



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

May 28, 2019
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence (Prayer)/ Momento de Silencio (Rezo)
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Comunicaciones

4. Approval of the Minutes of the City Council Meeting on May 13, 2019 and the Special City Council Meeting of May 22, 2019
Aprobacion del Acta de la reunion del 13 de mayo de 2019 y de la reunion Especial del Concejal del 22 de mayo de 2019

Presentations/Presentaciones

5. Presentation regarding Census 2020
Presentación sobre el Censo 2020
6. Presentation of a Key to the City of Newburgh to Joe Alvarez of We Are Newburgh for his Contributions to the City of Newburgh and a Presentation of a Certificate of Recognition for Maritza Wilson for her volunteer work with "We are Newburgh"
Una presentación de la Llave de la Ciudad a Joe Alvarez de "We Are Newburgh" por sus contribuciones a la Ciudad de Newburgh y una presentacion de un certificado de reconocimiento a Maritza Wilson por su trabajo voluntario con "We are Newburgh".

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

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

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

7. Resolution No. 122-2019 - Proposal from ACA Environmental for Asbestos

Abatement at Wastewater Treatment Plant

Resolution authorizing the Interim City Manager/City Manager to accept a proposal and execute an agreement with ACA Environmental Services, Inc. for asbestos abatement at the Wastewater Treatment Plant at a cost of \$8,950.00. (Jason Morris)

Una resolución autorizando al Gerente Interino de la Ciudad/Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con ACA Environmental Services, Inc. Para la eliminación de asbestos en la Planta de Tratamiento de Aguas Residuales a un costo de \$8,950.00. (Jason Morris)

8. Resolution No. 123-2019 - Asbestos Abatement Third Party Monitoring Proposal with QUEST

Resolution authorizing the Interim City Manager/City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. in the amount of \$1,240.00 for asbestos abatement management and third-party air monitoring services at the Wastewater Treatment Plant. (Jason Morris)

Una resolución autorizando al Gerente Interino de la Ciudad/ Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con “Quality Environmental Solutions & Technologies, Inc.” Por la cantidad de \$1,240.00 para la administración de asbestos y servicios de supervisión aérea por terceros en la Planta de Tratamiento de Aguas Residuales. (Jason Morris)

9. Resolution No. 124 - 2019 - PIN 8005.26 Broadway Pedestrian and Traffic Signal Improvements Master Federal-Aid Local Project Agreement

Resolution authorizing the Interim City Manager/City Manager to execute a Master Federal-Aid Local Project Agreement with the New York State Department of Transportation to fund in the first instance 100% of the Federal-Aid and Non-Federal Aid eligible costs to fund the preliminary engineering, final design and right-of-way incidental phases for the Broadway Pedestrian Traffic Signal Improvements Program. (Jason Morris)

Una resolución autorizando al Gerente Interino de la Ciudad/ Gerente de la Ciudad a ejecutar un Acuerdo Maestro del Proyecto Local de Ayuda Federal con el Departamento de Transportación del Estado de Nueva York para financiar en primera instancia 100% de los costos elegibles de Ayuda Federal y No Federal para financiar la fases preliminares de ingeniería, diseño final y derecho de paso incidental para el Programa de Mejoras de Señal de Tráfico Peatonal de Broadway. (Jason Morris)

10. Resolution No. 125-2019 - Award of Bid No. 15.19 to Consorti Brothers Paving and Sealcoating, Inc. for ADA Curb Ramp Rehabilitation - Phase 1B

Resolution authorizing the award of a bid and the execution of a contract with

Consorti Bros. Paving & Sealcoating, Inc. for the ADA Curb Ramp Rehabilitation Phase 1B Construction Project for the City of Newburgh in an amount not to exceed \$1,521,110.27. (Jason Morris)

Una resolución autorizando la otorgación de una licitación y la ejecución de un contrato con "Consorti Bros. Paving & Sealcoating, Inc." Para el Proyecto de Construcción Fase 1B de la Rehabilitación de Rampas de acuerdo con la Ley de Estadounidenses con Discapacidades conocido por sus siglas en ingles ADA para la Ciudad de Newburgh por una cantidad que no exceda \$1,521,110.27. (Jason Morris)

11. Resolution No. 126-2019 - CodeRED- Reverse 911 Software

Resolution authorizing the Interim City Manager/City Manager to execute a contract with Onsolve, LLC for CodeRED on-demand notification services for the amount of \$28,500.00.

Una resolución autorizando al Gerente Interino de la Ciudad/Gerente de la Ciudad a ejecutar un contrato con "Onsolve, LLC" para servicios de notificación a pedido para CodeRED por la cantidad de \$28,500.00.

12. Resolution No. 127-2019 - License Agreement with Strongroom for the Use of the City Club

Resolution authorizing the City Manager/Interim City Manager to enter into a license agreement with Strongroom to allow use and access to the Newburgh City Club located at 120 Grand Street (Section 24, Block 2, Lot 17) for an artwork display. (Ali Church)

Una resolución autorizando al Gerente de la Ciudad/Gerente Interino de la Ciudad a entrar en un acuerdo de licenciatura con Strongroom para permitir el use y acceso al Club de la Ciudad de Newburgh ubicado en la 120 de la Calle Grand (Sección 24, Bloque 2, Lote 17) para demostración de arte. (Ali Church)

13. Resolution No. 128-2019 - Award of Contract for Professional Services to NYCET for Community Engagement regarding Cities RISE

Resolution authorizing the City Manager/Interim City Manager to execute a professional services contract with New York Civic Engagement Table to facilitate community engagement activities in connection with a Cities RISE Phase II grant. (Ali Church)

Una resolución autorizando al Gerente de la Ciudad/Gerente Interino de la Ciudad a ejecutar un contrato de servicios profesionales con el "New York Civic Engagement Table" para facilitar actividades de participación comunitaria en conexión con una subvención Fase II de Cities RISE. (Ali Church)

14. Resolution No. 129-2019 - Satisfaction of Judgment - 109 South William

Street

Resolution authorizing the Interim City Manager/City Manager to execute Satisfactions of Judgment in connection with the sale of the premises located at 109 South William Street (Section 45, Block 4, Lot 5) to BOM Newburgh LLC. (Michelle Kelson)

Una resolución autorizando al Gerente Interino de la Ciudad/Gerente de la Ciudad a ejecutar Satisfacciones de Juicio en conexión con la venta de las instalaciones ubicadas en la 109 de la Calle South William (Sección 45, Bloque 4, Lote 5) a BOM newburgh LLC. (Michelle Kelson)

15. Resolution No. 130-2019 - 2019 Bullet Proof Vest Partnership

Resolution authorizing the Interim City Manager to apply for and accept if awarded a grant from the United States Department of Justice Assistance under the 2019 Bulletproof Vest Partnership in the amount of \$15,156.00 with a fifty percent match to be paid out of Police funds. (Chief Solomon)

Una resolución autorizando al Gerente Interino de la Ciudad a solicitar y aceptar si es otorgado una subvención del Departamento de Asistencia Judicial de los Estados Unidos bajo la Asociación de Chaleco Antibalas 2019 por la cantidad de \$15,156.00 igualando los fondos en un cincuenta por ciento el cual será pagado de los fondos Policiales. (Jefe Solomon)

16. Resolution No. 131-2019 - Historic Roadside Marker Grant Program

Resolution authorizing the Interim City Manager/City Manager to apply for and accept if awarded a William G. Pomeroy Foundation NYS Historic Marker Program grant in the amount of \$1,100.00 for a roadside marker to be placed in Downing Park.

Una resolución autorizando al Gerente Interino de la Ciudad/Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa Marcador Histórico de NYS de la Fundación William G. Pomeroy por el monto de \$1,100.00 para que un marcador al borde de la carretera sea puesto en el Parque Downing.

17. Resolution No. 132-2019 - 39B Johnston Street - Police Substation Lease

Resolution authorizing the City Manager/Interim City Manager to enter into a lease agreement with Safe Harbors of the Hudson, Inc. for the use of a portion of 39B Johnston Street for a City of Newburgh Police Department substation. (Joseph Donat)

Una resolución autorizando al Gerente de la Ciudad/Gerente Interino de la Ciudad a entrar en un acuerdo de arrendamiento con "Safe Harbors of the Hudson, Inc." Para el uso de una porción del 39B de la Calle Johnston para una subestación del Departamento de Policía de la Ciudad de Newburgh. (Joseph Donat)

18. Resolution No. 133-2019 - Transportation Advisory Committee appointments

Resolution appointing A.J. Sumahit and Elizabeth Velez to the Transportation Advisory Committee.

Una resolución nombrando a A.J. Sumahit y Elizabeth Velez al Comité Consultivo de Transportación.

19. Resolution No. 134-2019 - Consent Judgment for STABILATAS LLC

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the Tax Certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index Nos. 5874-2017- & 7871-2018 involving Section 29, Block 6, Lot 5 (STABILATAS LLC)

Una resolución aprobando el consentimiento de sentencia y autorizando al Gerente de la Ciudad a firmar dicho consentimiento de sentencia en conexión con los procedimientos de impuestos certiorari en contra de la Ciudad de Newburgh en la Corte Suprema del Condado de Orange el cual porta los números de índice 5874-2017 y 7871-2018 involucrando la sección 29, bloque 6, lote 5 (STABILATAS LLC)

20. Resolution No. 135-2019 - Consent Judgment for Woods Hill Newburgh LLC

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the Tax Certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index Nos. 5871-2017 & 7948-2018 involving Section 14, Block 3 Lots 26.52, 26.2 & 26.4 (Woods Hill Newburgh LLC)

Una resolución aprobando el consentimiento de sentencia y autorizando al Gerente de la Ciudad a firmar dicho consentimiento de sentencia en conexión con los procedimientos de impuestos certiorari en contra de la Ciudad de Newburgh en la Corte Suprema del Condado de Orange el cual porta los números de índice 5871-2017 y 7948-2018 involucrando la sección 14, bloque 3, lote 26.52, 26.2 y 26.4 (WOODS HILL NEWBURGH LLC)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 122 - 2019

OF

MAY 28, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER/CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
ACA ENVIRONMENTAL SERVICES, INC. FOR ASBESTOS ABATEMENT
AT THE WASTEWATER TREATMENT PLANT AT A COST OF \$8,950.00**

WHEREAS, asbestos were found in certain pipes in the Sludge Disposal Building at the City of Newburgh Wastewater Treatment Plant; and

WHEREAS, the City solicited proposals from qualified contractors to complete the asbestos abatement at the Wastewater Treatment Plant and ACA Environmental Services, Inc. submitted a proposal for the work at the lowest cost; and

WHEREAS, the cost for the asbestos removal and disposal will be \$8,950.00, and funding shall be derived from G.8130.0200; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work 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 Interim City Manager/City Manager be and he is hereby authorized to accept a proposal and execute an agreement with ACA Environmental Services, Inc. for asbestos abatement for the City of Newburgh Wastewater Treatment Plant at a total cost of \$8,950.00.



ACA ENVIRONMENTAL SERVICES, INC.

May 9, 2019
Via E-Mail
JMorris@cityofnewburgh-ny.gov

To: Mr. Jason C. Morris, City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

From: Mr. Fred Lattrell
ACA Environmental Services, Inc.
One Hayes Street
Elmsford, New York 10523

Subject: Proposal for asbestos abatement services to be rendered at the Waste Water Treatment Plant, Two Renwick Street, Newburgh, New York 12550.

Site Visit: May 2, 2019
Jason C. Morris - City of Newburgh
Fred Lattrell - ACA Environmental Services, Inc.

SCOPE OF WORK

The scope of work for this project is the removal and disposal of the following asbestos-containing materials, as detailed at the Site Visit:

Sludge Disposal Building

- 20 pipe fittings in back of Northwest Corner.
- 5 pipe fittings, adjacent to Overhead Door.

The procedures to be utilized will be in accordance with New York State Department of Labor, US Environmental Protection Agency, and OSHA Regulations.

Our price for the removal stated above is: **\$ 8,950.00**
(Price includes prevailing wages and ACA will provide certified payroll.)

