9, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 9th day of July, 2018

Lorena Vitek
City Clerk

RESOLUTION NO.: 215 -2019

OF

AUGUST 12, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ADOPTING AN HONORARY DESIGNATION POLICY**

WHEREAS, there are a variety of ways to honor people who have contributed to the welfare of the City of Newburgh, including the planting of trees in their name; the presentation to them of ceremonial "keys to the City"; a declaration of a [John Doe] Day" in the City; the presentation to them of a ribbon or medal containing the "Seal of the City"; the affixing of a plaque on a building where they lived or worked, telling of their accomplishments; the naming or renaming of a City building after them; a ceremonial street naming; the sponsorship of a dinner, concert, "roast" or picnic in their honor; the presentation to them of Certificates of Appreciation, and other methods; and

WHEREAS, the City Council of the City of Newburgh has determined that it is appropriate, necessary, and in the best interests of the City of Newburgh to establish a policy with procedures and criteria for determining who and how to honor those people who have made significant contributions to the City;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh hereby adopts the City of Newburgh Honorary Designation Policy, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

CITY OF NEWBURGH HONORARY DESIGNATION POLICY

I. Ceremonial Street Naming Application Process

- A. Definition: Ceremonial street dedication consists of a secondary sign that may be installed above or below an existing street name sign, which does not replace the official street name or cause the need for the re-addressing the street. Ceremonial street dedications may encompass only a portion of an existing street and also may be installed for a predetermined period of time and later removed.
- B. Requests for consideration of a ceremonial street designation on City property shall be sent in writing to the Council Member in whose ward the subject street is located. A Council Member may initiate a request by providing the information required in paragraph C to all City Council Members as provided in paragraph D.
- C. All requests must include the following information:
 - 1. Name of person or group requesting the street name change
 - 2. Designated contact person, address, telephone number and email address
 - 3. Location of proposed ceremonial street dedication, length of street to be affected, bounding streets or other boundaries
 - 4. Proposed ceremonial designation
 - 5. A biography of the person to be honored, or a description of the organization, object, or event to be honored, whichever is applicable
 - 6. An explanation of the reason for the honorary designation
 - 7. A statement of cost from the Superintendent of Public Works for the installation of the proposed honorary street sign.
- D. Upon receipt of a complete request, the Council Member receiving the request shall distribute to all City Council Members who will have two weeks to review the proposed honoree, evaluate the request under the approval criteria contained in paragraph E, and respond to the Council Member who received the request with a recommendation to proceed with a resolution or objection to the request. Any objection shall include the basis for the objection and whether additional information or review is needed.
- E. Criteria for approval:
 - 1. If subjects are individuals, they must be: deceased; Newburgh residents or natives or individuals of particular importance to Newburgh; of enduring or lasting interest to large segments of the City's population or have undertaken an act or acts of enduring or lasting interest to their community; and whose importance to the City or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the City.
 - 2. Individual prospective honorees must be deceased for at least two years prior to consideration. Exceptions may be made however for individuals who die under infamous circumstances of crime, accident, disease, social circumstance, military service or the like, or if the death itself leads to a

greater awareness within society of the cause of death and a concerted effort to address that problem.

3. An application to co-name a street for an individual already honored in a similar fashion will be discouraged.
 4. If subjects are organizations, they must be: of particular importance to Newburgh; of enduring or lasting interest to large segments of the City's population that have undertaken acts of enduring or lasting interest; and whose importance to the City or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the City.
- F. Upon recommendation to proceed by the City Council, the complete request shall be sent to the City Manager and the Corporation Counsel who will have 2 weeks to prepare a resolution for the next City Council meeting cycle, unless the Council is in summer session and then the time to prepare a resolution shall be extended to 4 weeks.
- G. If a resolution is adopted by the City Council, then the party requesting the ceremonial dedication shall deposit funds for the cost of the signage with the City Manager, unless the party making the request is a Council Member. Upon receipt of funds the signage will be supplied and installed by the Department of Public Works in accordance with the City's existing design standards.
- H. It shall be the responsibility of the party requesting the ceremonial dedication to coordinate the dedication and installation through the Office of the City Manager.

II. Key to the City and Other Honorary Designations

- A. Definition: Honorary designations include all ceremonial recognitions except for a ceremonial street naming and Mayoral proclamation or Council Certificate of Appreciation. Examples of such honorary designations include but are not limited to Key to the City, Square dedication and special day designation
- B. Requests for consideration of honorary designations, other than ceremonial street naming, shall be sent in writing to the Mayor or any Council Member. A Council Member may initiate a request by providing the information required in paragraph C to all City Council Members as provided in paragraph D.
- C. All requests must include the following information:
1. Name of person or group requesting the honorary designation
 2. Designated contact person, address, telephone number and email address
 3. Name and type of honorary designation, A biography of the person to be honored, or a description of the organization, object, or event to be honored, whichever is applicable
 4. An explanation of the reason for the honorary designation

- D. Upon receipt of a complete request, the Council Member receiving the request shall distribute to all City Council Members who will have two weeks to review the proposed honoree, evaluate the request under the approval criteria contained in paragraph E, and respond to the Council Member who received the request with a recommendation to proceed with a resolution or objection to the request. Any objection shall include the basis for the objection and whether additional information or review is needed.
- E. Criteria for approval:
 - 1. If subjects are individuals, they must be Newburgh residents or natives or individuals of particular importance to Newburgh; of enduring or lasting interest to large segments of the City's population or have undertaken an act or acts of enduring or lasting interest to their community; and whose importance to the City or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the City.
 - 2. An application to co-name a street for an individual already honored in a similar fashion will be discouraged.
 - 3. If subjects are organizations, they must be: of particular importance to Newburgh; of enduring or lasting interest to large segments of the City's population that have undertaken acts of enduring or lasting interest; and whose importance to the City or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the City.
- F. Upon recommendation to proceed by the City Council, the complete request shall be sent to the City Manager who will coordinate with the Council Member receiving or sponsoring the request to prepare the request for the next City Council meeting cycle and it shall be the responsibility of the Council Member receiving the request to ensure that the key to the City or other supporting material is prepared and ready for presentation at a City Council meeting.

III. Mayoral Proclamation and City Council Certificates of Appreciation

- A. Nothing in this Honorary Designation Policy shall affect the Mayor's authority to issue or present a Mayoral Proclamation or any City Council Member's authority to issue or present a Certificate of Appreciation.
- B. It shall be the responsibility of the Mayor or the Council Member to ensure that the supporting material is delivered to the City staff in sufficient time to prepare the proclamation or certificates for the presentation date.

HONORARY DESIGNATION POLICY

I. Ceremonial Street Naming Application Process

- A. Definition: Ceremonial street dedication consists of a secondary sign that may be installed above or below an existing street name sign, which does not replace the official street name or cause the need for the re-addressing the street. Ceremonial street dedications may encompass only a portion of an existing street and also may be installed for a predetermined period of time and later removed.
- B. Requests for consideration of a ceremonial street designation on City property shall be sent in writing to the Council Member in whose ward the subject street is located. A Council Member may initiate a request by providing the information required in paragraph C to all City Council Members as provided in paragraph D.
- C. All requests must include the following information:
 - 1. Name of person or group requesting the street name change
 - 2. Designated contact person, address, telephone number and email address
 - 3. Location of proposed ceremonial street dedication, length of street to be affected, bounding streets or other boundaries
 - 4. Proposed ceremonial designation
 - 5. A biography of the person to be honored, or a description of the organization, object, or event to be honored, whichever is applicable
 - 6. An explanation of the reason for the honorary designation
 - 7. A statement of cost from the Superintendent of Public Works for the installation of the proposed honorary street sign.
- D. Upon receipt of a complete request, the Council Member receiving the request shall distribute to all City Council Members who will have two weeks to review the proposed honoree, evaluate the request under the approval criteria contained in paragraph E, and respond to the Council Member who received the request with a recommendation to proceed with a resolution or objection to the request. Any objection shall include the basis for the objection and whether additional information or review is needed.
- E. Criteria for approval:
 - 1. If subjects are individuals, they must be: deceased; Newburgh residents or natives or individuals of particular importance to Newburgh; of enduring or lasting interest to large segments of the City's population or have undertaken an act or acts of enduring or lasting interest to their community; and whose importance to the City or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the City.
 - 2. Individual prospective honorees must be deceased for at least two years prior to consideration. Exceptions may be made however for individuals who die under infamous circumstances of crime, accident, disease, social circumstance, military service or the like, or if the death itself leads to a

greater awareness within society of the cause of death and a concerted effort to address that problem.