- Continued on Next Page -

QUALIFICATIONS

- Our price includes all labor, materials, equipment, supervision, and project management.
- Our price is based on quantities and locations as per proposal provided.
- Please be advised that ACA will need to restrict 25 feet around all containments to ACA personnel only.
- Access to work areas will be restricted to ACA employees for the duration of the project.

OWNER RESPONSIBILITIES

- Owner is to provide access to water and electric.
- All moveable objects are to be cleared from work areas by others prior to ACA arriving on site.
- Steam pipes must be shut down during abatement.
- Owner to provide third party air monitoring for project.
- ACA will provide regulatory compliant building occupant notice to be posted by owner.

EXCLUSIONS

- Phasing of project.
- Overtime.
- Reinsulation.

This scope of work is being supplied to facilitate your renovations, therefore, we will provide under separate cover a Capital Improvement Certificate, which must be completed and returned prior to abatement commencement. If specified named or project insurance endorsements are required, additional costs will be applicable.

Should you accept this proposal, please complete the information below, and fax to our office at (914) 965-7597. Once this signed proposal has been received by our office, we will schedule the project.

Owner:	_____	Contractor:	ACA Environmental Services, Inc.
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	Fred Lattrell
Title:	_____	Title:	Vice President
Date:	_____	Date:	_____

We appreciate the opportunity to present this proposal to you and hope that we may be of assistance in the near future. Should you have any questions, please feel free to call.

Very truly yours,



Fred Lattrell
Vice President

RESOLUTION NO.: 123 - 2019

OF

MAY 28, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER/CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC.
IN THE AMOUNT OF \$1,240.00 FOR ASBESTOS ABATEMENT MANAGEMENT AND
THIRD-PARTY AIR MONITORING SERVICES
AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, asbestos were found in certain pipes in the Sludge Disposal Building at the City of Newburgh Wastewater Treatment Plant; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. has submitted a proposal for asbestos abatement management and monitoring and third-party asbestos air monitoring for the asbestos abatement at the Wastewater Treatment Plant; and

WHEREAS, the cost for these services will be \$1,240.00 and funding shall be derived from G.8130.0200; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work 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/Interim City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement management and monitoring and third-party asbestos air monitoring at a cost of \$1,240.00 for asbestos abatement at the City of Newburgh Wastewater Treatment Plant.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

May 15, 2019

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: City of Newburgh Wastewater Treatment Plant – Sludge Disposal Building
Request for Proposal – Asbestos Abatement Monitoring Services

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. **Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached proposal to provide asbestos abatement monitoring services within the Sludge Disposal Building, at the City of Newburgh Wastewater Treatment Plant, located at 2 Renwick Street, Newburgh, NY 12550.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T's** extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Rudy Lipinski - LEED® AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

ASBESTOS ABATEMENT MONITORING SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
WASTEWATER TREATMENT PLANT
2 Renwick Street
Newburgh, NY 12550

QuES&T agrees to provide the following services:

Asbestos Abatement Management and Monitoring

Item 1: Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)

- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.

Item 2: Third Party Asbestos Air Monitoring

- **QuES&T** will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site Specific Variances utilized in the conduct of this project.

ASBESTOS ABATEMENT MONITORING SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
WASTEWATER TREATMENT PLANT
2 Renwick Street
Newburgh, NY 12550

COST ESTIMATE

➤ <u>ASBESTOS ABATEMENT MONITORING SERVICES</u>	
Project Monitor "Weekday" Labor (1 Tech, 2 Shifts @ \$400/shift)	\$ 800.00
3-hr. TAT "Background" PCM Air Sample Analysis (8 @ \$20/each)	\$ 160.00
3-hr. TAT "Clearance" PCM Air Sample Analysis (8 @ \$20/each)	\$ 160.00
Travel and Misc. Materials	\$ 120.00
Estimated Total:	\$ 1,240.00

NOTES:

1. Client shall be charged for actual services rendered and/or samples analyzed.
2. Sample analysis turnaround time begins when samples are received within the laboratory and does not include holidays.

.....
ACCEPTANCE OF PROPOSAL #P19-6371

.....
To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.

Payment Terms: *Payment Shall Be Net 30 Days; Following Delivery Of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.*

City of Newburgh - Authorized Representative:

By _____ Joseph P. Donat, Interim City Manager _____
Signature Print Name & Title Date
*Per Resolution No. -2019

RESOLUTION NO.: 124 - 2019

OF

MAY 28, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER/CITY MANAGER
TO EXECUTE A MASTER FEDERAL-AID LOCAL PROJECT AGREEMENT
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO FUND IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND NON-FEDERAL
AID ELIGIBLE COSTS TO FUND THE PRELIMINARY ENGINEERING, FINAL DESIGN
AND RIGHT-OF-WAY INCIDENTALS PHASES
FOR THE BROADWAY PEDESTRIAN TRAFFIC SIGNAL IMPROVEMENTS PROGRAM**

WHEREAS, a Project for the City of Newburgh Broadway Pedestrian Traffic Signal Improvements in the City of Newburgh, Orange County, PIN 8005.26 (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 80% federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidentals;

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 in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering and right-of-way incidentals work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$850,000.00 is hereby appropriated from the OCTC TIP Reserve Fund and made available to cover the cost of participation in the above phase of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager/ Interim City Manager thereof, and it is further

RESOLVED, that the City Manager/Interim City Manager of the City of Newburgh be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requires for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh 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 municipality's first instance 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 in addition to the City Manager/Interim City Manager the following municipal titles: Superintendent of Public Works, City Engineer, City Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

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)

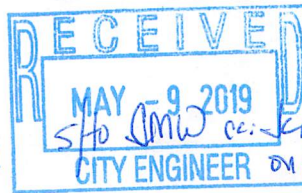
I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ 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



**Department of
Transportation**



ANDREW M. CUOMO
Governor
LANCE MacMILLAN, P.E.
Regional Director

May 7, 2019

Mr. Chad Wade, R.L.A., Assistant City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**RE: PIN 8005.26, BROADWAY PEDESTRIAN AND
TRAFFIC SIGNAL IMPROVEMENTS
CITY OF NEWBURGH, ORANGE COUNTY**

Dear Mr. Wade:

Enclosed are eight (8) Master Federal-Aid Local Project Agreements for the recently 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 aid projects. It is the sponsor's responsibility to monitor the use of this reporting system for both consultants and contractors.

Mr. Chad Wade, R.L.A.
May 7, 2019
Page Two

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.**

Per the Federal Highway Administration (FHWA) the funding for the phases within this agreement cannot be obligated until the agreement is returned to this office locally-executed. To ensure that the funding programmed for this project on the State Transportation Improvement Program (STIP) does not lapse, the City of Newburgh should return this agreement as soon as possible.

Your assistance in having the resolution passed and the agreement signed is appreciated.

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.

Enclosed for your records is a copy of the fully-approved Initial Project Proposal and Project Management Plan. Please be advised the Project Management Plan is a living document subject to completion throughout the project progression. The return of this document is an initial acknowledgement on behalf of the Department and is under the sole responsibility of the City of Newburgh to ensure the Project Management Plan is completed accordingly.

As the project progresses, the sponsor will need to update the appropriate fields within the Project Management Plan as each milestone is reached throughout the life of the project. It is imperative that this Project Management Plan is submitted to our office at the completion of each milestone in the event the Federal Highway Administration audits the project process.

Mr. Chad Wade, R.L.A.
May 7, 2019
Page Three

While primary responsibility for progression of this project lies with the City of Newburgh, the Region 8 Local Projects Unit is available to provide guidance as you progress your local project, and will monitor your activities for compliance with federal and state requirements. Questions concerning project development should be directed to the appropriate person in the Local Projects Unit:

Dania Anziani	(845) 431-5774	danial.anziani@dot.ny.gov
funding, agreements, reimbursement requests & consultant procurement		
Marshall Gioia	(845) 431-5804	marshall.gioia@dot.ny.gov
funding, agreements, reimbursement requests & consultant procurement		
Steve MacAvery	(845) 431-5815	steve.macavery@dot.ny.gov
preliminary design, detailed design, environmental procedures, bidding & Award documentation		
Noel Harris	(845) 431-5717	noel.harris@dot.ny.gov
bidding and construction / inspection procedures/Civil Rights Compliance		

Sincerely,



Marshall Gioia
Contract Management Specialist
Region 8 Local Projects Unit

Enclosures

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Broadway Pedestrian and Traffic Signal Improvements in the City of Newburgh, PIN 8005.26 (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 80% Federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidentals.

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 in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering and right-of-way incidentals work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$850,000** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council 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 the City Manager of the City of Newburgh be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh 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 municipality's first instance 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 in addition to the City Manager, the following municipal titles:

Mayor, City Engineer, City Comptroller, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

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

MUNICIPALITY/SPONSOR: City of Newburgh

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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 Interim 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 8005.26, Broadway Pedestrian and Traffic Signal Improvements, 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. _____ adopted at meeting held on _____ 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 Interim 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

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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, P.E.

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 / Chad Wade, R.L.A.

Title: Interim City Manager / Project Manager

Address: 83 Broadway, Newburgh, NY 12550

Telephone Number: 845-569-7398 / 845-569-7446

Facsimile Number: 845-569-7349

E-Mail Address: cwade@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: 8005.26 BIN: N/A

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: _____
*As per Resolution No.

By: _____

Print Name: Joseph P. Donat

Print Name: Michelle Kelson, Corporation Counsel

Title: Interim City Manager

MUNICIPALITY/SPONSOR FINANCE:

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

By: _____

Print Name: Todd Venning, City Comptroller

On this _____ day of _____, 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 12550; that he/she is the
Interim 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 _____ 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
8005.26.121	Current	STP	\$800,000.00	\$640,000.00	\$0.00	\$160,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
8005.26.221	Current	STP	\$50,000.00	\$40,000.00	\$0.00	\$10,000.00
	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
TOTAL CURRENT COSTS:			\$850,000.00	\$680,000.00	\$ 0.00	\$170,000.00

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
\$680,000.00	\$ 0.00	\$ 0.00	\$170,000.00	\$850,000.00

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

Phase/Sub-phase/Task	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 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 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.newnycontracts.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.

RESOLUTION NO.: 125 - 2019

OF

MAY 28, 2019

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH CONSORTI BROS. PAVING & SEALCOATING, INC. FOR THE
ADA CURB RAMP REHABILITATION PHASE 1B CONSTRUCTION PROJECT
FOR THE CITY OF NEWBURGH
IN AN AMOUNT NOT TO EXCEED \$1,521,110.27**

WHEREAS, the City of Newburgh duly re-advertised for bids in connection with the ADA Curb Ramp Rehabilitation Phase 1B Construction Project (the "Project") in the northeast section of the City of Newburgh; and

WHEREAS, three (3) bids were duly received and opened and Consorti Bros. Paving & Seal Coating, Inc. is the most responsible low bidder; and

WHEREAS, funding for the Project shall be derived CDBG and CHIPS as follows: CD1.8065.0448.0562.2016 in the amount of \$21,774.57; CD1.8686.0400.8030.2018 in the amount of \$373,770.34; CD1.8686.0400.8030.2019 in the amount of \$51,000.00; and A.5112.0206 in the amount of \$1,074,565.36;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the ADA Curb Ramp Rehabilitation Phase 1B Construction Project for the City of Newburgh be and it hereby is awarded to Consorti Bros. Paving & Seal Coating, Inc., in an amount not to exceed \$1,521,110.27; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager/Interim City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Unofficial Low Bid Tabulation

City of Newburgh, NY

Project: Bid #15.19 - (Rebid) ADA Curb Ramp Rehabilitation - Phase IB

Bid Opening: Thursday, May 9, 2019 at 11:00 a.m., local time

Public Opening: Began at 11:00 AM Closed at 11:18 AM

Present from City: Helen Reilly, Acting City Comptroller (witness of bid openings)
Chad Wade, Assistant City Engineer (opened and read aloud bids received)
Elizabeth Garrison, Administrative Assistant (recorded bid results)

Contractors Present: Angelo, Upstate Concrete & Masonry
Manny, A-Tech Concrete
Matthew, Consorti Brothers

Bidder Name	Lump Sum Bid Price
Consorti Brothers	\$1,521,110.27
A-Tech Concrete	\$1,899,500.00
Upstate Concrete	\$372,450.00

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

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

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

DESCRIPTION	BID PRICE
Intersection No. 1	\$ 127,000.27
Intersection No. 5	\$ 63,500.00
Intersection No. 7	\$ 2,250.00
Intersection No. 8	\$ 63,500.00
Intersection No. 11	\$ 95,250.00
Intersection No. 17	\$ 106,650.00
Intersection No. 19	\$ 63,500.00
Intersection No. 20	\$ 66,500.00
Intersection No. 21	\$ 63,500.00
Intersection No. 22	\$ 117,060.00
Intersection No. 23	\$ 63,500.00
Intersection No. 24	\$ 63,500.00
Intersection No. 131	\$ 63,500.00
Intersection No. 132	\$ 63,500.00
Intersection No. 133	\$ 130,900.00
Intersection No. 134	\$ 63,500.00

Intersection No. 135 \$ 127,000.00

Intersection No. 136 \$ 127,000.00

Contingency, paid out as required based upon unit prices provided in Part 5 below. \$ 50,000

LUMP SUM BASE BID PRICE:

one million, five hundred twenty-one thousand, one hundred and ten dollars and twenty-seven cents \$ 1,521,110.27

Text *Numerical*

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

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
Additional Saw-Cut Asphalt	TBD	LF	\$ <u>20.00</u>
Additional Asphalt Pavement	TBD	SF	\$ <u>25.00</u>
Additional Pavement Striping	TBD	LF	\$ <u>7.00</u>
Additional Street Signage	TBD	EA	\$ <u>500.00</u>
Additional Concrete Sidewalk	TBD	SF	\$ <u>65.00</u>
Additional Bluestone Sidewalk	TBD	SF	\$ <u>65.00</u>
Additional Concrete Curb	TBD	LF	\$ <u>150.00</u>
Additional Granite Curb	TBD	LF	\$ <u>200.00</u>
Additional Concrete ADA Ramp	TBD	EA	\$ <u>10,000.00</u>
Additional Bluestone ADA Ramp	TBD	EA	\$ <u>10,000.00</u>
Additional Inlet Protection	TBD	EA	\$ <u>1,850.00</u>
Additional Rim Adjustment	TBD	EA	\$ <u>3,000.00</u>

- 4.6 BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

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

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

RESOLUTION NO.: 126 - 2019

OF

MAY 28, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER/CITY MANAGER
TO EXECUTE A CONTRACT WITH ONSOLVE, LLC
FOR CODERED ON-DEMAND NOTIFICATION SERVICES
FOR THE AMOUNT OF \$28,500.00**

WHEREAS, the City of Newburgh wishes to improve its ability to provide important alerts and notifications to its residents and stakeholders; and

WHEREAS, Onsolve, LLC has submitted an agreement to provide CodeRED on-demand notification services to the City of Newburgh; and

WHEREAS, the agreement is for a 3-year term at cost of \$9,500.00 in each year for a total contract cost of \$28,500.00 with funding in the first year to be derived from A.1680.453 in the amount of \$4,750.00; F.8310.448 in the amount of \$3,800.00; G.8120.448 in the amount of \$475.00; and S.8160.448 in the amount of \$475.00; and

WHEREAS, this Council has reviewed the attached agreement and has determined that executing same under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he is hereby authorized to execute a contract for a 3-year term at a total cost of \$28,500.00 with Onsolve, LLC to provide CodeRED on-demand notification services to the City of Newburgh.

RESOLUTION NO.: 127 - 2019

OF

MAY 28, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER/INTERIM CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH STRONGROOM
TO ALLOW USE AND ACCESS TO THE NEWBURGH CITY CLUB
LOCATED AT 120 GRAND STREET (SECTION 24, BLOCK 2, LOT 17)
FOR AN ARTWORK DISPLAY**

WHEREAS, Strongroom, a non-profit organization producing contemporary art installations, has invited artist Martin Roth to propose a site-specific work in the City of Newburgh; and

WHEERAS, Strongroom and Martin Roth propose a homage to Andrew Jackson Downing in the only building of his design still standing in the City of Newburgh in the form of a condensed version of Andrew Jackson Downing's original design for New York City's Central Park to be installed inside the walls of the City Club located at 120 Grand Street, more accurately described as Section 24, Block 2, Lot 17 on the official Tax Map of the City of Newburgh, and open for the public to observe and enjoy; and

WHEREAS, the proposed installation would include paths and benches for the public to enjoy along with a subtle sound system to reflect the sounds of the growing plants and movement by people and nature among them to create a "natural" concert hall; and

WHEREAS, by Resolution No. 251-2017 of September 11, 2017, the City Council authorized the City Manager to execute a license agreement for the proposed art installation; and

WHEREAS, additional time was required to raise sufficient funding and complete the required engineering work in order to install the proposed art installation; and

WHEREAS, Strongroom has requested additional time and an extension of the license agreement to install the project in the summer of 2019; and

WHEREAS, this Council has determined that extending the term and entering into a new license agreement 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/Interim City Manager be and he is hereby authorized to enter into the attached license agreement with Strongroom to allow access to City-owned property known as the City Club located at 120 Grand Street (Section 24, Block 2, Lot 17) 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

STRONGROOM, a non-profit corporation with an address of 234 Grand Street, Newburgh, New York 12550 (“Licensee”).

WHEREAS, the City is the owner of the City Club located at 120 Grand Street in the City of Newburgh, and more accurately described as Section 24, Block 2, Lot 17 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;

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

Section 1. Grant of License. The City hereby represents that it owns the City Club, located at 120 Grand Street in the City of Newburgh, and more accurately described as Section 24, Block 2, Lot 17 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 located at 120 Grand Street, in the City of Newburgh, New York, and taking thereupon such vehicles, 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.

Section 2. Use of and Access to 120 Grand Street (“the City Club”). Entry to the City Club is limited to the use and access necessary to install and display a temporary art exhibit for public viewing. Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall perform regular trash clean-up and maintenance of the grounds around the City Club. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of work in or on the City Club. Licensee acknowledges that the City intends to convey the City Club to a developer and shall cooperate with the City’s developer, and its partners, employees, agents and contractors, in connection with any and all pre-development activities that may be authorized by the City 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 at the time of the public opening of the installation 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. Prior to the public opening and for the purpose of creating the installation, Licensee shall maintain liability insurance in the amount of \$1,000,000.00 per occurrence.

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

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

Section 6. Term of License. The license or privilege hereby given shall commence upon the signing of this licensee agreement and shall expire without further notice to either party to the other on the earlier of the conveyance of the City Club by the City to a third party or midnight May 31, 2019.

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

Section 8. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 6, with or without cause, on at least thirty (30) 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 ten (10) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

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

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. 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, Interim City Manager
Per Resolution No.:

STRONGROOM
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

TODD VENNING
City Comptroller

RESOLUTION NO.: 251 - 2017

OF

SEPTEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH STRONGROOM TO ALLOW USE AND ACCESS TO
THE NEWBURGH CITY CLUB LOCATED AT 120 GRAND STREET
(SECTION 24, BLOCK 2, LOT 17) FOR AN ARTWORK DISPLAY**

WHEREAS, Strongroom, a non-profit organization producing contemporary art installations, has invited artist Martin Roth to propose a site-specific work in the City of Newburgh; and

WHEREAS, Strongroom and Martin Roth propose a homage to Andrew Jackson Downing in the only building of his design still standing in the City of Newburgh in the form of a condensed version of Andrew Jackson Downing's original design for New York City's Central Park to be installed inside the walls of the City Club located at 120 Grand Street, more accurately described as Section 24, Block 2, Lot 17 on the official Tax Map of the City of Newburgh, and open for the public to observe and enjoy; and

WHEREAS, the proposed installation would include paths and benches for the public to enjoy along with a subtle sound system to reflect the sounds of the growing plants and movement by people and nature among them to create a "natural" concert hall; and

WHEREAS, the proposed art installation requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Strongroom to allow access to City-owned property known as the City Club located at 120 Grand Street (Section 24, Block 2, Lot 17) for the purpose of installing and displaying a temporary art exhibit for public viewing.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of Nov. 28, 2017, 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

STRONGROOM", a non-profit corporation with an address of 234 Grand St. Newburgh ("Licensee").

WHEREAS, the City is the owner of the City Club located at 120 Grand Street in the City of Newburgh, and more accurately described as Section 24, Block 2, Lot 17 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;

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

Section 1. Grant of License. The City hereby represents that it owns the City Club, located at 120 Grand Street in the City of Newburgh, and more accurately described as Section 24, Block 2, Lot 17 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 located at 120 Grand Street, in the City of Newburgh, New York, and taking thereupon such vehicles, 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.

Section 2. Use of and Access to 120 Grand Street ("the City Club"). Entry to the City Club is limited to the use and access necessary to install and display a temporary art exhibit for public viewing. Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall perform regular trash clean-up and maintenance of the grounds around the City Club. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of work in or on the City Club. Licensee acknowledges that the City intends to convey the City Club to a developer and shall cooperate with the City's developer, and its partners, employees, agents and contractors, in connection with any and all pre-development activities that may be authorized by the City 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; *at the public opening of the installation: ** -K.S.

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. ** Prior to public opening, and for the purpose of creating the installation, strongroom will be covered up to \$1,000,000 per occurrence. -KS.*

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

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

Section 6. Term of License. The license or privilege hereby given shall commence upon the signing of this licensee agreement and shall expire without further notice to either party to the other on the earlier of the conveyance of the City Club by the City to a third party or midnight December 31, 2018.

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

Section 8. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 6, with or without cause, on at least thirty (30) 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 ten (10) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

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

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

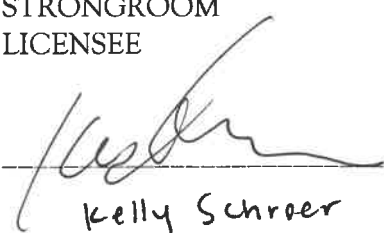
Section 12. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.:

STRONGROOM
LICENSEE

By:  _____
Kelly Schraer
Executive Director, Strongroom Inc.

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

RESOLUTION NO.: 128 - 2019

OF

MAY 28, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER/INTERIM CITY MANAGER
TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH
NEW YORK CIVIC ENGAGEMENT TABLE
TO FACILITATE COMMUNITY ENGAGEMENT ACTIVITIES
IN CONNECTION WITH A CITIES RISE PHASE II GRANT**

WHEREAS, by Resolution No. 228-2018 of August 13, 2018, the City Council authorized the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General; and

WHEREAS, in connection with the Cities RISE Phase II grant the City of Newburgh issued a request for proposals seeking a qualified individual consultant or organization to facilitate community engagement activities in support of a comprehensive code enforcement plan; and

WHEREAS, the City of Newburgh received 4 responses to the RFP and the New York Civic Engagement Table to be the most responsive and the most able to provide the services required within the grant budget and timeframe; and

WHEREAS, this Council has reviewed the proposed contract and scope of services and determined that approving same is in the best interests of the City of Newburgh and its further development; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager/Interim City Manager be and he is hereby authorized to execute a contract with the New York Civic Engagement Table to provide professional consulting services to facilitate community engagement activities in connection with Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) Phase II grant.



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-7388/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

May 28, 2019

Ms. Ann E. Sullivan
NYCET, 377 Broadway
Newburgh NY 12550
ann@nycet.org

Re: Proposal for Professional Services

Community Engagement for Equity in Code Enforcement

The City of Newburgh thanks you for your proposal for professional services associated with the Cities Rise Grant for Community Engagement in Codes Enforcement.