3. An application to co-name a street for an individual already honored in a similar fashion will be discouraged.
 4. If subjects are organizations, they must be: of particular importance to Newburgh; of enduring or lasting interest to large segments of the City's population that have undertaken acts of enduring or lasting interest; and whose importance to the City or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the City.
- F. Upon recommendation to proceed by the City Council, the complete request shall be sent to the City Manager and the Corporation Counsel who will have 2 weeks to prepare a resolution for the next City Council meeting cycle, unless the Council is in summer session and then the time to prepare a resolution shall be extended to 4 weeks.
- G. If a resolution is adopted by the City Council, then the party requesting the ceremonial dedication shall deposit funds for the cost of the signage with the City Manager, unless the party making the request is a Council Member. Upon receipt of funds the signage will be supplied and installed by the Department of Public Works in accordance with the City's existing design standards.
- H. It shall be the responsibility of the party requesting the ceremonial dedication to coordinate the dedication and installation through the Office of the City Manager.

II. Key to the City and Other Honorary Designations

- A. Definition: Honorary designations include all ceremonial recognitions except for a ceremonial street naming and Mayoral proclamation or Council Certificate of Appreciation. Examples of such honorary designations include but are not limited to Key to the City, Square dedication and special day designation
- B. Requests for consideration of honorary designations, other than ceremonial street naming, shall be sent in writing to the Mayor or any Council Member. A Council Member may initiate a request by providing the information required in paragraph C to all City Council Members as provided in paragraph D.
- C. All requests must include the following information:
1. Name of person or group requesting the honorary designation
 2. Designated contact person, address, telephone number and email address
 3. Name and type of honorary designation, A biography of the person to be honored, or a description of the organization, object, or event to be honored, whichever is applicable
 4. An explanation of the reason for the honorary designation

- D. Upon receipt of a complete request, the Council Member receiving the request shall distribute to all City Council Members who will have two weeks to review the proposed honoree, evaluate the request under the approval criteria contained in paragraph E, and respond to the Council Member who received the request with a recommendation to proceed with a resolution or objection to the request. Any objection shall include the basis for the objection and whether additional information or review is needed.
- E. Criteria for approval:
 - 1. If subjects are individuals, they must be Newburgh residents or natives or individuals of particular importance to Newburgh; of enduring or lasting interest to large segments of the City's population or have undertaken an act or acts of enduring or lasting interest to their community; and whose importance to the City or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the City.
 - 2. An application to co-name a street for an individual already honored in a similar fashion will be discouraged.
 - 3. If subjects are organizations, they must be: of particular importance to Newburgh; of enduring or lasting interest to large segments of the City's population that have undertaken acts of enduring or lasting interest; and whose importance to the City or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the City.
- F. Upon recommendation to proceed by the City Council, the complete request shall be sent to the City Manager who will coordinate with the Council Member receiving or sponsoring the request to prepare the request for the next City Council meeting cycle and it shall be the responsibility of the Council Member receiving the request to ensure that the key to the City or other supporting material is prepared and ready for presentation at a City Council meeting.

III. Mayoral Proclamation and City Council Certificates of Appreciation

- A. Nothing in this Honorary Designation Policy shall affect the Mayor's authority to issue or present a Mayoral Proclamation or any City Council Member's authority to issue or present a Certificate of Appreciation.
- B. It shall be the responsibility of the Mayor or the Council Member to ensure that the supporting material is delivered to the City staff in sufficient time to prepare the proclamation or certificates for the presentation date.