Scope of Services to be Completed by August 31, 2019

The City of Newburgh understands that the objectives of The New York State Civic Engagement Table's (NYCET) proposal includes the following:

- Street outreach and door knocking to generate participants for meetings: Volunteers and NYCET staff will talk to people along Broadway between Liberty Street and Fullerton Ave; talk to people at Food Pantries where many people are waiting on lines with nothing to do. In addition the group will knock on doors to access residents who live in the most distressed neighborhoods and target specific sectors such as seniors, immigrants and low income tenants. NYCET staff and volunteers will follow up with contacts from street outreach up to 3 times before the scheduled date of the meeting.
- Identify and train 7-10 community ambassadors City of Newburgh Staff approval
- Commitments to partner with other community based organizations and non-profits in Newburgh to engage more residents in the 3 community meetings and 1 focus group.
- Hold 3 community meetings and 1 Focus Group Meeting: NYCET will work to have open public meetings that are led by low-income residents of color and encourage positive participation.
- Meeting Notes: Following each meeting and focus group NYCET will produce detailed notes for the City of Newburgh.

NYCET Fee: \$13,000 + \$7,000 Stipend for Community Ambassadors

Agreement

As your authorization to proceed, please sign and return a copy of this letter agreement.

Authorization:

X

Ann E. Sullivan; Date

Sincerely,
Alexandra Church

Interim Director of Planning and Development/ City Planner
City of Newburgh



Request for Proposals:

RFP #13.19 Community Engagement for Equity in Code Enforcement

March 29, 2019

The City of Newburgh is looking to contract with a qualified individual consultant or organization to facilitate community engagement activities in support of a comprehensive plan for Code Enforcement.

Project Timeline: April – August 2019

Purpose of the Proposal

The City of Newburgh, New York, requests the submission of proposals for a Not-for-Profit organization (“the organization”) to assist the City of Newburgh in our efforts to meaningfully engage local stakeholders in the process of developing and implementing innovative and equitable code enforcement strategies, with emphasis on reaching traditionally underrepresented and marginalized populations such as low-income communities, communities of color, recent immigrants, undocumented persons, families with young children and seniors. This effort is part of the Cities RISE grant program, administered by Enterprise Community Partners, and awarded to the City of Newburgh as a participating recipient.

Background on Cities RISE

Municipalities in New York State face a number of pervasive challenges related to problem properties, neighborhoods, and supporting housing quality standards for occupied properties. Vacant and blighted properties, tax delinquencies, and noncompliant landlords have had a negative impact on communities by reducing quality of life for residents, creating physical hazards, public health problems or public nuisances, lowering surrounding property values, and, when properties are abandoned, leaving neighbors feeling unsafe, neglected and disempowered. The housing crisis has compounded these challenges, leaving under-resourced municipalities scrambling to effectively address housing problems and community concerns, including strategically and equitably deploying code enforcement which can unintentionally disproportionately affect low-income communities. In the face of budget constraints, municipalities are tasked with doing more with less to address these housing challenges and struggle to work from a position of proactive enforcement.

Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) is equipping municipalities with tools and techniques to better diagnose these problems, create more effective and efficient interventions and programs, and improve systems and processes to foster innovation and leverage resources to make a positive, equitable impact on their communities.

Phase I of Cities RISE provided technology and consulting support to empower local governments to make improvements in data integration and analytics as well as in equitable policy and practices.

Phase II is a two-year long, intensive organizational development process focused on building the capacity of municipalities to make significant progress in their code enforcement strategies through

data-driven innovations, change management and community engagement support. Participating cities will develop new practices (e.g. improvements to operations, policy changes, innovative programs) to address problem properties and code enforcement challenges in the municipality. They will work with multiple stakeholders in the community and in their own organization to generate input and feedback to inform the development of a new and better approach.

The goal of Phase II of the program is to enable and support participants in the development and implementation of new approaches to problem properties and code enforcement challenges that produce positive social outcomes, including:

- Fewer problem properties and fewer at-risk properties
- Higher code compliance rates
- Safer, healthier, higher quality living conditions for residents
- Greater sense of belonging, ownership and empowerment in neighborhoods
- More efficient operations and reduced cost of interventions
- Increased tax collection and payment of utility bills

Project Scope

The contracted consultant or organization will help plan and implement community engagement activities with the goal of seeking input from diverse groups of community stakeholders.

Target audiences and engagement activities to take place in the April - August 2019 timeframe will include:

- 3-5 Public Meetings in conjunction with City Staff
- 1-2 Public Focus Groups to engage specific communities

Key components of the work will likely include:

- Designing and planning of overall community engagement activities in consultation with staff
- Managing 7-10 stipend-based Community Ambassadors who will engage community members around Code Enforcement
- Overseeing execution of all community engagement activities/meetings with appropriate guidance and support from staff including communication and outreach, logistics, content development, and facilitation of discussions
- Providing full and timely reports from all community engagement activities/meetings including 1) detailed notes from each meeting, and 2) summary report and implications

Qualifications

- Over 5 years of experience in related field (nonprofit, foundations, community development) with proven track record of mission-driven work built on deep understanding of and strong engagement with the communities it serves
- Outstanding written, oral/public and visual communication skills
- Expertise in community engagement, facilitation, communications strategy, and event planning.
- Ability to work effectively independently and in close collaboration with diverse constituents including in group or committee settings

Project Budget

The budget will not exceed \$13,000 for this contract. An additional \$7,000 will be available as stipends for Community Ambassadors.

Proposal Requirements

Prospective contractors are requested to submit the following information via email to planning@cityofnewburgh-ny.gov by COB on Friday April 19, 2019 with Subject Line filled as "RFP: Community Engagement – [Your/Organization Name]".

- Cover letter
- Resume/CV or Organizational Qualifications
- Relevant samples of prior work
- Contact information for 3 professional references
- Explanation of your approach to the scope of work with corresponding budget

The City of Newburgh may terminate the RFP process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFP does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission this this proposal.

For any questions about the RFP, contact Alexandra Church at achurch@cityofnewburgh-ny.gov



Alexandra Church
City of Newburgh Planning Department
123 Grand Street
Newburgh, NY 12550

April 19, 2019

RFP: Community Engagement – NYCET

Dear Ms. Church,

I am writing in response to the RFP for Community Engagement as part of the Cities Rise grant program. The New York Civic Engagement Table is uniquely situated to engage traditionally underrepresented communities because of our history of supporting engagement in immigrant and low-income communities of color throughout the state, my personal history of Hudson Valley Civic Engagement Table Coordinator activating communities of color and the work that I have been doing in Newburgh over the last 2 years.

This is an exciting opportunity to engage many more Newburgh residents in a way that will lead to more consistent, long term engagement as well as resulting in safer, healthier living conditions in the City of Newburgh, fewer at-risk properties, and a greater sense of being part of the fabric of the community. That sense of well-being and belonging can only come when everyone in the community has a chance to be heard, is part of making the plan to resolve issues in the neighborhood and sees their block, their street and their neighborhood improving in a way that includes them in that process.

I look forward to the opportunity to work with the City on this project. Please feel free to reach out to me with any questions or further information at ann@nycet.org or c 917 974-7814.

Thank you,

Ann Sullivan
Hudson Valley Civic Engagement Coordinator
New York Civic Engagement Table
377 Broadway, Newburgh, NY 12550
C 917 974-7814

New York Civic Engagement Table Proposal for City of Newburgh Community Engagement RFP
Apr. 19, 2019

Organizational Qualifications: New York has one of the poorest rates of voter participation in the nation and in a state with already dismal rates of voter participation the Rising American Electorate (people of color, youth, and low-income communities) participate at rates lower than the general population. Voter participation is impacted by a confluence of factors including a lack of civic education, NY's historically archaic voting system that is just now beginning to modernize, and distrust of political institutions.

The New York Civic Engagement Table (NYCET) is working to meet these challenges with efforts focused on Access – e.g. Voting rights, voter protection so that people can participate; Engagement – e.g. Education and Advocacy so that people do participate; and Representation – e.g. Census and Redistricting so that people's power is not distorted when they participate. NYCET brings together a community of progressive c3 organizations across multiple issue areas and regions in the state. The Table ensures maximum cross issue and sector collaboration, and we continue to innovate and perfect the practice of civic engagement in order to unify change agents from different sectors around common goals that strengthen our missions, build the capacity of partners with shared resources, and amplify the voices of the Rising American Electorate.

NYCET plays a crucial role as the strategic and shared resources hub. With a commitment to integrated non-partisan voter engagement – the seamless and continuous coordination of electoral, base-building, and issue advocacy strategies – our 50 partner organizations produce lifelong voters, develop leaders, and win on issues that affect impacted communities.

NYCET helps our partner groups build capacity by training leaders and staff, providing affordable access to sophisticated tools, and delivering technical support through a collaborative structure.

NYCET brings data tools and technology into the operations of organizations to shift how groups use data, metrics, and evaluation in their work. NYCET creates a space for innovation and problem solving. The Table also bridges the organizing and tech communities and creates opportunities to bring the know-how and strategies of the tech industry to progressive organizations. This allows our partners to focus their capacity on the resource intensive base building and organizing that is part of the deep organizing ecosystem critical to our work of building an inclusive and representative democracy.

In the Hudson Valley, we have focused work in Newburgh and Poughkeepsie, working to train leaders, build relationships with organizations to support them in whatever civic engagement work makes sense for them, increase voter registration and voter mobilization of low income people of color. Partner organizations include: Community Voices Heard, Nobody Leaves Mid-Hudson, Habitat for Humanity of Greater Newburgh, Hand in Hand: The Domestic Employers Network, The New York Immigration Coalition (the YWCA of Orange County is their local affiliate) and Citizen Action of New York. Much of that work is supporting outreach to low-income renters and homeowners around a variety of issues including the contaminated water situation, school and transportation issues, as well as neighborhood safety and affordable housing concerns. Partner organizations include: Community Voices Heard, Nobody Leaves Mid-Hudson, Habitat for Humanity of Greater Newburgh, Hand in Hand: The Domestic

Employers Network, The New York Immigration Coalition (the YWCA of Orange County is their local affiliate) and Citizen Action of New York. We have partnered with additional organizations in both Newburgh and Poughkeepsie to hold candidate forums, registered over 3000 new voters, and increased voter turnout in the local school board elections including Latinos Unidos, Dutchess Unidos, End the New Jim Crow Action Network, the Newburgh LGBTQ Center, Black Lives Matter, the Restorative Center, the NAACP Education Committee and We Are Newburgh.

Approach to the scope of work

Our plan will be to focus on populations that are currently least active in the community and hold meetings of tenants, seniors, young people and immigrants to discuss their experiences with housing problems in the City of Newburgh and brainstorm possible solutions.

In Newburgh, NYCET has been working with local activist, Omari Shakur, to train young people from City of Newburgh. In 2018, they registered 1113 voters, attended governmental meetings and participated in a variety of community meetings. Since the beginning of 2019, the group has been learning how to mobilize their neighbors and friends and are beginning to understand what techniques are most effective. They worked with NYCET to bring community residents out to the April 1st Census Training at the Library and are working to inform residents who are least likely to vote about the upcoming Newburgh Enlarged School District Elections on May 21st. This group of 8-10 young is especially well suited to the kind of outreach and participation we anticipate needing for this project.

We use several methods of outreach to meet people, find out what issues they care about, engage them around that issue, collect their contact information and give them a flyer about upcoming meetings, etc. and have been doing outreach in both English and Spanish. For this project, we will work to include a Haitian Creole speaker as well.

Street outreach: On nice days, Broadway between Liberty Street and Family Dollar is a great place to talk to people.

Events: The We Are Newburgh Backpack Giveaway, Food Pantries, etc. are also good places for outreach, especially since people are often standing in lines with nothing to do.

Door-to-Door: Though this is more time consuming, knocking on doors reaches people that aren't reached by other methods and allows us to target specific sectors of the community ie. seniors, immigrants, low-income tenants, families facing foreclosure or neighbors of distressed properties.

Then we follow up.

One-on-One's: Whenever possible, we call people back within a day or two to set up a meeting with them. In that follow up meeting, we are able to find out more about what they care about, find out what their appetite is to do something about the problem, explore their skills and interests, identify a piece of work that they will do and solidify their commitment to attend a follow up meeting. They might agree to bring a friend or family member with them, distribute flyers at their church, or have a house meeting with neighbors about the issue they care about but the goal is to find a way for them to get engaged.

Follow up, follow up, follow up: Best practice is to talk with each person 3 times before any meeting. The first commitment might be during an in person visit or on the street, and the other follow

ups might be phone calls. No matter what, each time the conversation centers around what the person cares about and what is motivating them to attend the meeting or event. We record the issue as well as their response about attending the meeting.

The final contact is usually a phone call or text the night before or the afternoon of the meeting. Through NYCET's peer-to-peer message app we are able to reach hundreds of residents in a short time.

Transportation: Finally, while we always work to make the meeting in spaces that are as easy to get to as possible but many people do not have to take a taxi to a meeting or event. Whenever possible we coordinate rides so that we can maximize attendance and make sure people are comfortable coming out to a meeting even in the pouring rain.

The meeting itself: Like many of the meetings and trainings we have organized in the past, they will be led by community residents whose lived experiences reflect the community. We will spend time developing an agenda with the team leaders (in conjunction with City staff) and work with them to prepare to facilitate meetings or sections of meetings to elicit the most meaningful feedback from the meetings. At each meeting, we will work to provide childcare and translation if appropriate as well as light snacks and beverages.

Unlike recent city meetings that have been dominated by higher income white landlords in a way that does not encourage differences of opinion, we will work to have open, public meetings that are led by low-income residents of color and encourage positive participation. Based on the work we have done, we are well situated to work with our partners and others to get people in the room whose voices have been drowned out in the past. We will focus our energies on public outreach to immigrants, low-income residents, families with young children, and seniors.

We anticipate holding 3 community meetings and 1 focus groups in various places in the city though, depending on the size and response, we may hold 2 additional community meetings and an additional focus group. The first meetings will be in May or June but the majority of the meetings and the focus groups will be held in July and August.

Following each meeting, we will produce detailed notes for the city, analyze what worked well at the meeting and shift anything that could be improved for the next meeting. In addition, we will follow up directly or through our partners (Community voices Heard, Nobody Leaves Mid Hudson, Habitat for Humanity or the YWCA of Orange County) with each participant to keep them engaged throughout the process as well as afterwards.

In addition, because of Ann Sullivan's years of work around housing, foreclosure, tenant's rights, housing development, and housing discrimination, we have already begun to reach out to our partners and housing experts around the state and country about examples of successful housing code enforcement policies and/or actions in communities that have similarities to Newburgh. This information will not be used to tell residents what to do but, rather, help inform the process and provide a jumping off point to help residents develop ideas or programs that would work in Newburgh.

Below: Budget, Ann Sullivan resume

Attachments: Pictures of Community Census Training Apr. 1 2019 and Pictures of Civic Engagement trainings 2017 and 2018

BUDGET

Stipends

10 p/t staff Newburgh residents x \$15/hr + 15% fringe x 5 hrs/ wk x 8 wks	= \$6900
Miscellaneous	= \$ 100
TOTAL	= \$7000

Grant Costs

Hudson Valley Coordinator 33% of time for 4.5 months = \$6396 + 960	= \$ 7,356
Intern supervisor 1 Newburgh resident x \$18/hr + 15% fringe x 10 hrs/ wk x 12 wks	= \$ 2,484

Copies

\$107 copy cartridge x 4	= \$428	
Paper	= \$ 26	
Colored Paper \$14/ream x 8 reams	= \$112	
6 Easel Pads	= \$ 95	
Magic Markers	= \$ 19	
Sticky Notes	= \$ 23	
Pens	= \$ 7	
TOTAL		= \$ 710
Tshirts 12 x \$10		= \$ 120
Admin / Office space / Rental Contributions		= \$ 1,300
Transportation Local and out of city travel x \$.55/mile		= \$ 280
Justice Works Training \$350 x 3 community captains		= \$ 750
TOTAL		= \$13,000

Contact info for 3 professional references

Juanita Lewis, Community Voices Heard
c. 914 519-8588
email: juanita@cvhaction.org
Ann Finney, Poughkeepsie City Council
ph. 845 471-9408
email: finneyac@aim.com
Pete Nagy, New York Communities for Change
c. 516 983-1041
email pnagy@nycommunities.org

Chuck Thomas, Newburgh Free Library
ph. 845 563-3605
Email: cthomas@rcls.org

Ann E. Sullivan
NYCET, 377 Broadway, Newburgh, NY 12550
c. (917) 974-7814 ann@nycet.org

RESUME

EMPLOYMENT

New York Civic Engagement Table

Aug 2016 - present

Hudson Valley Civic Engagement Coordinator

Regional Trainings

2017 and 2018: Held Civic Engagement trainings for primarily low-income Black and immigrant residents of Newburgh, Poughkeepsie and Kingston on what is civic engagement, who is and isn't civically engaged in the Hudson Valley, and how to build a framework for the historically disenfranchised to have their voices heard on issues affecting their lives.

Census Activities

Developed Census Briefings for White Plains, Albany, Hudson and Newburgh. Each briefing included presentations by the Census Bureau as well as the NYS Governor's office and was attended by over 35 representatives of organizations that work primarily in immigrant communities and communities of color.

Non-partisan Candidate Forums

2017 City of Poughkeepsie: Brought together 5 organizations that work with low-income communities of color to ask questions of candidates around issues that affect their members or constituents including Dutchess Unidos, Nobody Leaves Mid-Hudson, Black Lives Matter, Community Voices Heard, and End the New Jim Crow Action Network.

2017 and 2018 Newburgh School Board: Brought together 7-10 organizations that work with low-income communities of color to ask questions of candidates around issues that affect their members or constituents including the NAACP Education Committee, Black Lives Matter, the Newburgh LGBTQ Center, Latinos Unidos, Community Voices Heard, We Are Newburgh, Nobody Leaves Mid-Hudson, Horizons-on-Hudson Parents, Nu-V.O.T.E.R.S. Movement and Habitat for Humanity. 99 Newburgh residents attended the 2018 forum and many ended up voting in the School Board Election for the first time.

Regional Table

Brought together partner and new partner organizations to identify regional needs to increase civic engagement in areas that have the lowest voter turnout rates and lowest Census response rates.

Habitat for Humanity Newburgh

Worked with the neighborhood revitalization coordinator to train neighborhood residents how to mobilize their neighbors around issues they care about, how to create a neighborhood association, and how take action to make their streets safer.

Consultant for Center for Community Change

Jan 2015 – Sept 2016

Putting Families First campaign

- Field engagement, story collection, campaign materials development

Retirement Security project

- Field management of partners and plan/implement leadership training in ME and NH

Presidential Candidate Forums

Des Moines, Iowa

Coordinated housing and transportation for low-income people of color arriving from through the Midwest

Coordinated speakers to deliver explanation of issues and ask candidates questions

Prepared community speakers and coordinated workshops leading up to Forum

Reno, Nevada

Coordinated housing and transportation for participants arriving from across the West

Coordinated with Secret Service around set up and security at event

Coordinated community speakers

New York Communities for Change (NYCC)

Feb 2010-Nov 2015

Deputy Director

Directed tenant organizing to rid NYC public schools of toxic PCB-filled light fixtures including outreach to parents and child care providers, trained member leaders, developed tactics to win in coordination with Jon Kest's strategies, public interest lawyers, city council members and labor unions, and created press and outreach materials.

Worked with parent leadership on education campaigns coordinated through the Coalition for Educational Justice (CEJ) and Alliance for Quality Education (AQE)

Managed operating budget, expanded foundation outreach, oversaw grant proposal and report writing and fundraising gala, managed the Board of Directors and coordinated with legal counsel on Incorporation, ByLaws, and various organizational policies

Directed Fair Housing outreach and education program on Long Island, coordinated Americans for Financial Reform campaign work in New York State, engaged low-income communities of color for the Clean Air campaign, and organized other campaigns for social and economic justice

New York Association for Community Organizations for Reform Now (ACORN) Oct 1995-Jan 2010

Campaign Director, New York State

2007-2009

Coordinated outreach, organized actions, rallies, meetings, trainings and press conferences, developed leadership and coordinated with local tenant associations in campaign to maintain diversity and long-term affordability at Starrett City

Coordinated organizing efforts for affordable housing in the Willets Point Development plan

Lead Organizer, Long Island

1996-2006

Built a membership base, developed staff, leadership and interns, built relationships with clergy and other community allies, maintained relationships with foundations, and directed high profile campaigns for social and economic justice.

Oversaw the creation of *Documenting a Disaster*, a report on the Hempstead Public Schools, and the campaign for better schools in the Village of Hempstead. Developed parent membership base, trained parent and community residents and worked with member leaders to win changes and accountability in the school system.

Developed a ground-breaking anti-housing discrimination campaign in Garden City, Nassau County including organizing dozens of actions, press conferences and rallies, developing leadership, coordinating with litigators and developing allies including a group of supporters in Garden City. Won significant changes to Nassau County Human Rights penalties, a monitor to oversee housing development in Garden City, changes to entrance requirements to Garden City parks, and an extensive legal decision that lays the groundwork for building affordable housing.

Stopped major cuts to LI Bus service for several years in a row, working with Tri-State Transportation Campaign.

Organized tenants to win repairs to numerous buildings, reduce rent increases and eliminate rent increases for low-income seniors (SCRIE), and stop the demolition of affordable housing that was going to be replaced by a big box store.

St. Ann's School, Creative Movement Teacher, Brooklyn, NY **1986-present**

Danced with various modern / post-modern choreographers and choreographed **1981-1997**
various theater pieces including *La Fin De La Baleine* and *De Nile of Death* with Director Tony Kushner

PAST VOLUNTEER ACTIVITIES

Amethyst West HDFC, Co-President, Board of Directors, New York, NY

Brooklyn Solid Waste Advisory Board, Executive Committee: Member-At-Large

Community Board 7, Member, Sunset Park, Brooklyn, NY

League of American Bicyclists, Regional Representative, NY, NJ and Puerto Rico

Transportation Alternatives, President, Chair of Brooklyn Committee, New York, NY

NY Bicycling Coalition, President, Albany, NY

EDUCATION

New York University, New York, NY, Master of Fine Arts **1983**

Sarah Lawrence College, Bronxville, NY, Bachelor of Arts **1979**

RESOLUTION NO.: 129 - 2019

OF

MAY 28, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER/CITY MANAGER TO
EXECUTE SATISFACTIONS OF JUDGMENT IN CONNECTION WITH THE SALE OF
THE PREMISES LOCATED AT 109 SOUTH WILLIAM STREET
(SECTION 45, BLOCK 4, LOT 5) TO BOM NEWBURGH LLC**

WHEREAS, on November 13, 2018, the City of Newburgh authorized the City Manager to execute a Site Development Agreement for the transfer and redevelopment of property located at 109 South William Street (Section 45, Block 4, Lot 5) ("Premises") to BOM Newburgh LLC; and

WHEREAS, in connection with that sale, a title search revealed four (4) outstanding Judgments against Just Supply, Inc., a prior owner of the Premises, rendered by the City Court of the City of Newburgh, as follows: (1) in the amount of \$200.00, recorded in the Orange County Clerk's Office on March 22, 2010 in Liber 8088, Page 336; (2) in the amount of \$200.00, recorded in the Orange County Clerk's Office on February 1, 2011 in Liber 8101, Page 178; (3) in the amount of \$300.00, recorded in the Orange County Clerk's Office on February 27, 2012 in Liber 8116, Page 1879; and (4) in the amount of \$14,250.00, recorded in the Orange County Clerk's Office on March 2, 2016 in Liber 8165, Page 476; and

WHEREAS, a managing member of BOM Newburgh LLC has requested Satisfactions of the aforementioned Judgments in order to clear title; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager/City Manager be and he is hereby authorized to execute the attached Satisfactions of Judgment.

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

-----X
CITY OF NEWBURGH,

SATISFACTION OF JUDGMENT

-against-

Index No.: 08-0912H

JUST SUPPLY, INC.

Defendant.

-----X

WHEREAS, Judgment was rendered in the instant case for the sum of for the sum of TWO HUNDRED and 00/100 dollars (\$200.00), which Judgment was entered in the office of the Clerk of the County of Orange on March 22, 2010 in Liber 8088, Page 336; and

WHEREAS, said Judgment has not been assigned of record;

NOW, this Satisfaction of said Judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: _____, 2019
Newburgh, New York

City of Newburgh

By: _____
Joseph P. Donat, (Interim) 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, a Notary Public in and for said State, 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

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

-----X
CITY OF NEWBURGH,

SATISFACTION OF JUDGMENT

-against-

Index No.: HC-2010-453

JUST SUPPLY, INC.