HONORARY DESIGNATION POLICY

I. Ceremonial Street Naming Application Process

- A. Definition: Ceremonial street dedication consists of a secondary sign that may be installed above or below an existing street name sign, which does not replace the official street name or cause the need for the re-addressing the street. Ceremonial street dedications may encompass only a portion of an existing street and also may be installed for a predetermined period of time and later removed.
- B. Requests for consideration of a ceremonial street designation on City property shall be sent in writing to the Council Member in whose ward the subject street is located. A Council Member may initiate a request by providing the information required in paragraph C to all City Council Members as provided in paragraph D.
- C. All requests must include the following information:
 - 1. Name of person or group requesting the street name change
 - 2. Designated contact person, address, telephone number and email address
 - 3. Location of proposed ceremonial street dedication, length of street to be affected, bounding streets or other boundaries
 - 4. Proposed ceremonial designation
 - 5. A biography of the person to be honored, or a description of the organization, object, or event to be honored, whichever is applicable
 - 6. An explanation of the reason for the honorary designation
 - 7. A statement of cost from the Superintendent of Public Works for the installation of the proposed honorary street sign.
- D. Upon receipt of a complete request, the Council Member receiving the request shall distribute to all City Council Members who will have two weeks to review the proposed honoree, evaluate the request under the approval criteria contained in paragraph E, and respond to the Council Member who received the request with a recommendation to proceed with a resolution or objection to the request. Any objection shall include the basis for the objection and whether additional information or review is needed.
- E. Criteria for approval:
 - 1. If subjects are individuals, they must be: deceased; Newburgh residents or natives or individuals of particular importance to Newburgh; of enduring or lasting interest to large segments of the City's population or have undertaken an act or acts of enduring or lasting interest to their community; and whose importance to the City or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the City.
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greater awareness within society of the cause of death and a concerted effort to address that problem.

3. An application to co-name a street for an individual already honored in a similar fashion will be discouraged.
 4. If subjects are organizations, they must be: of particular importance to Newburgh; of enduring or lasting interest to large segments of the City's population that have undertaken acts of enduring or lasting interest; and whose importance to the City or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the City.
- F. Upon recommendation to proceed by the City Council, the complete request shall be sent to the City Manager and the Corporation Counsel who will have 2 weeks to prepare a resolution for the next City Council meeting cycle, unless the Council is in summer session and then the time to prepare a resolution shall be extended to 4 weeks.
- G. If a resolution is adopted by the City Council, then the party requesting the ceremonial dedication shall deposit funds for the cost of the signage with the City Manager, unless the party making the request is a Council Member. Upon receipt of funds the signage will be supplied and installed by the Department of Public Works in accordance with the City's existing design standards.
- H. It shall be the responsibility of the party requesting the ceremonial dedication to coordinate the dedication and installation through the Office of the City Manager.

II. Key to the City and Other Honorary Designations

- A. Definition: Honorary designations include all ceremonial recognitions except for a ceremonial street naming and Mayoral proclamation or Council Certificate of Appreciation. Examples of such honorary designations include but are not limited to Key to the City, Square dedication and special day designation
- B. Requests for consideration of honorary designations, other than ceremonial street naming, shall be sent in writing to the Mayor or any Council Member. A Council Member may initiate a request by providing the information required in paragraph C to all City Council Members as provided in paragraph D.
- C. All requests must include the following information:
1. Name of person or group requesting the honorary designation
 2. Designated contact person, address, telephone number and email address
 3. Name and type of honorary designation, A biography of the person to be honored, or a description of the organization, object, or event to be honored, whichever is applicable
 4. An explanation of the reason for the honorary designation

- D. Upon receipt of a complete request, the Council Member receiving the request shall distribute to all City Council Members who will have two weeks to review the proposed honoree, evaluate the request under the approval criteria contained in paragraph E, and respond to the Council Member who received the request with a recommendation to proceed with a resolution or objection to the request. Any objection shall include the basis for the objection and whether additional information or review is needed.
- E. Criteria for approval:
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- F. Upon recommendation to proceed by the City Council, the complete request shall be sent to the City Manager who will coordinate with the Council Member receiving or sponsoring the request to prepare the request for the next City Council meeting cycle and it shall be the responsibility of the Council Member receiving the request to ensure that the key to the City or other supporting material is prepared and ready for presentation at a City Council meeting.

III. Mayoral Proclamation and City Council Certificates of Appreciation

- A. Nothing in this Honorary Designation Policy shall affect the Mayor's authority to issue or present a Mayoral Proclamation or any City Council Member's authority to issue or present a Certificate of Appreciation.
- B. It shall be the responsibility of the Mayor or the Council Member to ensure that the supporting material is delivered to the City staff in sufficient time to prepare the proclamation or certificates for the presentation date.