Defendant.

-----X

WHEREAS, Judgment was rendered in the instant case for the sum of for the sum of TWO HUNDRED and 00/100 dollars (\$200.00), which Judgment was entered in the office of the Clerk of the County of Orange on February 1, 2011 in Liber 8101, Page 178; and

WHEREAS, said Judgment has not been assigned of record;

NOW, this Satisfaction of said Judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: _____, 2019
Newburgh, New York

City of Newburgh

By: _____
Joseph P. Donat, (Interim) 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, a Notary Public in and for said State, 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

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

-----X
CITY OF NEWBURGH,

SATISFACTION OF JUDGMENT

-against-

Index No.: HC-2011-572

JUST SUPPLY, INC.

Defendant.

-----X

WHEREAS, Judgment was rendered in the instant case for the sum of for the sum of THREE HUNDRED and 00/100 dollars (\$300.00), which Judgment was entered in the office of the Clerk of the County of Orange on February 27, 2012 in Liber 8116, Page 1879; and

WHEREAS, said Judgment has not been assigned of record;

NOW, this Satisfaction of said Judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: _____, 2019
Newburgh, New York

City of Newburgh

By: _____
Joseph P. Donat, (Interim) 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, a Notary Public in and for said State, 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

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

-----X
CITY OF NEWBURGH,

SATISFACTION OF JUDGMENT

-against-

Index No.: CR-05455-15

JUST SUPPLY, INC.

Defendant.

-----X

WHEREAS, Judgment was rendered in the instant case for the sum of for the sum of FOURTEEN THOUSAND TWO HUNDRED FIFTY and 00/100 dollars (\$14,250.00), which Judgment was entered in the office of the Clerk of the County of Orange on March 2, 2016 in Liber 8165, Page 476; and

WHEREAS, said Judgment has not been assigned of record;

NOW, this Satisfaction of said Judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: _____, 2019
Newburgh, New York

City of Newburgh

By: _____
Joseph P. Donat, (Interim) 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, a Notary Public in and for said State, 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

RESOLUTION NO.: 130 - 2019

OF

MAY 28, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE
UNDER THE 2019 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF
\$15,156.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS**

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2019 covering the period April 1, 2019 through August 31, 2021; and

WHEREAS, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

WHEREAS, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

WHEREAS, funding is requested for 18 vests at a total cost of \$15,156.00 and a fifty (50%) percent match in the amount of \$7,578.00 is to be paid out of Police funds A.3120.0417; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded is in the best interests of the City of Newburgh and for the safety of City of Newburgh Police Officers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2019 Bulletproof Vest Partnership in the amount of \$15,156.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



City of Newburgh

GRANT APPLICATION FORM



Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: 2019 Bullet Proof Vest Partnership	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Doug Solomon
NAME OF GRANT/NAME OF AWARING AGENCY: US Dept. of Justice Bureau of Justice Assistance	GRANT SUBMITTAL DATE: May 9, 2019	AMOUNT OF AWARD: \$7,578.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$7,578.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: The United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership Grant act of 1998 provides 50% of costs for Bulletproof Vests for Police Officers. We are requesting 18 vests this year for a total cost of \$15,156.00 Project Timeline: (ex. Dates) Funding will cover the period of April 1, 2019 through August 31, 2021.		

RECEIVED

SCANNED



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO: YES

COMMENTS: matching funds from uniform line

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS: N/A

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS: N/A

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER
SIGNATURE: [Signature]

DATE: 5/5/19

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

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE: [Signature]

DATE: 5/7/19



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

5/23/19 work session / 5/28/19 Council

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: _____

meeting

Reilly, Helen

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Tuesday, April 16, 2019 3:29 PM
To: Reilly, Helen
Subject: Bulletproof Vest Partnership (BVP) – FY 2019 Application Announcement

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year 2019 BVP application funding period.

Applications for FY 2019 BVP funds will be accepted beginning Tuesday, April 16, 2019. All applications must be submitted online at <https://ojp.gov/bvpbasi/> by 6:00 pm (e.d.t.), Tuesday, May 28, 2019.

Important Information Regarding FY 2019 BVP Funds:

1. Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers in place when the FY 2019 BVP applications are submitted. There are no requirements regarding the nature of the policy other than it **specify when mandatory wear is required** for uniformed officers on duty. Please see the BVP Mandatory FAQs for further guidance on this requirement:

<https://ojp.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>.

2. Each vest purchased with FY 2019 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see this website for the latest NIJ compliant vests: https://www.justnet.org/other/ballistic_cpl.html and https://www.justnet.org/other/stab_cpl.html.
3. Uniquely Fitted Armor Vest Requirement: Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2019 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003)* available at no cost. The Personal Armor Fit Assessment checklist, is excerpted from ASTM E3003.

In addition, a certification section has been added to the 2019 application (in the BVP system) stating the jurisdictions and law enforcement agency are aware of and will comply with this fitted vest requirement.

4. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.
5. To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2019 BVP funds:
 - a. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)

- b. Ensure that the application accurately reflects the current market cost for the vests identified on the application.
- c. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on the appropriation and distribution guidelines.

- 6. BJA has completed user guides and training materials for the BVP application process and the payment request process. Please see the following website for the guides and checklists:

<https://ojp.gov/bvpbasi/bvpprogramresources.htm>

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

Sincerely,

The BVP Program Team

Bureau of Justice Assistance

<https://ojp.gov/bvpbasi/>

This email was sent to hreilly@cityofnewburgh-ny.gov using GovDelivery Communications Cloud on behalf of: Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000

MANAGE APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant	NEWBURGH CITY
--------------------	---------------

Fiscal Year	2019
--------------------	------

Number of Agencies Applied	1
-----------------------------------	---

Total Number of Officers for Application	81
---	----

Number of Officers on Approved Applications	81
--	----

APPLICATION PROFILE

Fiscal Year	2019
--------------------	------

Vest Replacement Cycle ⓘ	4
---------------------------------	---

Number of Officers 81

**Number of
Emergency
Replacement
Needs**  **Number
of Stolen
or
Damaged
Number
of Officer
Turnover** 0
4

VIEW/UPDATE APPLICATION

Vests for 2019 Regular Fund

Model Name	Quantity	Specification	Gender	Unit Price	Total Cost
 <u>BIIA</u>	18	IIA	M	\$842.00	\$15,156.00
					
Grand Totals	18				\$15,156.00

PROCEED TO SUBMIT APPLICATION

ADD VESTS TO APPLICATION

RESOLUTION NO.: 131 - 2019

OF

MAY 28, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER/CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED
A WILLIAM G. POMEROY FOUNDATION
NYS HISTORIC MARKER PROGRAM GRANT
IN THE AMOUNT OF \$1,100.00
FOR A ROADSIDE MARKER TO BE PLACED IN DOWNING PARK

WHEREAS, the William G. Pomeroy Foundation strongly believes that historic markers play an important role in historic preservation by serving a dual purpose as they educate the public and foster historic tourism, which in turn can provide much needed economic benefits to the towns and villages where the markers are placed; and

WHEREAS, the NYS Historic Marker Grant Program commemorates historic people, places, things or events within the time from of 1740-1919; and

WHEREAS, the City of Newburgh wishes to apply for funding in the amount of \$1,100.00 from the William G. Pomeroy Foundation NYS Historic Marker Program for a roadside marker to be placed in Downing Park; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager is hereby to apply for and accept if awarded a grant in the amount of \$1,100.00 from the William G. Pomeroy Foundation NYS Historic Marker Program for a roadside marker to be placed in Downing Park; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



City of Newburgh

GRANT APPLICATION FORM



Grant Requestor:

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

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



SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: William G. Pomeroy Foundation Historic Roadside Marker Grant Program	NAME OF DEPARTMENT REQUESTING GRANT: Executive Office (Grants Administrator)	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Helen Reilly + DPCC
NAME OF GRANT/NAME OF AWARDING AGENCY: William G. Pomeroy Foundation	GRANT SUBMITTAL DATE: June 14, 2019	AMOUNT OF AWARD: To be determined
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH:	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: To apply for a grant from the William G. Pomeroy Foundation Historic Roadside Marker Grant Program for a sign to be placed in Downing Park.

Project Timeline: (ex. Dates) Letter of intent due 6/14/19. Application deadline 7/8/19. Awards granted 9/30/19



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO: YES

COMMENTS: N/A

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO: YES

COMMENTS: N/A

STAFFING ISSUES REVIEWED? YES/NO: YES

COMMENTS: N/A

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER
SIGNATURE: _____

DATE: _____

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

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO: YES

CITY MANAGER
SIGNATURE: _____

DATE: _____



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

Will prepare "apply" only Resolution for
5/23/19 W.S. + 5/28/19 Council meeting

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

b/c amount of funding award
is unknown!

A resolution to "accept" the grant
if/when awarded will be required
b/f grant contract can be signed.

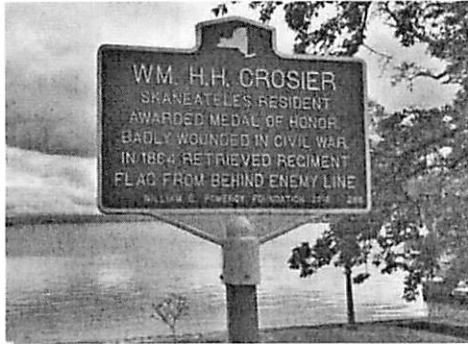
NYS Historic Marker Grant Program

[About](#)

[Primary Sources](#)

[Regional Grant Schedule](#)

[FAQ](#)



One of the William G. Pomeroy Foundation's core initiatives is to help people celebrate their community's history. The Foundation strongly believes that historic markers play an important role in local historic preservation by serving a dual purpose. They educate the public and foster historic tourism, which in turn can provide much needed economic benefits to the towns and villages where the markers are placed. The program also fills a gap, as New York State stopped funding their roadside markers in 1939.

Our NYS Historic Marker Grant Program commemorates historic people, places, things or events within the time frame of 1740-1919. Since 2006, the Foundation has funded more than 550 markers in 53 New York State counties.

[Apply for Grant](#)

Eligibility

This program is open to all municipalities, nonprofit academic institutions and 501(c)(3) organizations in New York State. Please refer to the [Regional Grant Schedule](#) for application deadlines by region.

Marker Design and Text Guidelines

The colors of this program's markers are blue with yellow highlighted lettering and border. Markers are 18" x 32" cast aluminum with a 7' aluminum pole.

The title line allows 15 characters and the five body lines can have 27 characters each, including spaces and punctuation.

Historical Accuracy

Primary source documentation is required to verify historical accuracy. The applying agency is responsible for supplying photocopies of the sources and specific statements used to verify historical facts. If selected, the strength of supporting materials substantially lessens the timeframe between acceptance and funding. If the William G. Pomeroy Foundation cannot substantiate the historical accuracy based on the supporting documentation provided, the opportunity for approval is limited. NOTE: Images provided with applications may be uploaded. Please underline, highlight or otherwise indicate relevant text.

Grant Application Deadline

Applications are accepted annually based on APHNYS region within New York State. Please see our Regional Grant Schedule page for details.

Application Procedure

LOIs (Letters of Intent) and applications are ***only*** accepted online. To create an account to submit your LOI and apply, please use this link: [Apply Online](#)

Applications must include the following:

- the applying agency's information
- contact information for the person responsible for the application

- proposed installation location in specific detail (including GPS coordinates)
- a brief description and significance of what is being commemorated
- proposed inscription for marker

Additional required documents are:

- an IRS Determination Letter [for 501(c)(3) organizations only]
- a letter from the landowner granting permission for the marker to be installed
- primary source documents verifying proposed inscription

Additional Details

Our NYS Historic Marker grants are fully funded and include the marker, pole and shipping costs. If your application is approved, upon receipt of your signed Acceptance Letter, the William G. Pomeroy Foundation will mail a check for the total amount made payable to the applying agency. Instructions for ordering your marker will accompany the check. The grant recipient is responsible for installation of the marker.

Questions?

If you have questions, please feel free to contact Christy at info@wgpfoundation.org or 315-913-4060 between 8:15 a.m. and 5:00 p.m. (Eastern Standard Time) Monday – Friday.

RESOLUTION NO.: 132-2019

OF

MAY 28, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER/INTERIM CITY MANAGER
TO ENTER INTO A LEASE AGREEMENT WITH
SAFE HARBORS OF THE HUDSON, INC.
FOR THE USE OF A PORTION OF 39B JOHNSTON STREET
FOR A CITY OF NEWBURGH POLICE DEPARTMENT SUBSTATION

WHEREAS, the City of Newburgh Police Department is desirous of opening a Police Department Substation at 39B Johnston Street; and

WHEREAS, the relocation will establish a Police presence in the area and enhance the Police Department's commitment to community policing; and

WHEREAS, a copy of such lease is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has examined such lease and has determined that it is in the best interests of the City of Newburgh, and a benefit to its citizens, to enter into a lease agreement for the use of 39B Johnston Street as a Police Department Substation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager/City Manager be and is hereby authorized to enter into and execute the annexed lease agreement with Safe Harbors of the Hudson, Inc. for the rental of 39B Johnston Street for use as a Police Department Substation.

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into, by and between Safe Harbors of the Hudson, Inc. whose address is, 111 Broadway, Newburgh NY (hereinafter referred to as "Landlord"), and City of Newburgh, whose address is 83 Broadway, Newburgh, NY (hereinafter referred to as "Tenant").

GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property located at 39B Johnston Street, Newburgh, NY 12550 and by reference made a part hereof (the "Leased Premises").

LEASE TERM

Section 1. Total Term of Lease. The term of this Lease shall be for 5 years beginning on June 1, 2019 and shall terminate on May 31, 2024.

Section 2. Commencement Date. The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased Premises, so long as such date is not in excess of sixty (60) days subsequent to execution hereof.

EXTENSIONS

The parties hereto may elect to extend this Lease Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

FIXED RENT

Section 1. Determination of Rent. Tenant shall pay to Landlord monthly rent in the sum of \$300.00 per month starting on June 1, 2019 payable to Johnson & Miller L.P. for the remainder of the year 2019. Beginning on January 1, 2020, Tenant shall pay to Landlord monthly rent in the sum of \$500.00 per month for the remainder of the term of this Lease, in accordance with the schedule herein:

June 1, 2019 – Monthly Rent \$300.00
January 1, 2020 – Monthly Rent \$500.00
January 1, 2021 – Monthly Rent \$500.00
January 1, 2022 – Monthly Rent \$500.00
January 1, 2023 – Monthly Rent \$500.00
May 31, 2024 – Monthly Rent \$500.00

Section 2. Payment of Monthly Rent. The monthly rent shall be payable on the first day of each and every calendar month during the term hereof.

Section 3. Late Rent. Rent will be considered late if paid after the 10th day of the month. A \$50 late fee will be automatically applied if rent is not received by the 10th day of the month.

Section 4. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereof, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect deeming the term of the Lease as extended or renewed.

SECURITY DEPOSIT

Section 1. The Tenant has deposited with the Landlord the sum of \$1,000.00 as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms.

Section 2. Utilities. Tenant shall pay for electric and gas and other services incident to Tenant use of the Leased Premises.

OBLIGATIONS FOR REPAIRS

Section 1. LANDLORD'S Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of sublessees, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures.

Section 2. TENANT'S Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.

TENANT'S COVENANTS

Section 1. TENANT's Covenants. Tenant covenants and agrees to procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the

expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects, except for ordinary wear and tear or damages not caused by Tenant.

INDEMNITY BY TENANT

Section 1. Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or sole negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 per aggregate. Such minimum limits of liability may be increased from time to time at the request of the Landlord to reflect inflation or any other changes in circumstances, with such increases limited to no more than 100% increase over the term of the lease. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancellable without ten (10) days prior written notice to Landlord.

USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by Tenant exclusively as a police substation. Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sublessee, assignee, or licensee, which or who shall use the property for any other use.

Tenant will also have one (1) designated parking space.

Section 2. Repairs and Restoration. Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration within nine (9) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending ninety (90) days written notice thereof to Landlord, or, in the alternative, Tenant may, during said ninety (90) day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to twenty-five (25%) percent or more of the replacement cost, (exclusive of the land and foundations), this Lease may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction.

Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord hereunder, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

Section 2. Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant must be removed from the premises unless mutually agreed upon by Tenant and Landlord or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

NOTICES

Section 1. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. Notices shall be addressed as follows:

If to Landlord:

If to Tenant: City of Newburgh
 Attn: City Manager
 83 Broadway
 Newburgh, New York 12550

with a copy to: City of Newburgh
 Attn: Corporation Counsel
 83 Broadway
 Newburgh, New York 12550

BROKER

The parties agree that no broker brought about this Lease.

MISCELLANEOUS

Section 1. Entire Agreement. This Lease sets forth all the promises, inducements, agreements, conditions and understandings between the Landlord and the Tenant relative to the Leased Premises and there are no promises, agreements, conditions, or understandings, oral or written, express or implied, between them other than those herein set forth. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and duly executed by them.

Section 2. Quiet Enjoyment. Landlord covenants that the Tenant, on paying the monthly rent and performing the covenants set forth herein shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the aforesaid term.

Section 3. Successors and Assigns. This Lease Agreement is binding upon and shall inure to the benefit of the respective parties hereto and their respective successors and assigns, as set forth herein.

Section 4. Severability. In case any one or more of the provisions or parts of a provision contained in this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any competent jurisdiction, such invalidity or unenforceability shall not affect any other provision or part of a provision of the Lease Agreement.

Section 5. Governing Law. This Lease Agreement has been negotiated and executed in the State of New York and shall be governed by and constructed in accordance with the laws of the State of New York.

Section 6. No Arbitration. Any and all disputes involving this Lease 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 Tenant, but must instead only be heard in a court of competent jurisdiction located in Orange County, or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

Section 7. Waiver. No waiver by either party or any breach by the other of any obligation or covenant hereunder shall be deemed a waiver of any subsequent breach.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

LANDLORD:

Safe Harbors of the Hudson

By: _____

Title: _____

TENANT:

City of Newburgh

By: _____
Joseph P. Donat

Title: City Manager

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

MEMORANDUM

TO: Councilman Anthony Grice
Councilwoman Karen Mejia
Councilwoman Ramona Monteverde
Councilwoman Hillary Rayford
Councilman Robert Sklars
Councilwoman Patty Sofokles
Mayor Torrance Harvey

FROM: Michelle Kelson, Corporation Counsel

RE: Conflicts of Interest – 39B Johnston Street Police Substation Lease

CC: Joseph P. Donat, Interim City Manager

DATE: May 16, 2019

The City of Newburgh (the “City”) has proposed to lease a portion of the building located at 39B Johnston Street (the “Property”) for the purpose of establishing a Police Department substation. The Property was included in a scattered-site housing redevelopment project by RUPCO, Inc. The Property owner is Newburgh Revitalization Housing Development Fund Company, Inc. Safe Harbors of the Hudson, Inc. (“Safe Harbors”) is the managing agent of the property owner and will be the entity entering into the lease agreement with the City of Newburgh. Under the terms of the proposed lease, the rent will be paid to Johnston & Miller, L.P. Council Member Ramona Monteverde is an employee of Safe Harbors. The purpose of this memorandum is to evaluate whether the Council Member has a conflict of interest that would prohibit the City from entering into the proposed lease agreement.

General Municipal Law Article 18 establishes a set of basic standards for public officers and employees concerning contracts with the municipality. Potential conflicts of interest under GML Article 18 are analyzed using the following four-part analysis:

1. Does a contract exist?
2. Does the officer or employee have an interest in that contract?

3. If so, does the person have discretionary powers as outlined in GML Section 801?
4. If the answers to questions 1 through 3 are yes, then, do one of the exceptions listed in GML Section 802 apply?

An analysis applying the GML Article 18 four-part analysis of conflicts of interest to the proposed lease of the Property follows and also demonstrates that there is no prohibited conflict of interest.

1. Does a contract exist between the City and Safe Harbors?

Yes, it is well-settled that a lease of the Property is a “contract” within the meaning of the GML.

2. Does the Council Member have an interest in the lease of the Property between Safe Harbors and the City?

An “interest” is a direct or indirect pecuniary (monetary) benefit accruing to an individual as a result of a contract s/he may have with the municipality. A municipal officer is deemed to have an interest in any contract of his/her municipality with a corporation of which s/he is an officer, director or employee. GML Section 800(3)(c).

The Council Member is an officer of the City for purposes of GML Article 18 and an employee of the corporation with which the City is entering into the lease. Therefore, the Council Member is deemed to have an interest in the lease.

3. Does the City Council Member have discretionary powers as outlined in GML Section 801?

GML Section 801 defines the discretionary powers as the authority to negotiate, prepare, authorize, or approve the contract; authorize or approve the contract payment; audit bills or claims under the contract; or appoint an officer or an employee who has any of the powers or duties set forth herein.

The Council Member has the discretionary power outlined in GML Section 801 to negotiate and approve the lease.

4. Do any of the exceptions listed in GML Section 802 apply?

GML Section 802 contains several provisions setting forth circumstances under which a contract, which would otherwise be prohibited by section 801, is excepted from the prohibition of that statute. The exceptions found in GML Sections 802(1)(b) and 802(1)(f) apply the lease of the Property between Safe Harbors and the City.

GML 802(1)(b) provides, in relevant part, that an officer's or employee's interest in a contract, which arises solely from the officer's or employee's employment as an officer or employee of the corporation, firm, person or other entity having the contract with the

municipality, will not be prohibited if: (1) the officer's or employee's remuneration from such employment will not be affected by that contract and (2) the officer's or employee's duties do not directly involve the procurement, preparation or performance of any part of the contract. Thus, if the remuneration of the Council Member, as an employee of the company, is not directly affected as a result of the contract with the City and his/her duties with the company do not directly involve the procurement, preparation or performance of any part of such contract, the Council Member's interest in the contract would not be prohibited solely because of his/her status as a corporate employee.

The compensation of Council Member, as an employee of Safe Harbors, is not affected and will remain the same when or after the City enters into the lease for the Property. Additionally, the Council Member, as an employee of Safe Harbors, did not procure or prepare the lease. The lease was procured and prepared by RUPCO. Although Safe Harbors will manage the lease, the Council Member, as an employee of Safe Harbors, will not directly manage the lease. The direct management of the lease will be the responsibility of the Leasing Manager of Safe Harbors.

Section 802(1)(f) excepts from the applicability of section 801(1) any contracts "... with a membership corporation or other voluntary non-profit corporation or association."

The New York State Department of State Division of Corporations publicly accessible database identifies Safe Harbors of the Hudson, Inc. as a domestic not-for-profit corporation, and therefore, the Council Member, under this exception, does not have a prohibited interest in contracts between the City and Safe Harbors.

Also, note that the owner of the Property on the official tax roll of the City of Newburgh is Newburgh Revitalization Housing Development Fund Company, Inc. which is also identified on the New York State Department of State Division of Corporations publicly accessible database as a domestic not-for-profit corporation. The Council Member is not an employee of the Newburgh Revitalization Housing Development Fund Company, Inc. or Johnson & Miller Limited Partnership, which to which the rent under the lease will be made payable.

Accordingly, the lease of the Property between Safe Harbors, a not-for-profit corporation, and the City is not prohibited under GML Section 800(3) because two of the exceptions found in GML Section 802 apply.

Based on the foregoing, the City of Newburgh Council Member who is an employee of the corporation entering into the lease with the City has no prohibited conflict of interest in the lease of the Property that would preclude or prevent the City from entering into the lease of the Property. However, the Council Member who is an employee of the corporation entering into the lease of the Property with the City of Newburgh must satisfy the disclosure and recusal requirements of GML Section 803(1).

Following a GML Article 18 analysis of conflict of interest, a review of the City of Newburgh Code of Ethics adopted in Chapter 34 of the City Code also establishes that the Council Member is an employee of Safe Harbors has no conflict of interest in the lease between Safe Harbors and the City. City Code Chapter 34 adopts the model code of ethics issued by the Office of the New York State Comptroller. City Code Section 34-4.9 addresses interests in contracts and provides that no officer or employee may have an interest that is prohibited by GML Section 801. Accordingly, the foregoing analysis of conflicts of interest under GML Article 18 applies to the City of Newburgh Code of Ethics and results in the same conclusion that the Council Member has no prohibited conflict of interest in the lease of the Property between Safe Harbors and the City of Newburgh.

However, the Council Member must comply with the disclosure and recusal requirements of City Code Section 34-4.9(B) which is the equivalent of GML Section 803(1). GML Section 803 and City Code Section 34-4.9 require that any municipal officer/employee who has, will have, or later acquires an interest in any actual or proposed contract with the municipality, must publicly disclose the nature and extent of the interest to the governing body as soon as he or she has knowledge of the actual or proposed interest. The disclosure must be in writing and is then made part of the official record. Once disclosure is made, no further disclosures need be made with respect to additional contracts with the same party during the remainder of the fiscal year. The Council Member, who is an employee of Safe Harbors, has made public disclosure since being elected to office documenting for the record that the Council Member recognizes her employment with Safe Harbors and will not participate in or vote on any resolutions, contracts or other approvals of matters in which Safe Harbors is a party or otherwise involved. Section 34-4.9 of the City Code of Ethics also requires disclosure of the interest in the same manner as GML Section 803. Additionally, the Council Member's disclosure of the private employment and maintaining a consistent and continued practice of refraining from participation in Council discussions and decisions on issues relating to Safe Harbors will avoid the common law appearance of impropriety. Accordingly, the Council Member should abstain from the consideration, deliberation and vote on the proposed lease of the Property between Safe Harbors and the City.



MICHELLE KELSON
Corporation Counsel

MK/bhs

RESOLUTION NO.: 133 - 2019

OF

MAY 28, 2019

**A RESOLUTION APPOINTING A.J. SUMAHIT AND ELIZABETH VELEZ
TO THE TRANSPORTATION ADVISORY COMMITTEE**

WHEREAS, the City Council created the Transportation Advisory Committee to advise the City Council on parking and transportation-related matters and to guide the preparation and planning of plans and programs; and

WHEREAS, by Resolution No. 185-2018 of July 9, 2018, the City Council appointed members to this Committee for new two-year terms commencing on July 10, 2018 and ending on July 9, 2020; and

WHEREAS, two appointees were unable to serve and A.J. Sumahit and Elizabeth Velez have submitted letters of interest to serve as Members of the Committee to fill the vacancies for terms which expires on July 9, 2020; 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 A.J. Sumahit and Elizabeth Velez be and are hereby appointed to the Transportation Advisory Committee to fill vacancies for terms which expires on July 9, 2020.

April 22, 2019

City of Newburgh
Transportation Advisory Committee
83 Broadway
Newburgh, NY 12550
transportation@cityofnewburgh-ny.gov

To the City Manager and the Newburgh City Council,

After reviewing the applicants for an open position on the City of Newburgh Transportation Advisory Committee, it is my great honor to recommend that A.J. Sumahit of Newburgh be confirmed as the newest member of the committee.

Mr. Sumahit has extensive experience with Newburgh's public transit system and has done a wonderful job working with the Committee, the City and the County to evaluate and improve bus service and public dialogue.

Additionally, Mr. Sumahit is involved in numerous community groups, which is invaluable in fostering communication between the public, the committee and city government.

The Committee has voted unanimously to recommend that A.J. Sumahit be appointed to one of the committee's vacancies.

Sincerely,
Gabriel Berlin
Chair
Transportation Advisory Committee
Newburgh, NY

May 9, 2019

City of Newburgh
Transportation Advisory Committee
83 Broadway
Newburgh, NY 12550
transportation@cityofnewburgh-ny.gov

To the City Manager and the Newburgh City Council,

After reviewing the applicants for an open position on the City of Newburgh Transportation Advisory Committee, it is my great honor to recommend that Elizabeth Velez of Newburgh be confirmed as the newest member of the committee.

Ms. Velez has extensive experience in the city of Newburgh, working with community groups, volunteering for political campaigns and working at local businesses.

She has lived in the Hudson Valley for a decade and studied mass media at SUNY New Paltz. In addition to her community experience, she would bring useful marketing, communication and engagement skills to the work the Committee is doing to improve public education and outreach, as well as amplifying the transportation concerns of the public.

The Committee has voted unanimously to recommend that Ms. Velez be appointed to replace Malinda Ware, who was unable to serve on the Committee.

Ms. Velez's Contact info is below:

Name: Elizabeth Velez
Email: liz.velez50@gmail.com
Phone: 845-505-4736
Address:
12 Bay View Terrace
Newburgh NY 12550

Sincerely,
Gabriel Berlin
Chair
Transportation Advisory Committee
Newburgh, NY

RESOLUTION NO.: 134-2019

OF

MAY 28, 2019

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 5874-2017 & 7871-2018 INVOLVING SECTION 29, BLOCK 6, LOT 5 (STABILATAS LLC)

WHEREAS, Stabilatas LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2017-2018 & 2018-2019 tax assessment years bearing Orange County Index Nos. 5874-2017 & 7871-2018 respectively; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Stabilatas LLC is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 as tax map number 29-6-5 be set at an assessed value of \$117,700.00; and
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax years 2018-2019 as tax map number 29-6-5 remain at an assessed value of \$117,700.00 and the Petition filed by Petitioner with regard to the tax year 2018-2019 be dismissed.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Joseph P. Donat, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of

STABILATAS LLC,

Petitioner,

- against -

THE CITY OF NEWBURGH, JOANNE MAJEWSKI,
AS THE ASSESSOR OF THE CITY OF NEWBURGH,
THE BOARD OF ASSESSMENT REVIEW OF THE
CITY OF NEWBURGH, THE BOARD OF
EDUCATION OF THE NEWBURGH ENLARGED
CITY SCHOOL DISTRICT,
and THE COUNTY OF ORANGE,

Respondents.

-----X

CONSENT JUDGMENT

Index No. 2017-EF005874

Index No. 2018-EF007871

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties, it is

ORDERED, that the real property of the Petitioner described on the City of Newburgh
tax rolls for the tax year 2017-18 as follows:

Tax Map No. 29-6-5

Be reduced in assessment from \$131,200.00 to a total assessment of \$117,700.00 for a total
reduction in assessment of \$13,500.00, prior to the application of any real property tax
exemptions, if any; and it is further

ORDERED, that the Petition filed by Petitioner regarding the real property of the
Petitioner described on the City of Newburgh tax rolls for the tax year 2018-19 as follows:

Tax Map No. 29-6-5

be dismissed in its entirety; and it is further

ORDERED, that the Petitioner's real property taxes on said parcels described above for
the 2017-2018 School, County and City taxes be adjusted accordingly and that the Petitioner be

reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, upon the entering of this Consent Judgment with the Orange County Clerk; and it is further

ORDERED, that the officer or officers having custody of the aforesaid assessment roll of the City of Newburgh shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuation; and it is further

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the Newburgh Enlarged City School District the amounts, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that in the event that the refunds are made within sixty (60) days after service of this Consent Judgment with notice of entry, there shall be no interest paid or credited in connection with this Consent Judgment; otherwise, interest shall be paid in accordance with the applicable statute; and it is further

ORDERED, that the terms of R.P.T.L. §727, subject to the exceptions thereto, shall apply to this settlement in all respects, and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed this ___ day of _____, 2019 at Goshen, New York.

E N T E R:

Hon. Catherine M. Bartlett, AJSC

ON CONSENT:

HON. JOSEPH P. DONAT
City Manager
Dated:

ALANA R. BARTLEY, ESQ.
Drake Loeb, PLLC
Attorney for the Petitioner
Dated:

HON. JOANNE MAJEWSKI, IAO
Assessor
Dated:

ERIC D. OSSENTJUK, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorney for Respondents
Dated:

RESOLUTION NO.: 135-2019

OF

MAY 28, 2019

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 5871-2017 & 7948-2018 INVOLVING SECTION 14, BLOCK 3, LOTS 26.52, 26.2 & 26.4 (WOODS HILL NEWBURGH LLC)

WHEREAS, Woods Hill Newburgh LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2017-2018 & 2018-2019 tax assessment years bearing Orange County Index Nos. 5871-2017 & 7948-2018 respectively; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Woods Hill Newburgh LLC is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 & 2018-2019 as tax map number 14-3-26.52 be set at an assessed value of \$166,900.00; and
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 & 2018-2019 as tax map number 14-3-26.2 be set at an assessed value of \$166,900.00; and
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 & 2018-2019 as tax map number 14-3-26.4 be set at an assessed value of \$120,500.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Joseph P. Donat, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of

WOODS HILL NEWBURGH, LLC,

Petitioner,

CONSENT JUDGMENT

Index No. 2017-EF005871

Index No. 2018-EF007948

- against -

BOARD OF ASSESSORS FOR THE CITY OF
NEWBURGH and CITY OF NEWBURGH,

Respondents.

-----X

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties, it is

ORDERED, that the real property of the Petitioner described on the City of Newburgh
tax rolls for the tax years 2017-18 as follows:

Tax Map No. 14-3-26.4

Be reduced in assessment from \$168,400.00 to a total assessment of \$120,500.00 for a total
reduction in assessment of \$47,900.00, prior to the application of any real property tax
exemptions, if any; and it is further

ORDERED, that the real property of the Petitioner described on the City of Newburgh
tax rolls for the tax years 2018 -19 as follows:

Tax Map No. 14-3-26.4

Be reduced in assessment from \$168,400.00 to a total assessment of \$120,500.00 for a total
reduction in assessment of \$47,900.00, prior to the application of any real property tax
exemptions, if any; and it is further

ORDERED, that the Petition filed by Petitioner regarding the real property of the
Petitioner described on the City of Newburgh tax rolls for the tax year 2017-18 as follows:

Tax Map No. 14-3-26.2

Be reduced in assessment from \$188,400.00 to a total assessment of \$166,900.00 for a total reduction in assessment of \$21,500.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the Petition filed by Petitioner regarding the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2018-19 as follows:

Tax Map No. 14-3-26.2

Be reduced in assessment from \$188,400.00 to a total assessment of \$166,900.00 for a total reduction in assessment of \$21,500.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the Petition filed by Petitioner regarding the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2017-18 as follows:

Tax Map No. 14-3-26.52

Be reduced in assessment from \$188,400.00 to a total assessment of \$166,900.00 for a total reduction in assessment of \$21,500.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the Petition filed by Petitioner regarding the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2018-19 as follows:

Tax Map No. 14-3-26.52

Be reduced in assessment from \$188,400.00 to a total assessment of \$166,900.00 for a total reduction in assessment of \$21,500.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the Petitioner's real property taxes on said parcels described above for the 2017-18 & 2018-19 School, County and City taxes be adjusted accordingly and that the Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in

taxes, as the case may be, upon the entering of this Consent Judgment with the Orange County Clerk; and it is further

ORDERED, that the officer or officers having custody of the aforesaid assessment roll of the City of Newburgh shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuation; and it is further

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the Newburgh Enlarged City School District the amounts, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that in the event that the refunds are made within sixty (60) days after service of this Consent Judgment with notice of entry, there shall be no interest paid or credited in connection with this Consent Judgment; otherwise, interest shall be paid in accordance with the applicable statute; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed this ___ day of _____, 2019 at Goshen, New York.

E N T E R:

Hon. Catherine M. Bartlett, AJSC

ON CONSENT:

HON. JOSEPH P. DONAT
City Manager
Dated:

GERALD N. JACOBOWITZ, ESQ.
Jacobowitz & Gubits, LLP
Attorney for the Petitioner
Dated:

HON. JOANNE MAJEWSKI, IAO
Assessor
Dated:

ERIC D. OSSENTJUK, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorney for Respondents
Dated: