



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
December 14, 2020
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence/ Momento de Silencio
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 November 23, 2020
5. City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. Certificate of Appreciation for Franklin Thompson
Certificado de Apreciación para Franklin Thompson
7. Demo Online Tax Payment Link
Demonstración del enlace para pago de impuestos en línea
8. Public Hearing on Monday, December 14, 2020 to receive comments on a Substantial Amendment to the FY2019 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

A public hearing will be held on Monday, December 14, 2020 to receive public comments on a Substantial Amendment to the FY2019 Community Development Block Grant (CDBG) Annual Action Plan to accept a second allocation of Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funding.

El lunes 14 de diciembre de 2020 se llevará a cabo una audiencia pública para recibir comentarios públicos sobre una Enmienda Sustancial al Plan de Acción Anual de la Subvención del Bloque de Desarrollo Comunitario (CDBG, por sus", por sus") para aceptar una segunda asignación de Ayuda Coronavirus, Alivio y Seguridad Económica (Ley CARES).

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

9. Resolution No. 297 - 2020 - Amended Access Agreement with Central Hudson in Connection with 610 Little Britain Road

Resolution authorizing the City Manager to execute a New License and Access Agreement with Central Hudson Gas & Electric Corporation and its contracted agents to allow access to City owned property under a Brownfield Cleanup Agreement at the Little Britain Road Service Center.

Resolución que autoriza al Gerente de la Ciudad a ejecutar una Nueva Licencia y Acuerdo de Acceso con Central Hudson Gas & Electric Corporation y sus agentes contratados para permitir acceso a propiedades de la Ciudad bajo un Acuerdo de Limpieza de Brownfield en el Centro de Servicio Little Britain Road.

10. Resolution No. 298 - 2020 - Brown's Pond Watershed Recommendations

Resolution adopting the Drinking Water Source Protection Scorecard Recommendations for the Browns Pond Watershed.

Resolución que adopta Recomendaciones de una Tarjeta de Puntuación de Fuentes de Agua Potable de la Cuenca del estanque Browns

11. Resolution No. 299 - 2020 - Demolition of 7 Gidney Avenue

Resolution authorizing the award of a bid and execution of a contract with Gorick Construction Co., Inc. in the amount of \$71,500.00 for the demolition of the house located at 7 Gidney Avenue with an add alternate for additional demolition if necessary with a square foot price of \$8.00 and an add alternate for chain link fence installation along the front of the property for a lump sum price of \$1,344.00.

Resolucion que autoriza la adjudicación de una oferta y ejecución de un contrato con Gorick Construction Co., Inc. por la cantidad de \$71,500.00 para la demolición de la casa ubicada en 7 Gidney Avenue con un suplente para la demolición adicional si es necesario con un precio de pie cuadrado de \$8.00 y una instalación de cerca de eslabón de cadena alternativa a lo largo de la parte delantera de la propiedad por un precio global de \$1,344.00

12. Resolution No. 300 - 2020 - DPW, Fire & Police Department Vehicles Surplus

Resolution declaring Police Department and Fire Department vehicles and Department of Public Works vehicles and equipment as surplus.

Resolución por la que se declaran excedentes de vehículos del Departamento de Policía y del Departamento de Bomberos y vehículos y equipos del Departamento de Obras Públicas.

13. Resolution No. 301 - 2020 - 255 Broadway - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to David DeFreest and Eric Ashcroft to the premises known as 255 Broadway (Section 35, Block 7, Lot 4)

Resolución que autoriza la ejecución de una liberación de convenios restrictivos y el derecho de reingreso de una escritura emitida a David DeFreest y Eric Ashcroft a las instalaciones conocidas como 255 Broadway (Sección 35, Bloque 7, Lote 4)

14. Resolution No. 302 - 2020 - Accept Donation of Modular Street Furniture from the Awesome Newburgh Foundation

Resolution authorizing the City Manager to accept a donation of modular street furniture from the Awesome Newburgh Foundation

Resolución que autoriza al Gerente de la Ciudad a aceptar una donación de Muebles modulares de la calle de la Fundación Awesome Newburgh

15. Resolution No. 303 - 2020 - Apply for and Accept if Awarded a National Park Service Grant for an Oral History of African American Civil Rights in Newburgh

Resolution authorizing the City Manager to apply for and accept if awarded a National Park Service African American Civil Rights Program grant in an amount not to exceed \$50,000.00 with no City match to undertake an oral history of African American civil rights in the City of Newburgh.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una subvención del Programa de Derechos Civiles Afroamericanos del Servicio de Parques Nacionales por un monto que no exceda de \$50,000.00 el cual no requiere que la ciudad iguale los fondos para emprender una historia oral de los derechos civiles afroamericanos en la ciudad de Newburgh

16. Resolution No. 304 - 2020 - Master License Agreement with Verizon Wireless of East LP

Resolution authorizing the City Manager to execute a Small Wireless Communications Facilities Master License Agreement with Verizon Wireless of East LP.

Resolución que autoriza al Administrador de la Ciudad a ejecutar un Acuerdo de Licencia Maestra de Pequeñas Instalaciones de Comunicaciones Inalámbricas con Verizon Wireless of East LP.

17. Resolution No. 305 - 2020 - 2021 Liability and Municipal Property Insurance

Renewal

Resolution authorizing the approval of various insurance policies for the period January 1, 2021 to December 31, 2021.

Resolución por la que se autoriza la aprobación de diversas pólizas de seguro para el período comprendido entre el 1 de enero de 2021 y el 31 de diciembre de 2021

18. Resolution No. 306 - 2020 - To apply for the TD Green Space Grant for \$20,000 with no match required

Resolution authorizing the Conservation Advisory Council and the City Manager to apply for and accept if awarded an Arbor Day Foundation TD Green Space Program grant in the amount of \$20,000.00 to support new tree planting in the City of Newburgh.

Resolución que autoriza al Consejo Consultivo de Conservación y al Gerente de la Ciudad a solicitar y aceptar si se le otorga una subvención del Programa de Espacio Verde TD de Arbor Day Foundation por un monto de \$20,000.00 para apoyar la plantación de nuevos árboles en la ciudad de Newburgh

19. Resolution No. 307 - 2020 - Ferry Parking Lot Lease Extension

Resolution authorizing the City Manager to execute an extension until June 30, 2021 to the Agreement of Lease with Riverside Newburgh Realty, LLC for the continued lease of vacant real property known as Section 31, Block 5, Lots 13.2 and 14 for the purposes of providing parking for the Newburgh-Beacon Ferry commuters

Resolución que autoriza al Gerente de la Ciudad a ejecutar una extensión hasta el 30 de junio de 2021 al Acuerdo de Arrendamiento con Riverside Newburgh Realty, LLC para el arrendamiento continuo de bienes inmuebles vacantes conocidos como Sección 31, Bloque 5, Perdidos 13.2 y 14 con el fin de proporcionar estacionamiento para los viajeros de Newburgh-Beacon

20. Resolution No. 308 - 2020 - Sixth MOU with Metro-North Railroad

Resolution authorizing the City Manager to execute a Sixth Memorandum of Understanding with Metro-North Commuter Railroad Company to provide reimbursement of parking lot lease payments related to the Newburgh-Beacon Ferry Service.

Resolución que autoriza al Gerente de la Ciudad a ejecutar un Sexto Memorandum de Entendimiento con Metro-North Commuter Railroad Company para proporcionar el reembolso de los pagos de arrendamiento de estacionamiento relacionados con el Servicio de Ferry Newburgh-Beacon.

21. Resolution No. 309 - 2020 - Contract with Mesh Realty Group, Inc. for

Property Management Services

Resolution authorizing the City Manager to enter into an agreement with Mesh Realty Group, Inc. for residential property management services.

Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con Mesh Realty Group, Inc. para servicios de administración de propiedades residenciales

22. Resolution No. 310 - 2020 - Orange County Sales Tax Sharing Agreement Extension

Resolution approving a Sales Tax Agreement Extension between the County of Orange and the Cities of Newburgh, Middletown and Port Jervis for 2021 through 2023

Resolución por la que se aprueba una extensión del Acuerdo de Impuesto sobre las Ventas entre el Condado de Orange y las Ciudades de Newburgh, Middletown y Port Jervis para 2021 a 2023

23. Resolution No. 311 - 2020 - Amending 2020 Personnel book to add a temporary detective

Resolution amending the 2020 Personnel Analysis Book to add one (1) Detective position on a temporary basis in the City of Newburgh Police Department.

Resolución por la que se modifica el Libro de Análisis de Personal 2020 para añadir una (1) posición de detective de forma temporal en el Departamento de Policía de la Ciudad de Newburgh

24. Resolution No. 312 - 2020 - Rate Increase for 207 Resolutions LLC

Resolution authorizing the City Manager to enter into an amendment to the 207 Resolutions LLC professional consulting services agreement relating to the management of injured employees covered by General Municipal Law 207-c at a new rate of \$90.00 per hour.

Resolución que autoriza al Gerente de la Ciudad a entrar en una enmienda al acuerdo de servicios de consultoría profesional 207 Resolutions LLC relativo a la gestión de empleados lesionados cubiertos por la Ley General Municipal 207-c a una nueva tasa de \$90.00 por hora.

25. Resolution No. 313 - 2020 - Conservation Advisory Council Re-appointments

Resolution re-appointing Gail Fulton, Alison Filosa and Genie Abrams for two year terms to the Conservation Advisory Council

Resolución que vuelve a nombrar a Gail Fulton, Alison Filosa y Genie Abrams para términos de dos años al Consejo Consultivo de Conservación

26. Resolution No. 314 - 2020 - December 24, 2020 work session & December

28, 2020 Council meeting

Resolution of the City Council of the City of Newburgh cancelling the second work session and regular meeting of December 2020

Resolución del Ayuntamiento de la Ciudad de Newburgh que cancela la segunda sesión de trabajo y reunión regular de diciembre de 2020

27. Resolution No. 315 - 2020 - Authorizing a Payment of Claim with Enterprise Rent-a-Car

A resolution authorizing the City Manager to execute a payment of claim with Enterprise Rent-A-Car in the Amount of \$7,469.63.

Resolucion que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Enterprise Rent-A-Car por el monto de \$7,469.63.

28. Resolution No. 316 - 2020 - To Accept a Donation in the Amount of \$2,500

A resolution authorizing the City Manager to accept a donation from Newbridge Marketing Group and its brand partner L.L. Bean, Inc. in the amount of \$2,500.00

Resolucion que autoriza al Gerente de la Ciudad a aceptar una donacion del Newbridge Marketing Group y su socio de marca L.L. Bean, In. por el monto de \$2.500.00

29. Resolution No. 317-2020 - Agreement with ARCADIS for Professional Services CSO Long Term Control Plan

Resolution authorizing the City Manager to accept a proposal and enter into an agreement for professional engineering services with Arcadis of New York Inc. for Phase II of the Combined Sewer Overflow Long Term Control Plan for the Reconstruction of Broadway between Grand and Dubois Streets and Separation of Sewers on Water Street from Carpenter Avenue to Montgomery Street in an amount not to exceed \$295,000.00.

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y entrar en un acuerdo para servicios profesionales de ingeniería con Arcadis de New York, Inc. para la Fase II del Plan de Control a Largo Plazo del Desbordamiento del Alcantarillado Combinado para la reconstrucción de Broadway entre las Calles Grand y Dubois y Separación de Alcantarillados en la Calle Water desde la Avenida Carpenter y la Calle Montgomery por un monto que no exceda \$295,000.00

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 294 - 2020

OF

NOVEMBER 23, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING FOR DECEMBER 14, 2020 AND
OPENING A 5-DAY COMMENT PERIOD TO HEAR PUBLIC COMMENT
CONCERNING A SUBSTANTIAL AMENDMENT TO THE
CITY OF NEWBURGH CDBG FY2019 ANNUAL ACTION PLAN
FOR A SECOND ALLOCATION OF
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING

WHEREAS, by Resolution No. 327-2018 of November 13, 2018, the City Council of the City of Newburgh, New York approved and adopted the Community Development Block Grant ("CDBG") FY 2019 Annual Action Plan ("AAP"); and

WHEREAS, the City of Newburgh received a second special allocation of CDBG funds authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which requires a Substantial Amendment to the previously authorized FY 2019 AAP, a public hearing and a public comment period;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 5-day period beginning on December 15, 2020 and closing on December 20, 2020 to receive public comment concerning a substantial amendment to the CDBG FY 2019 Annual Action Plan; and

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a substantial amendment to the CDBG FY 2019 Annual Action Plan; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 14th day of December, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not meet in-person and in accordance with the Governor's Executive Order 202.1, as amended, the December 14, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed substantial amendment to the CDBG FY2019 Annual Action Plan as follows:

To view the livestream of the City Council Meeting visit: <https://www.cityofnewburgh-ny.gov/live-video-streaming>.

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_YO2Z90y9SFmynIBOW-VEtA . Please note that there is an underscore between the "N" and "Y").

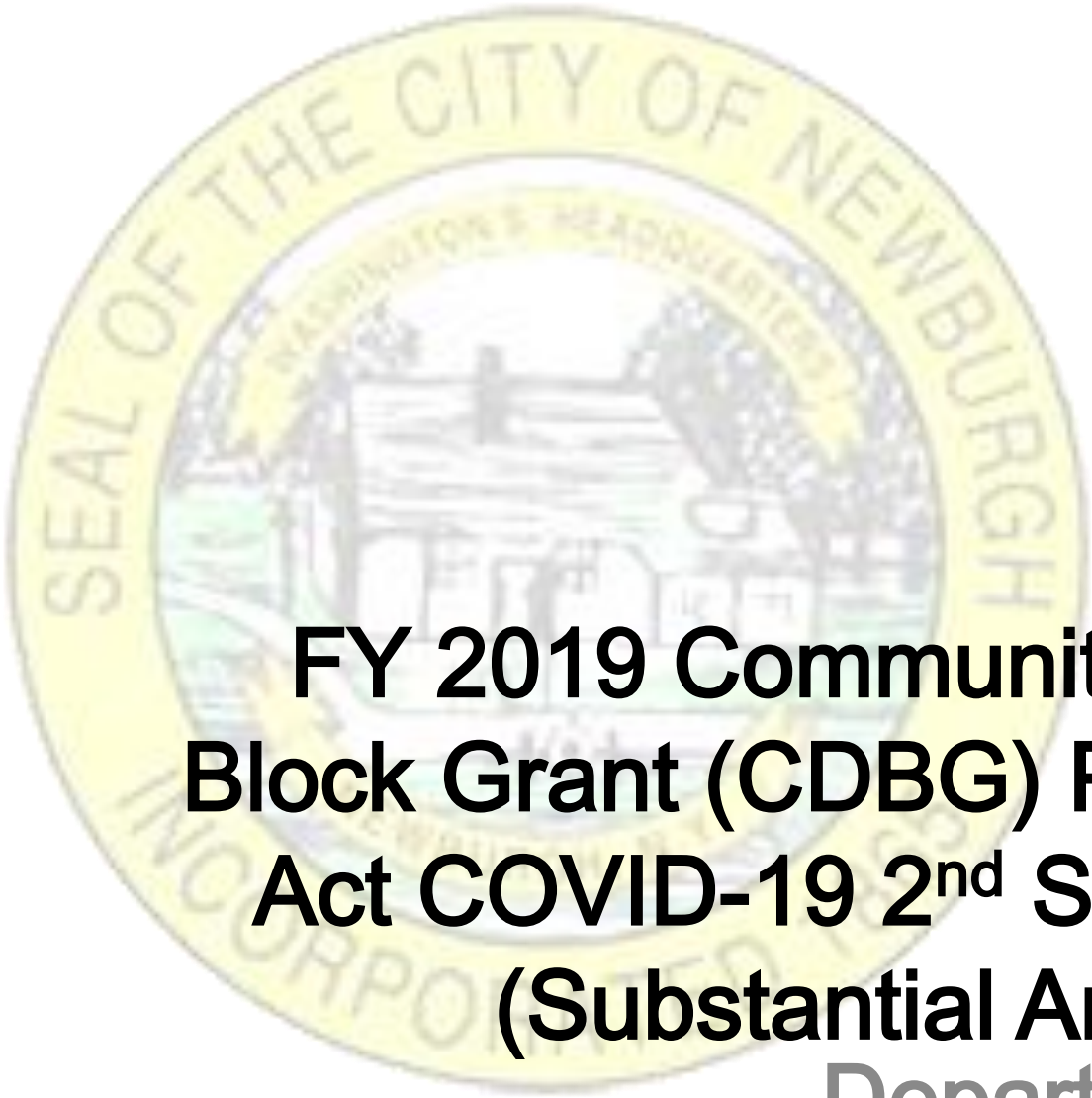
To order to provide comments during the hearing you must register in advance for this webinar no later than 12:00 p.m. on Monday, December 14, 2020 through the Zoom App: https://zoom.us/webinar/register/WN_YO2Z90y9SFmynIBOW-VEtA. Please note that there is an underscore between the "N" and "Y"). Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 12:00 p.m. on Monday, December 14, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 11/23/20
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 24th day of Nov 2020

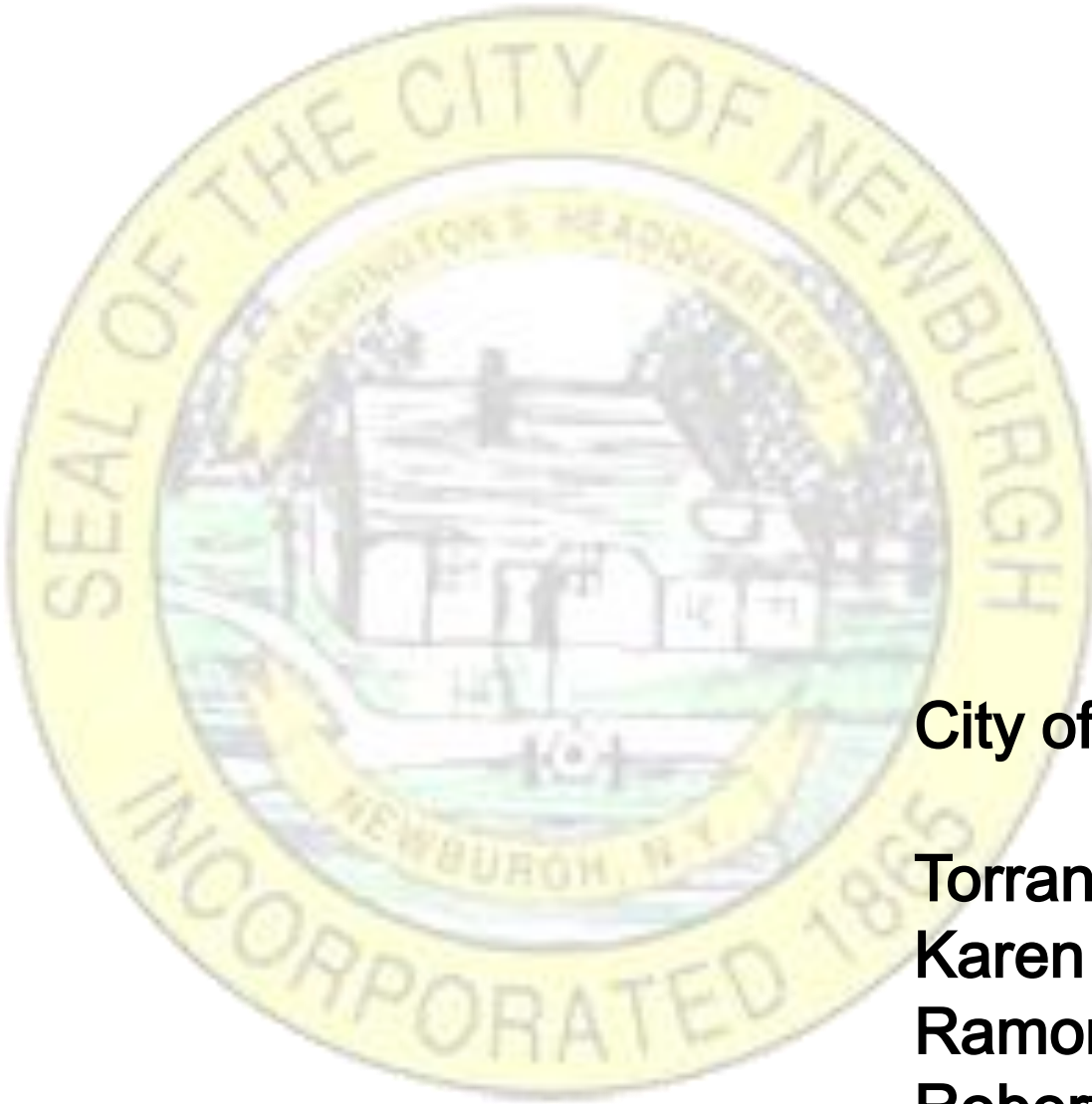
Katrina Cotten
Deputy City Clerk



**FY 2019 Community Development
Block Grant (CDBG) Projects + CARES
Act COVID-19 2nd Special Allocation
(Substantial Amendment)**

Department of Planning &
Development
November, 2020





City of Newburgh City Council:

Torrance Harvey, Mayor

Karen Mejia, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Anthony Grice, At-Large

Omari Shakur, At-Large

(New) CARES Act Funding

- In April, 2020, the City of Newburgh received a special allocation of Community Development Block Grant (CDBG) funds in the amount of \$513,511.00 to “prevent, prepare for, and respond to the Coronavirus (COVID-19).”
- The allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.
- **In September, 2020, the City of Newburgh received an additional allocation of CDBG funds in the amount of \$370,023.00 to “prevent, prepare for, and respond to the Coronavirus (COVID-19).” This funding is referred to as “CDBG-CV3.”**



(New) City of Newburgh FY2019 Substantial Amendment

- Pursuant to “24 CFR § 91.505 - Amendments to the consolidated plan,” amendments may be made to a jurisdiction’s Annual Action Plan (AAP). The jurisdiction’s Citizen Participation Plan (CPP) determines the criteria for a substantial amendment to the AAP.
- The City of Newburgh’s CPP requires a substantial amendment when there is:
 - A “change of more than 25% of the total grant award funding the activity.”
 - A “change the purpose, scope, location, and beneficiaries from one eligible activity to another by more than 25% of the total funds previously authorized.”



(New) City of Newburgh FY2019 Substantial Amendment

- As the CARES Act special allocation to the City of Newburgh is greater than both the “change of more than 25 % of the total grant award funding the activity” and a “change [to] the purpose, scope, location, and beneficiaries from one eligible activity to another by more than 25% of the total funds previously authorized,” the substantial amendment process must be activated in order for the City of Newburgh to accept the funding.
- The substantial amendment process includes:
 - Update to a previously authorized AAP
 - Public Hearing
 - Public Comment Period
 - Submission of updated AAP to the U.S Department of Housing and Urban Development (HUD)



(New) City of Newburgh FY2019 Substantial Amendment

- To expedite and streamline use of the special allocation of CDBG funding, CDBG-CV3, the additional allocation will be added to the City of Newburgh FY2019 AAP.
- Activities added to the FY2019 AAP under the CDBG-CV Funding:

Infrastructure

- Infrastructure Assessment for Internet Access in the City of Newburgh - CARES Act (CDBG-CV): \$30,000.00

Public Service

- Emergency Food Service - CARES Act (CDBG-CV): \$125,000.00
- Child Care Services - CARES Act (CDBG-CV): \$35,000.00
- Neighborhood Service Programming and Materials necessary to carry-out socially distanced activities (ex. Thanksgiving, Christmas/Hannukah, New Year Socially Distanced Activities/PPE): \$155,023.00

Administration

- Administration - CARES Act (CDBG-CV): \$25,000.00

Additional information begins on Slide 11



“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The most recent City of Newburgh Consolidated Plan: **FY2015-FY2019**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



City of Newburgh Community Development Goals

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



City of Newburgh CDBG Projects Overview:

- Manage city-owned properties, through the in rem program.
- Provide access to parkland, trails, and healthy activities in nature
- Positively reinvest in our community and our infrastructure
- Provide public service activities to respond to community need



FY2019: Annual Action Plan Projects updated with CARES Act COVID-19 Special Allocations

**Year 5 of the 5 Year Plan
2015 - 2019**



FY2019 Entitlement + CARES Act Funding Amended CDBG Projects/Funding

Project Name	Description	Project Funding FY2019 Annual Entitlement (CDBG- EN) Funding	Project Funding 1st Round CARES Act (CDBG- CV) Allocation	Project Funding 3rd Round CARES Act (CDBG-CV3) Allocation	Project Funding FY2019 EN + CARES Act (CDBG-CV) Allocations
In Rem Property Program	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	\$215,000.00			\$215,000.00
Complete Streets Program	Sidewalks, Business Façade Improvements, Infrastructure	\$225,000.00			\$225,000.00
	CARES Act (CDBG-CV): Infrastructure Assessment for Internet Access in the City of Newburgh to meet lack of connectivity due to COVID-19.			\$30,000.00	\$30,000.00
Park Improvements	Park Improvements	\$190,786.00			\$190,786.00
Community Policing/Neighborhood Services	Community and Neighborhood Police Initiatives, 2018 National Night Out, 2019 Children's Summer Film Festival	\$18,000.00			\$18,000.00
	CARES Act (CDBG-CV): Public Service: Provide equipment, supplies, and materials necessary to carry-out a public service; Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities. (Newburgh Armory Unity Center, NUFFI, RECAP, Catholic Charities)		\$50,000.00	\$115,000.00	\$165,000.00
	CARES Act (CDBG-CV): Public Service: Provide Emergency Income Payments to cover rent and utility payments due to lack of income as a direct result of COVID-19. (Catholic Charities)		\$413,511.00	\$10,000.00	\$423,511.00
	CARES Act (CDBG-CV): Neighborhood Service Programming and materials necessary to carry-out socially distant activities (ex. Includes Thanksgiving, Christmas/Hannukah, New Year, Winter Socially Distanced Activities, PPE) (City of Newburgh)			\$155,023.00	\$155,023.00
	CARES Act (CDBG-CV): Child Care Services (Jewish Community Center)			\$35,000.00	\$35,000.00
Homeowner Resource Assistance Program	Program to provide resource assistance to homeowners	\$60,000.00			\$60,000.00
Administration	Program Administration, Staff Salaries and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00			\$130,000.00
	CARES Act (CDBG-CV): Program Administration of CDBG-CV funds. Includes program administration costs such as public notices, language translation, mailing, salary, meetings/training, Subrecipient Monitoring.		\$50,000.00	\$25,000.00	\$75,000.00
Total		\$838,786.00	\$513,511.00	\$370,023.00	\$1,722,320.00

**Added through Substantial Amendment (New)
Project: Complete Streets/Infrastructure - CARES
Act (CDBG-CV)**

Previous Budget: \$0.00

***New Budget Allocation: \$30,000.00**

New Budget: \$30,000.00

Summary: Infrastructure Assessment for Internet Access in the City of Newburgh to meet lack of connectivity due to COVID-19 restrictions.



**Added through Substantial Amendment (New)
Project: Public Service, Emergency Food Service -
CARES Act (CDBG-CV)**

Previous Budget: \$50,000.00

***New Budget Allocation: \$115,000.00**

New Budget: \$165,000.00

Summary: Provide equipment, supplies, and materials necessary to carry-out a public service; Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.



**Added through Substantial Amendment (New)
Project: Public Service, Emergency Income
Payment (Rent, Utility Payments) - CARES Act
(CDBG-CV)**

Previous Budget: \$413,511.00

***New Budget Allocation: \$10,000.00**

New Total Budget: \$423,511.00

Summary: Public Service program to provide emergency income payment, to cover rent, utility payments due to lack of income as a direct result of the COVID-19 crisis.*

* Payments made directly to service provider



**Added through Substantial Amendment (New)
Project: Public Service, Neighborhood Services
- CARES Act (CDBG-CV)**

Previous Budget: \$0.00

***New Budget Allocation: \$155,023.00**

New Total Budget: \$155,023.00

Summary: Public Service program to provide social distanced programming and materials necessary to carry-out socially distanced activities (ex. Thanksgiving, Christmas/Hannukah, New Year, Winter activities, PPE)



**Added through Substantial Amendment (New)
Project: Public Service, Child Care Services -
CARES Act (CDBG-CV)**

Previous Budget: \$0.00

***New Budget Allocation: \$35,000.00**

New Total Budget: \$35,000.00

Summary: Public Service program to provide temporary child care services due to Coronavirus.



Added through Substantial Amendment (New)
Project: Administration - CARES Act (CDBG-CV)
Previous Budget: \$50,000.00
***New Budget Allocation: \$25,000.00**
Budget: \$75,000.00

Summary: Funding for Program Administration of CDBG-CV funds. Includes program administration costs such as public notices, language translation, mailing, salary, meetings/training.



Project: In Rem Property Program
Budget: \$215,000.00

Summary: Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.



In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



Project: Complete Streets Project
Budget: \$225,000.00

Summary: Funding to support the following Complete Streets projects:

- Sidewalks
- Façade Improvements (including business signs)
- Infrastructure



Project: Park Improvements
Budget: \$200,000.00

Summary: Funding to support park improvements in the City of Newburgh. Projects to include support to the new South Street Park.



Project: Community Policing/Neighborhood Services
Budget: \$18,000.00

Summary: Funding to support:

- 2019 National Night Out
- 2019 Children's Summer Film Festival



Project: Homeowner Resource Assistance
Budget: \$60,000.00

Summary: Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.

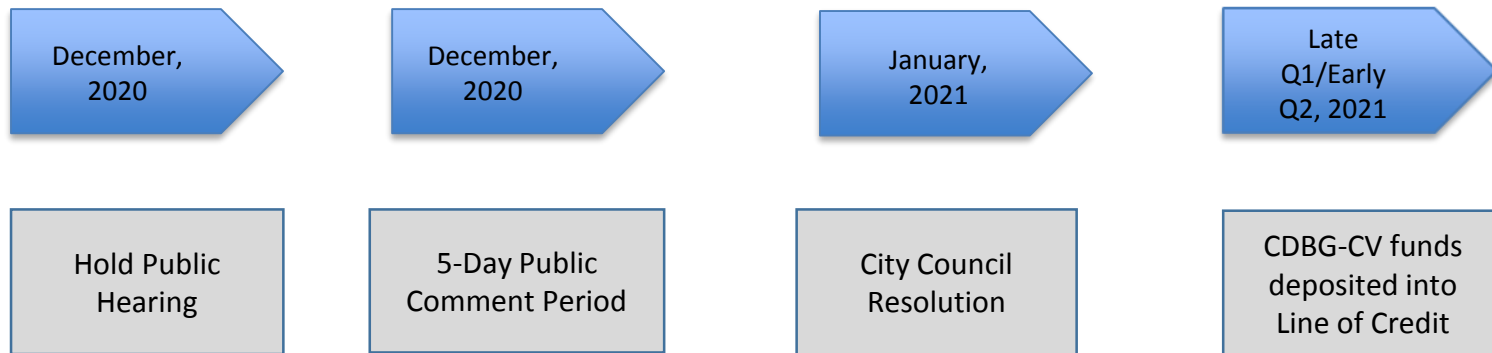


Project: Administration
Project Funding: \$130,000.00

Summary: Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.



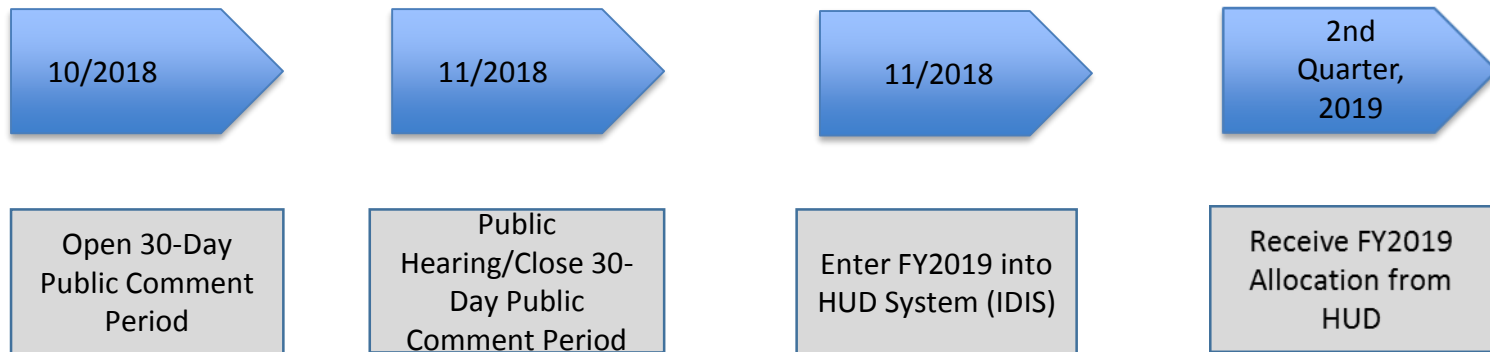
FY2019 CDBG-CV Projects Timeline (New Allocation CDBG-CV3)



FY 2019 CDBG-CV PROJECTS TIMELINE



FY2019 CDBG Projects Timeline



**FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROJECTS TIMELINE**

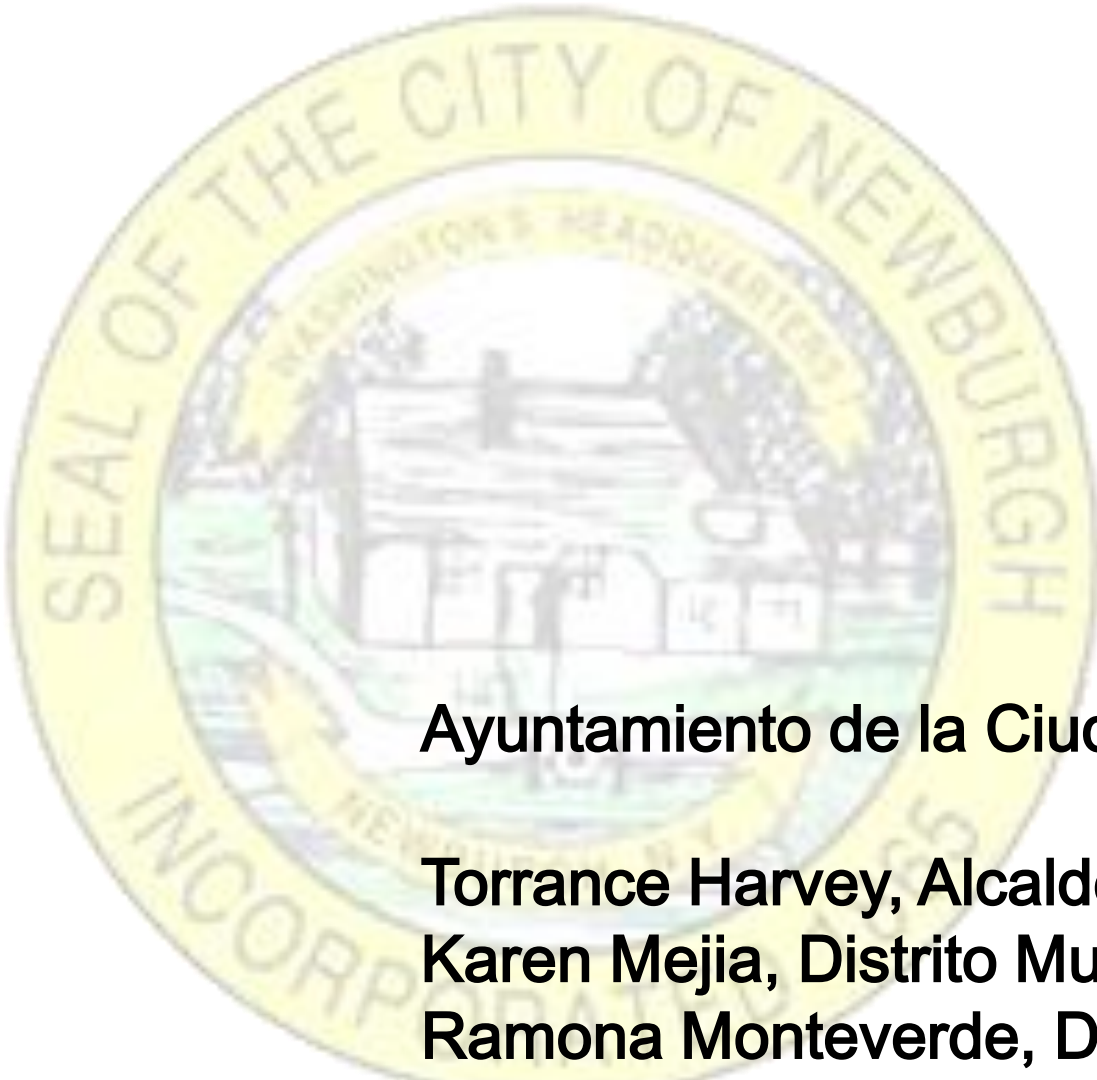


The seal of the City of Newburgh is visible in the background. It is a circular emblem with a yellow outer ring containing the text "SEAL OF THE CITY OF NEWBURGH" and "INCORPORATED 1784". The inner circle features a landscape with a bridge, a ship, and a sun, with the text "WASHINGTON'S HEADQUARTERS" above the bridge.

Año Fiscal 2019
Proyectos de la Subvención en Bloque
para el Desarrollo de la Comunidad
(CDBG) + 2.º Adjudicación Especial de
la Ley CARES COVID-19
(Enmienda Sustancial)

**Departamento de Planeamiento
y Desarrollo**

Noviembre de 2020



Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde

Karen Mejia, Distrito Municipal 1

Ramona Monteverde, Distrito Municipal 2

Robert Sklarz, Distrito Municipal 3

Patty Sofokles, Distrito Municipal 4

Anthony Grice, Representante Independiente

Omari Shakur, Representante Independiente

(Nuevo) Financiación de Ley CARES

- En abril de 2020, la Ciudad de Newburgh recibió una adjudicación especial de fondos de la Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) en la suma de \$513,511.00 para “prevenir, prepararse para afrontar, y responder al Coronavirus (COVID-19)”.
- La adjudicación de fondos fue autorizada por la Ley de Ayuda, Alivio y Seguridad Económica por Coronavirus (Act CARES por sus siglas en inglés), Ley Pública 116-136, firmada por el presidente Trump el 27 de marzo de 2020, para responder a los crecientes efectos de esta histórica crisis de la salud pública.
- En Septiembre de 2020, la Ciudad de Newburgh recibió una adjudicación de fondos CDBG por el monto de \$370,023.00 para “prevenir, prepararse para afrontar, y responder al Coronavirus (COVID-19)”. Estos fondos son referidos como “CDBG-CV3”.



(Nuevo) City of Newburgh - Año Fiscal 2019

Enmienda Sustancial

- Conforme a las “Enmiendas al Plan General - 24 CFR § 91.505 ”, pueden hacerse enmiendas al Plan Anual de Accion (AAP) de una jurisdicción. La jurisdicción del Plan de Participación Ciudadana (CPP) determina el criterio de una enmienda sustancial al AAP.
- El Plan de Participación Ciudadana de la Ciudad de Newburgh (CPP) requiere una enmienda sustancial cuando haya:
 - Un “cambio de más del 25 % del total de los fondos de una subvención otorgada a una actividad”.
 - Un “cambio de propósito, alcance, ubicación y beneficiarios desde una actividad elegible a otra de más del 25 % del total de fondos previamente autorizados”.



(Nuevo) Ciudad de Newburgh - Año Fiscal 2019

Enmienda Sustancial

- Debido a que la Ley CARES otorga una adjudicación especial a la Ciudad de Newburgh superior a ambos: el “cambio de más del 25 % del total del monto de la subvención otorgada para financiar la actividad”, y un “cambio del propósito, alcance, ubicación y beneficiarios desde una actividad elegible a otra en más del 25 % del total de los fondos previamente autorizados”, debe activarse el proceso de enmienda sustancial para que la Ciudad de Newburgh acepte los fondos.
- El proceso de una enmienda sustancial incluye:
 - Actualización de un Plan Anual de Acción previamente autorizado
 - Audiencia pública
 - Período de comentarios públicos
 - Presentación del AAP actualizado al Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD)



(Nuevo) Ciudad de Newburgh - Año Fiscal 2019

Enmienda Sustancial

- Para agilizar y optimizar el uso de la adjudicación especial de los fondos de CDBG, la adjudicación especial CDBG-CV se agregará al AAP del Año Fiscal 2019 de la Ciudad de Newburgh.
- Actividades agregadas al Año Fiscal 2019 del AAP bajo la Financiación CDBG-CV:

Infraestructura

- Evaluación de la Infraestructura para el Acceso a Internet en la Ciudad de Newburgh – Ley CARES (CDBG-CV): \$30,000.00

Servicios Públicos

- Servicios de Emergencia Alimentaria – Ley CARES (CDBG-CV): \$125,000.00
- Servicios de Cuidado Infantil – Ley CARES (CDBG-CV): \$35,000.00
- Servicios en los Barrios de Programas y Materiales necesarios para llevar a cabo actividades sociales con distancia (ej. Actividades con Distancia Social/PPE Acción de Gracias, Navidad/Jánuca, Año Nuevo): \$155,023.00

Administración

- Administración – Ley CARES (CDBG-CV): \$25,000.00

La información adicional comienza en la diapositiva 11



“CDBG” Breve Introducción

- Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) – Administrado por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD).
- Adjudicada a gobiernos locales y estatales en base a fórmula.
- Se requiere que la Ciudad de Newburgh prepare y presente un **Plan General** que establezca metas para el uso de los fondos CDBG. Siendo el más reciente Plan General de la Ciudad de Newburgh: **Año Fiscal 2015-2019**.
- Los proyectos DEBEN estar de acuerdo con las prioridades nacionales del CDBG:
 - Actividades que beneficien a personas de bajos-o-moderados ingresos;
 - La prevención o eliminación of barriadas precarias o barrios arruinados; o
 - El desarrollo de actividades que aborden amenazas urgentes a la salud o la seguridad.

Metas para el Desarrollo Comunitario de la Ciudad de Newburgh

- Desarrollo Económico sin Desplazamiento.
- Mejorar la comunicación y extensión comunitaria.
- Apoyar un ambiente que valore la diversidad, recompense la independencia, alimente la creatividad, y nos reúna a todos.

El éxito de la construcción de una comunidad requiere reestablecer la confianza; lo que lleva tiempo, paciencia, comunicación y la inclusión de todos.



Descripción de Proyectos CDBG de la Ciudad de Newburgh:

- Administrar los bienes de propiedad-de-la-ciudad a través del programa que está en-efecto (*in rem*).
- Proveer acceso a parques, senderos y actividades saludables realizadas en la naturaleza.
- Reinvertir de modo beneficioso en nuestra comunidad y nuestra infraestructura.
- Proveer actividades de servicio público para responder a las necesidades de la comunidad.



Año Fiscal 2019: Proyectos del Plan Anual de Acción actualizados con la Adjudicación Especial de la Ley CARES COVID-19

5.º Año del Plan de 5 Años
2015 - 2019



Fondos de *Entitlement* del Año Fiscal 2019 + Enmiendas a Financiación/Proyectos de CDBG por Ley CARES

Nombre del Proyecto	Descripción	Fondos Proyectos Año Fiscal 2019 – Financiación Anual del <i>Entitlement</i> (CDBG-EN)	1.ª Ronda de Adjudicación de Fondos, Ley CARES (CDBG-CV)	3.ª Ronda de Adjudicación de Fondos de Proyectos, Ley CARES (CDBG-CV3)	Adjudicación de Fondos de Proyectos de Año Fiscal 2019 EN + Ley CARES (CDBG-CV)
En-Efecto Programa de Propiedades	Salarios de 3 empleados a-tiempo-completo, En-Efecto Aprovechamiento a Propietarios, Entrenamiento En-Efecto	\$215,000.00			\$215,000.00
Programa de Calles Completas	Aceras, Mejoramiento de fachadas de negocios, infraestructura	\$225,000.00			\$225,000.00
	Ley CARES (CDBG-CV): Evaluación de la Infraestructura para el Acceso a Internet en la Ciudad de Newburgh para satisfacer la falta de conectividad debida al COVID-19			\$30,000.00	\$30,000.00
Mejoramiento de Parques	Mejoramiento de Parques	\$190,786.00			\$190,786.00
Acuerdos de Vigilancia Comunitaria/Servicios a Barrios	Iniciativas de Vigilancia Comunitaria y de Barrios. 2018-Salida Nocturna Nacional, 2019-Festival de Verano de Cine Infantil	\$18,000.00			\$18,000.00
	Ley CARES (CDBG-CV): Servicio Público: Provee equipamientos, suministros y materiales necesarios para llevar a cabo servicios públicos; Entregar comidas a domicilio (meals on wheels) a individuos en cuarentena o individuos que necesiten mantener distancia social debido a sus vulnerabilidades médicas. (Newburgh Armory Unity Center, NUFFI, RECAP, Catholic Charities)		\$50,000.00	\$115,000.00	\$165,000.00
	Ley CARES (CDBG-CV): Servicio Público: Programa de Servicio Público para proveer pagos de ingresos de emergencia (alquiler), para cubrir el alquiler, debido a la falta de ingresos como resultado directo de la crisis del COVID-19. (Catholic Charities)		\$413,511.00	\$10,000.00	\$423,511.00
	Ley CARES (CDBG-CV): Servicios en los Barrios de Programas y Materiales necesarios para llevar a cabo actividades sociales con distancia (ej. Incluye Acción de Gracias, Navidad/Jánuo, Año Nuevo, Actividades Invernales con Distancia Social, PPE) (Ciudad de Newburgh)			\$155,023.00	\$155,023.00
	Ley CARES (CDBG-CV): Servicios de Cuidados Infantiles (Jewish Community Center)			\$35,000.00	\$35,000.00
Programa de Recursos de Asistencia a Propietarios de Hogar	Programa para proveer recursos de asistencia a propietarios de hogar	\$60,000.00			\$60,000.00
Administración	Costes: Administración de Programa, Salarios y Beneficios del Personal, Operativos (correo), Entrenamiento/Conferencias	\$130,000.00			\$130,000.00
	Ley CARES (CDBG-CV): Fondos de Administración de Programa CDBG-CV. Incluye costes de administración de programa, como ser, noticias públicas, traducción de lenguaje, correo, salario, reuniones/entrenamiento. Monitoreo de los Sub-recipientes		\$50,000.00	\$25,000.00	\$75,000.00
Total		\$838,786.00	\$513,511.00	\$370,023.00	\$1,722,320.00

**Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Calles Completas/Infraestructura – Ley CARES
(CDBG-CV)**

Presupuesto previo: \$0.00

***Adjudicación de Nuevo Presupuesto: \$30,000.00**

Nuevo Presupuesto Total: \$30,000.00

Sumario: Realizar evaluación de la Infraestructura de Acceso a Internet en la Ciudad de Newburgh, para solucionar la falta de conectividad debido a las restricciones producidas por COVID 19 .

**Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Servicio de Emergencia
Alimentaria – Ley CARES (CDBG-CV)**

Presupuesto Previo: \$50,000.00

***Adjudicación de Nuevo Presupuesto: \$115,000.00**

Nuevo Presupuesto Total: \$165,000.00

Sumario: Provee equipamiento, suministros y materiales necesarios para llevar a cabo este servicio público; Entrega de comidas a domicilio (*meals on wheels*) a los individuos que estén en cuarentena o que necesiten mantener distancia social debido a su vulnerabilidad médica.



**Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Pago de Ingresos de
Emergencia (Alquiler, Pago de Servicios) – Ley CARES
(CDBG-CV)**

Presupuesto Previo: \$413,511.00

***Adjudicación de Nuevo Presupuesto: \$10,000.00**

Nuevo Presupuesto Total: \$423,511.00

Sumario: El programa de Servicios Públicos provee pagos de ingresos de emergencia para cubrir el alquiler, el pago de los servicios, como ser, electricidad, gas. etc., debido a la falta de ingresos producida como resultado directo de la crisis provocada por COVID-19*.



* Los pagos se realizan directamente al proveedor de servicios

**Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Servicios en los Barrios –
Ley CARES (CDBG-CV)**

Presupuesto Previo: \$0.00

***Adjudicación de Nuevo Presupuesto: \$155,023.00**

Nuevo Presupuesto Total: \$155,023.00

Sumario: Programa de Servicio Público para proveer programas sociales con distancia y los materiales necesarios para llevar a cabo actividades sociales con distancia (ej. Día de Acción de Gracias, Navidad/Jánuca, Año Nuevo, Actividades Invernales, Equipo de Protección Personal (PPE))



Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Servicios de Cuidado
Infantil – Ley CARES (CDBG-CV)
Presupuesto Previo: \$0.00
***Adjudicación de Nuevo Presupuesto: \$35,000.00**
Nuevo Presupuesto Total: \$35,000.00

Sumario: Programa de Servicio Público para proveer servicios temporarios de cuidado infantil debido al Coronavirus.



Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Administración – Ley CARES (CDBG-CV)
Presupuesto Previo: \$50,000.00
***Nueva Adjudicación de Presupuesto: \$25,000.00**
Presupuesto: \$75,000.00

Sumario: Financiación del Programa de Administración de Fondos del CDBG-CV. Incluye costes de administración del programa, como ser, noticias públicas, traducción de lenguaje, correo, salarios, reuniones/entrenamiento.



Proyecto: Programa de Propiedades En-Efecto
Presupuesto: \$215,000.00

Sumario: Continuar la financiación de los programas En-Efecto, incluyendo los salarios de 3 empleados a-tiempo-completo (2 empleados DPW y un Especialista en Desarrollo Económico); materiales En-Efecto para el programa de propiedades, como ser, pintura, madera contrachapada; Entrenamiento En-Efecto.



Destacados del Programa de Propiedades En-Efecto

- Dotación de personal: 2 empleados a-tiempo-completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planeamiento y Desarrollo dedicados al programa que está en-efecto.
- Provisión de mantenimiento y seguridad a las propiedades vacantes. Mantiene la habitabilidad de las propiedades, conserva el buen aspecto de los barrios y mantiene/incrementa el valor de las propiedades.



Proyecto: Proyecto Calles Completas

Presupuesto: \$225,000.00

Sumario: Financiación para apoyar los siguientes proyectos de Calles Completas:

- Aceras
- Mejoramiento de fachadas (incluyendo carteles de tiendas)
- Infraestructura



Proyecto: Mejoramiento de Parques
Presupuesto: \$200,000.00

Sumario: Financiación para apoyar el mejoramiento de los parques de la Ciudad de Newburgh. Los proyectos incluyen el apoyo al nuevo Parque South Street.



Proyecto: Vigilancia Comunitaria/Servicios a los barrios

Presupuesto: \$18,000.00

Sumario: Financiación para apoyar:

- 2019 Salida Nocturna Nacional
- 2019 Festival de Verano de Cine Infantil



Proyecto: Recursos de Asistencia al Propietario

Presupuesto: \$60,000.00

- Sumario: Financiación para apoyar al programa de asistencia al propietario de bajos-ingresos. Incluye reparaciones y otra clase de asistencia, como ser, consejería financiera/presupuesto.



Proyecto: Administración

Financiación del Proyecto: \$130,000.00

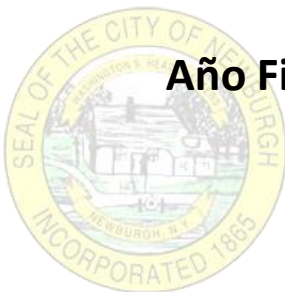
Sumario: La financiación incluye el salario y beneficios del Director de Desarrollo Comunitario, Correo de Administración, Suministros y Administración del Programa/Entrenamiento/Conferencia.



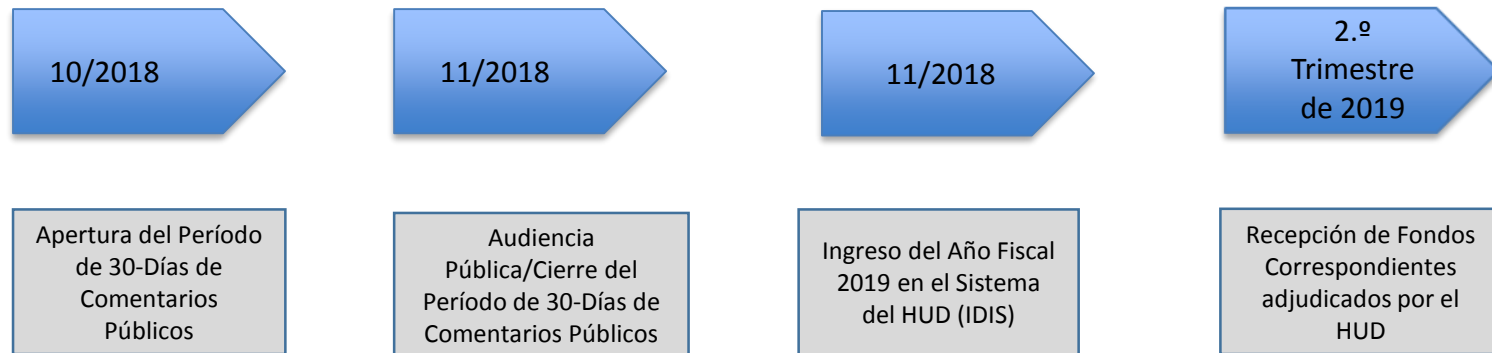
Año Fiscal 2019 CDBG-CV - Línea del Tiempo de los Proyectos (Nueva Adjudicación CDBG-CV3)



Año Fiscal 2019 CDBG-CV LÍNEA DEL TIEMPO DE LOS PROYECTOS



Año Fiscal 2019 CDBG - Línea del Tiempo de los Proyectos



Año Fiscal 2019 - SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO DE LA COMUNIDAD (CDBG) – LÍNEA DEL TIEMPO DE LOS PROYECTOS



RESOLUTION NO.: 297 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
NEW LICENSE AND ACCESS AGREEMENT WITH
CENTRAL HUDSON GAS & ELECTRIC CORPORATION AND ITS CONTRACTED
AGENTS TO ALLOW ACCESS TO CITY OWNED PROPERTY UNDER A
BROWNFIELD CLEANUP AGREEMENT
AT THE LITTLE BRITAIN ROAD SERVICE CENTER**

WHEREAS, Central Hudson Gas & Electric Corporation (“CHG&E”) entered into a Brownfield Cleanup Agreement at the Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No. C336031 (“the Site”) with the New York State Department of Environmental Conservation which, among other things, requires CHG&E to conduct additional groundwater investigations as part of the final engineering report for the cleanup; and

WHEREAS, the proposed groundwater investigation includes the installation of an additional groundwater monitoring well on the City’s water supply property located adjacent to the Site, which is owned and controlled by the City and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County (“the City Property”); and

WHEREAS, by Resolution No. 337-2017 of December 11, 2017, the City Council authorized a License and Access Agreement with CHG&E and their contracted agents to allow access to the City Property in connection with the voluntary cleanup of the Site; and

WHEREAS, CHG&E wishes to continue the ongoing groundwater investigation in order to comply with its obligations under the Brownfield Cleanup Agreement, and has requested that the City provide additional access to the portions of the City Property, subject to the conditions provided in a new License and Access Agreement which includes the approximate proposed location and position of the monitoring well on the accompanying map or plan; and

WHEREAS, this Council has reviewed the attached new License and Access Agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the new License and Access Agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by Corporation Counsel, with Central Hudson Gas & Electric Corporation and their contracted agents to allow additional access to City owned property under a Brownfield Cleanup Agreement at the Little Britain Road Service Center located at 610 Little Britain Road, New Windsor, New York.

LICENSE AND ACCESS AGREEMENT

This Agreement is made as of the ____ day of _____, 202__, by and between The City of Newburgh (the "City"), a New York State municipal corporation having offices at 83 Broadway, Newburgh, New York 12550, and Central Hudson Gas & Electric Corporation ("CHG&E"), a corporation organized and existing under the laws of the State of New York, having offices at 284 South Avenue, Poughkeepsie, New York 12601-4879.

WITNESSETH:

WHEREAS, CHG&E entered into a Brownfield Cleanup Agreement at CHG&E's Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No. C336031 ("the Site") with the New York State Department of Environmental Conservation ("NYSDEC") which, among other things, requires CHG&E to conduct additional groundwater investigations as part of the final engineering report for the cleanup; and

WHEREAS, the proposed groundwater investigation includes the installation of an additional groundwater monitoring well on the City's water supply property located adjacent to the Site, which is owned and controlled by the City and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County ("the City Property"), the approximate proposed location and position of the monitoring well is shown as set forth on the map or plan hereto attached and made a part hereof (the "Survey"); and

WHEREAS, CHG&E and the City are parties to a License and Access Agreement dated December 17, 2017 ("December 2017 Agreement") providing access to CHG&E to portions of the City Property identified therein; and

WHEREAS, CHG&E wishes to continue the ongoing groundwater investigation in order to comply with its obligations under the Brownfield Cleanup Agreement, and the City agrees to provide additional access to CHG&E to the portions of the City Property, subject to the conditions provided below, to allow CHG&E to perform the groundwater investigation.

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, CHG&E and the City agree as follows:

1. The City hereby represents that it owns certain real property adjacent to the Site and more accurately described as Section 4, Block 1, Lot 12.2 on the official tax map of the City of Newburgh (“the City Property”) and that it has duly authorized this License and Access Agreement. The City hereby grants CHG&E a revocable license for CHG&E and CHG&E’s employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the City Property and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform certain groundwater investigation and remedial work in connection with the clean-up of the Site.
2. Entry to the City Property is limited to the minimum access necessary to install the monitoring well as shown on the Survey and accomplish the sampling sufficient to complete the groundwater investigation which cannot be completed by any other means. CHG&E shall access the City Property in such location and position and perform work in such manner as will be satisfactory to the City. CHG&E 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, and to obtain any and all permits required thereby. When accessing the City Property, CHG&E and its designated representatives will comply with applicable City worker safety and other requirements.

3. CHG&E will provide the City and/or its designated representatives with a copy of the Remedial Investigation Work Plan, approved by NYSDEC, at least thirty (30) business days before any work is to begin on the City Property.
4. CHG&E, or its designated representatives, will notify the City Engineer and the City Water Superintendent via phone or electronic mail at least ten (10) days in advance of anticipated access to the City Property and such notice will include:
 - a. the date, expected time and approximate duration of the requested access;
 - b. the reason(s) for the requested access;
 - c. the person(s) who will be visiting and their affiliation; and
 - d. the nature of the work to be performed on the City Property.
5. Any access to the City Property by CHG&E and its designated representatives will generally occur between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The City retains the authority to observe any activities performed by CHG&E and its designated representatives during its access to the City Property, and all such observers will abide by all applicable health and safety requirements provided to them by CHG&E or its designated representatives.
6. Nothing in this Agreement shall preclude CHG&E and its designated representatives from accessing the City Property during an emergency or unanticipated event that requires immediate access. In such a situation, CHG&E

and its designated representatives shall provide notice to the City Engineer and City Water Superintendent as soon as possible under the circumstances.

7. CHG&E will be responsible for properly handling of and off-site disposal of all materials it generates on or from the City Property, including but not limited to any contaminated soils, sediments or liquids, and the City will have no liability regarding these materials. All groundwater purged from the monitoring wells shall be collected and disposed of at an approved off-site location.
8. CHG&E will be responsible for all costs associated with the groundwater investigation, including but not limited to the installation of monitoring wells, groundwater sampling activities and monitoring well abandonment. CHG&E will reimburse the City for any and all actual costs and/or expenses, if any, incurred by the City in connection with activities covered by this Agreement.
9. CHG&E agrees to properly abandon the monitoring wells upon the close of the groundwater investigation or upon direction from the City or New York State Department of Environmental Conservation.
10. CHG&E agrees to install and properly maintain all necessary erosion & sediment control measures in connection with this project. All disturbed areas shall be restored with seed & mulch, hydroseed or erosion control matting at the completion of ground disturbance activities. All erosion & sediment control measures shall be removed in a timely manner once the site has been properly stabilized.
11. CHG&E agrees to submit an as-built survey, signed and sealed by a licensed surveyor currently registered in New York State, showing the actual location of

the monitoring wells in relation to adjacent property lines and structures. The as-built survey shall be submitted within 6 months upon completion of the monitoring well installation.

12. CHG&E shall not commence or perform work nor operate machinery under this License and Access Agreement until it has obtained all insurance required under this paragraph 12 and such insurance has been approved by the City.

- A. Workers' Compensation Insurance – CHG&E 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 – CHG&E shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

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

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

3. CHG&E 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 and Access Agreement.

C. CHG&E may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which CHG&E retains such agents, CHG&E and such agents shall provide and maintain insurances as required by this Paragraph 12 and name the City as additional insured under insurance coverage concerning CHG&E performance of the work referenced herein.

13. CHG&E agrees to indemnify and hold harmless the City from any and all claims, damages, suits, actions, proceedings, losses and expenses (collectively, referred to as "claims") which may be incurred or awarded against the City or its designated representative arising from the access granted to CHG&E and its designated representatives. Said indemnification includes all costs of defense of any action brought against the City or its designated representative. CHG&E may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by CHG&E, it will submit the proposed settlement to the City for its concurrence. CHG&E agrees to provide all litigation papers to the City.
14. The indemnification obligations contained in paragraph 13 shall survive for a period of 3 years after this License and Access Agreement is terminated.

15. Notwithstanding anything to the contrary in this License and Access Agreement, the City and CHG&E agree to attempt to resolve promptly any disputes or material breaches that arise under this Agreement, and to submit any disputes that are not resolved promptly to dispute resolution, which shall mean submitting the dispute to a neutral third party mediator or arbitrator, as mutually agreed upon by the City and CHG&E. In addition, following dispute resolution, the City and CHG&E reserve whatever rights they may have in law and equity to seek relief in a court of competent jurisdiction in the event that an alleged material breach of any provision of this License and Access Agreement results in damages and/or indirect costs to either party.

16. The CHG&E contact shall be:

Mark McLean
Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601-4879
Telephone: (845) 486-5461
mmclean@cenhud.com

The City contact shall be:

Jason C. Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550
Telephone: (845) 569-7448
jmorris@cityofnewburgh-ny.gov

Any changes to these contact people, telephone numbers or e-mail addresses by a party shall be provided to the other as soon as practicable.

17. This License and Access Agreement shall become effective upon execution by the authorized representatives of the City and CHG&E and shall expire and terminate

upon the completion of the groundwater investigation by CHG&E and its agents, employees and contractors, and the restoration of the property to a clean and orderly state as confirmed by both the City Engineer and City Water Superintendent. CHG&E shall post a bond in the amount of \$25,000.00 prior to the commencement or performance of work under this Agreement and the form and amount of the bond has been approved by the City.

18. This License and Access Agreement shall terminate upon written notice by either party to the other stating the reason or reasons for termination and providing no less than 1 month advance notice of said termination. A notice of termination by the City shall be subject to dispute resolution as provided in Paragraph 15, above, should CHG&E wish to invoke dispute resolution.
19. This License and Agreement may not be assigned or sub-let to any other party and may not be modified except by a writing subscribed by both parties to this License and Access Agreement.
20. It is understood and agreed that no vested right in the City Property 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 City held the City Property prior to the execution of this License and Access Agreement.
21. CHG&E agrees to pay an annual land use fee of \$1,000 due upon execution of this License and Access Agreement by CHG&E, and payable upon the anniversary date of the executed contract until such time that the monitoring wells are properly abandoned as determined by both the NYSDEC and the City. Any

past due fees shall be paid to the City prior to execution of this License and Access Agreement by the City.

22. This License and Access Agreement shall supersede all previous agreements related to entry and access to the City Property. In the event any provision of this License and Access Agreement shall vary from the December 2017 Agreement or any other previous agreements related to entry and access to the City Property, this License and Access Agreement shall govern.

City of Newburgh

Central Hudson Gas &
Electric Corporation

By:

By:

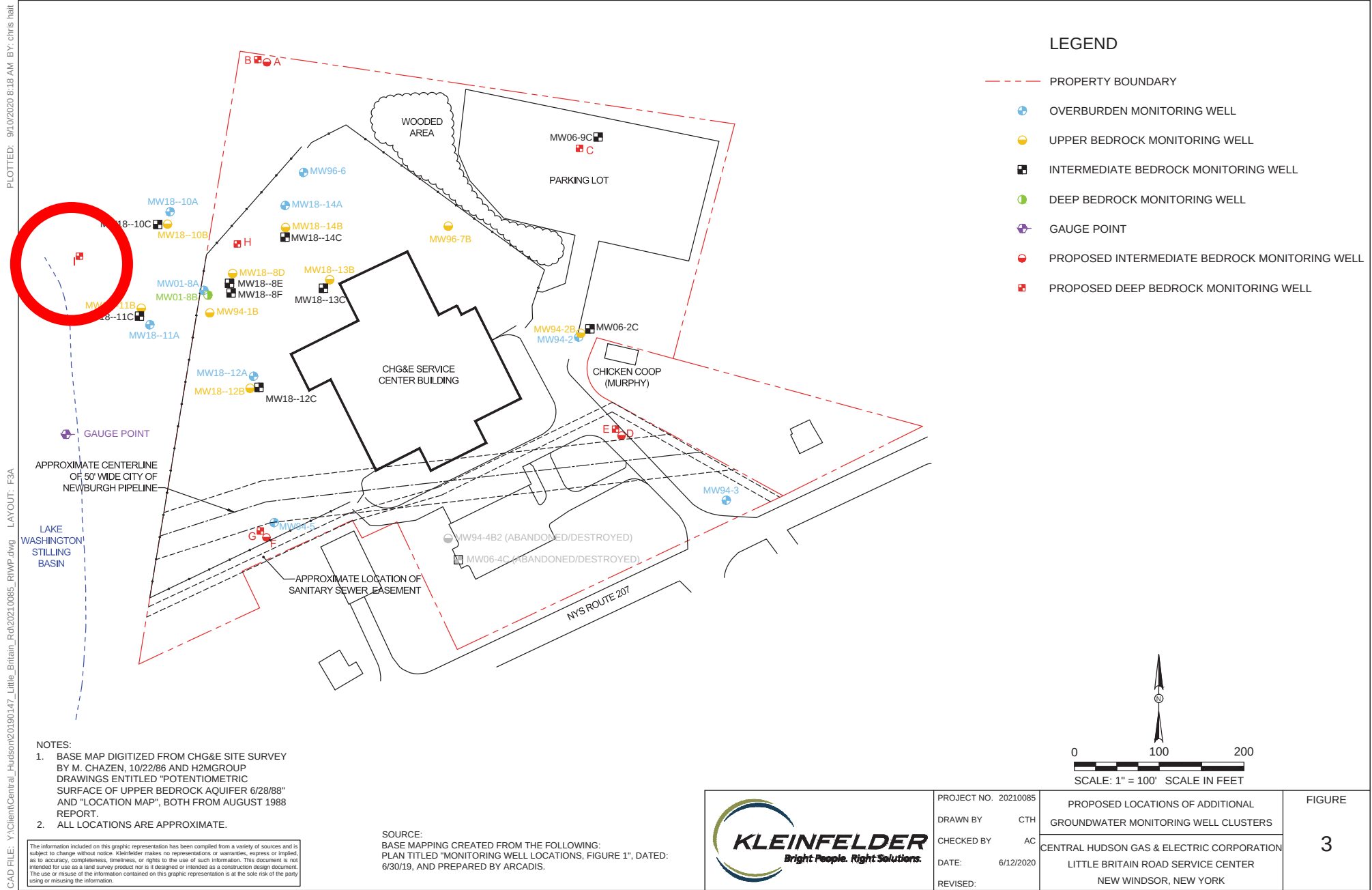
Date:_____

Date:_____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

TODD VENNING
City Comptroller



The information included on this graphic representation has been compiled from a variety of sources and is subject to change without notice. Kleinfelder makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a land survey product nor is it designed or intended as a construction design document. The use or misuse of the information contained on this graphic representation is at the sole risk of the party using or misusing the information.

	PROJECT NO.	20210085	PROPOSED LOCATIONS OF ADDITIONAL GROUNDWATER MONITORING WELL CLUSTERS CENTRAL HUDSON GAS & ELECTRIC CORPORATION LITTLE BRITAIN ROAD SERVICE CENTER NEW WINDSOR, NEW YORK	FIGURE 3
	DRAWN BY	CTH		
	CHECKED BY	AC		
	DATE:	6/12/2020		
	REVISED:			

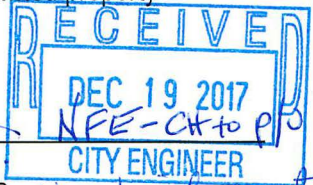
ROUTING SLIP FOR CITY MANAGER SIGNATURE

Please ensure Resolution No. is included on document under City Manager Signature

Kindly return a final copy of this executed Routing Slip for the Engineer's file

Document Title:

Agreement allowing Central Hudson Gas & Electric Corp and its contracted agents access to City-owned property in connection with the Voluntary Cleanup of the Little Britain Road Service Center



12/19 - two originals left for Mark McLean to p/o - one to be returned upon full execution for City filing

X Date Submitted: 12/13/17 Date Required: ASAP

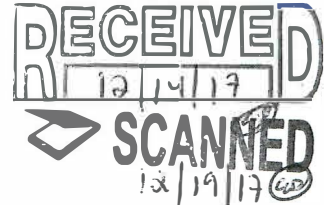
Original FE agreement received from CH&E on 1/10/18

Originated by: Jason C. Morris, City Engineer

AUTHORIZING RESOLUTION No. for Signature 337-2017

Attached: ☒ Yes ☐ No If no resolution, please CHECK "No" and explain:

X Filed w/ City Clerk original; emailed copy to city staff on 1/10/18



REVIEWED AND APPROVED (Applicable Department Heads)

☒ Approved as to Form:

☒ Approved as to Substance:

☒ Kathryn Mack, City Comptroller Date 12/14/17 ☐ Acting Police Chief Joseph Cortez

☒ Approved as to Form:

☒ Approved as to Substance:

☒ Resolution Required for CM Signature

☒ Michelle Kelson, Corporation Counsel Date 12/14/17 ☐ Acting Chief Ahlers, Fire Department

☒ Jason Morris, City Engineer Date 12-13-17 ☐ George Garrison, DPW Superintendent

☐ Deirdre Glenn, Planning & Development

☐ Nick Crispino, Information Systems Manager

☐ Derrick Stanton, Recreation Director

☐ Michelle Mills, Civil Service Administrator

☐ Ellen Fillo, Community Development Director

☒ Wayne Vradenburg, Water Superintendent Date 12/13/17

☐ Other Staff

Title

RESOLUTION NO.: 337 - 2017

OF

DECEMBER 11, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
ACCESS AGREEMENT WITH CENTRAL HUDSON GAS & ELECTRIC CORPORATION
AND ITS CONTRACTED AGENTS TO ALLOW ACCESS
TO CITY OWNED PROPERTY IN CONNECTION WITH THE
VOLUNTARY CLEANUP OF THE LITTLE BRITAIN ROAD SERVICE CENTER

WHEREAS, Central Hudson Gas & Electric Corporation ("CHG&E") entered into a voluntary cleanup agreement at CHG&E's Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No.V00312-3 with the New York State Department of Environmental Conservation which, among other things, requires CHG&E to conduct additional groundwater investigations as part of the final engineering report for the cleanup; and

WHEREAS, the proposed groundwater investigation includes the review of pre- and post-excavation groundwater quality, installation of additional monitoring wells, and the preparation of a groundwater monitoring plan which includes the installation of groundwater monitoring wells on the City's water supply property located adjacent to the Site, which is owned and controlled by the City and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County ("the City Property"), the approximate proposed location and position of which monitoring wells are shown as set forth on the map or plan hereto attached and made a part hereof; and

WHEREAS, CHG&E wishes to begin the groundwater investigation in order to comply with its obligations under the voluntary cleanup agreement, and the City agrees to provide access to CHG&E to the portions of the City Property to allow CHG&E to perform the groundwater investigation, subject to the conditions provided within the attached agreement; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the access agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by Corporation Counsel, with Central Hudson Gas & Electric Corporation and their contracted agents to allow them access to City owned property in connection with the voluntary cleanup of the Little Britain Road Service Center located at 610 Little Britain Road, New Windsor, New York.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Dec 11
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 11 day of Dec, 2017

City Clerk

LICENSE AND ACCESS AGREEMENT

This Agreement is made as of the 29TH day of DECEMBER, 2017, by and between The City of Newburgh (the "City"), a New York State municipal corporation having offices at 83 Broadway, Newburgh, New York 12550, and Central Hudson Gas & Electric Corporation ("CHG&E"), a corporation organized and existing under the laws of the State of New York, having offices at 284 South Avenue, Poughkeepsie, New York 12601-4879.

WITNESSETH:

WHEREAS, CHG&E entered into a voluntary cleanup agreement at CHG&E's Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No.V00312-3 ("the Site") with the New York State Department of Environmental Conservation ("NYSDEC") which, among other things, requires CHG&E to conduct additional groundwater investigations as part of the final engineering report for the cleanup; and

WHEREAS, the proposed groundwater investigation includes the review of pre- and post-excavation groundwater quality, installation of additional monitoring wells, and the preparation of a groundwater monitoring plan which includes the installation of groundwater monitoring wells on the City's water supply property located adjacent to the Site, which is owned and controlled by the City and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County ("the City Property"), the approximate proposed location and position of which monitoring wells are shown as set forth on the map or plan hereto attached and made a part hereof (the "Survey"); and

WHEREAS, CHG&E wishes to begin the groundwater investigation in order to comply with its obligations under the voluntary cleanup agreement, and the City agrees to provide access to CHG&E to the portions of the City Property, subject to the conditions provided below, to allow CHG&E to perform the groundwater investigation.

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, CHG&E and the City agree as follows:

1. The City hereby represents that it owns certain real property adjacent to the Site and more accurately described as Section 4, Block 1, Lot 12.2 on the official tax map of the City of Newburgh ("the City Property") and that it has duly authorized this License and Access Agreement. The City hereby grants CHG&E a revocable license for CHG&E and CHG&E's employees, agents and contractors, upon the conditions hereinafter stated, to enter upon the City Property and to take thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain groundwater investigation work activities in connection with the voluntary cleanup of the Site.
2. Entry to the City Property is limited to the minimum access necessary to install the monitoring wells as shown on the Survey and accomplish the sampling sufficient to complete the groundwater investigation which cannot be completed by any other means. CHG&E shall access the City Property in such location and position and perform work in such manner as will be satisfactory to the City. CHG&E agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any applicable laws, ordinances or other lawful authority, and to obtain any and all permits required therefor. When

accessing the City Property, CHG&E and its designated representatives will comply with applicable City worker safety and other requirements.

3. CHG&E will provide the City and/or its designated representatives with a copy of the Groundwater Investigation Work Plan, approved by NYSDEC, at least thirty (30) business days before any work is to begin on the City Property.
4. CHG&E, or its designated representatives, will notify the City Engineer and the City Water Superintendent via phone or electronic mail at least ten (10) days in advance of anticipated access to the City Property and such notice will include:
 - a. the date, expected time and approximate duration of the requested access;
 - b. the reason(s) for the requested access;
 - c. the person(s) who will be visiting and their affiliation; and
 - d. the nature of the work to be performed on the City Property.
5. Any access to the City Property by CHG&E and its designated representatives will generally occur between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The City retains the authority to observe any activities performed by CHG&E and its designated representatives during its access to the City Property, and all such observers will abide by all applicable health and safety requirements provided to them by CHG&E or its designated representatives.
6. Nothing in this Agreement shall preclude CHG&E and its designated representatives from accessing the City Property during an emergency or unanticipated event that requires immediate access. In such a situation, CHG&E

and its designated representatives shall provide notice to the City Engineer and City Water Superintendent as soon as possible under the circumstances.

7. CHG&E will be responsible for the proper handling and off-site disposal of all materials it generates on or from the City Property, including but not limited to any contaminated soils, sediments or liquids, and the City will have no liability regarding these materials. All groundwater purged from the monitoring wells shall be collected and disposed of at an approved off-site location.
8. CHG&E will be responsible for all costs associated with the groundwater investigation, including but not limited to the installation of monitoring wells, groundwater sampling activities and monitoring well abandonment. CHG&E will reimburse the City for any and all actual costs and/or expenses, if any, incurred by the City in connection with activities covered by this Agreement.
9. CHG&E agrees to properly abandon the monitoring wells upon the close of the groundwater investigation or upon direction from the City or New York State Department of Environmental Conservation.
10. CHG&E agrees to install and properly maintain any and all necessary erosion & sediment control measures in connection with this project. All disturbed areas shall be restored with seed & mulch, hydroseed or erosion control matting at the completion of ground disturbance activities. All erosion & sediment control measures shall be removed in a timely manner once the site has been properly stabilized.
11. CHG&E agrees to submit an as-built survey, signed and sealed by a licensed surveyor currently registered in New York State, showing the actual location of

the monitoring wells in relation to adjacent property lines and structures. The as-built survey shall be submitted within 6 months upon completion of the monitoring well installation.

12. CHG&E 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. Compensation Insurance – CHG&E 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 – CHG&E shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

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

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

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

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

13. CHG&E agrees to indemnify and hold harmless the City from any and all claims, damages, suits, actions, proceedings, losses and expenses (collectively, referred to as "claims") which may be incurred or awarded against the City or its designated representative arising from the access granted to CHG&E and its designated representatives. Said indemnification includes all costs of defense of any action brought against the City or its designated representative. CHG&E may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by CHG&E, it will submit the proposed settlement to the City for its concurrence. CHG&E agrees to provide all litigation papers to the City. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the City or its designated representative or any claim unrelated to the access granted to CHG&E and its designated representatives.
14. The indemnification obligations contained in the above paragraph shall survive this Agreement.

15. Notwithstanding anything to the contrary in this Agreement, the City and CHG&E agree to attempt to resolve promptly any disputes or material breaches that arise under this Agreement, and to submit any disputes that are not resolved promptly to dispute resolution, which shall mean submitting the dispute to a neutral third party mediator or arbitrator, as mutually agreed upon by the City and CHG&E. In addition, following dispute resolution, the City and CHG&E reserve whatever rights they may have in law and equity to seek relief in a court of competent jurisdiction in the event that an alleged material breach of any provision of this Agreement results in damages and/or indirect costs to either party.

16. The CHG&E contact shall be:

Mark McLean
Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601-4879
Telephone: (845) 486-5461
mmclean@cenhud.com

The City contact shall be:

Jason C. Morris, P.E.
City Engineer
The City of Newburgh
83 Broadway
Newburgh, New York 12550
Telephone: (845) 569-7448
jmorris@cityofnewburgh-ny.gov

Any changes to these contact people, telephone numbers or e-mail addresses by CHG&E shall be provided to the other as soon as practicable.

17. This License and Access Agreement shall become effective upon execution by the authorized representatives of the City and CHG&E and shall expire and terminate upon the completion of the groundwater investigation by CHG&E and its agents, employees and contractors, and the restoration of the property to a clean and orderly state as confirmed by both the City Engineer and City Water Superintendent. CHG&E shall post a bond in the amount of \$25,000.00 prior to the commencement or performance of work under this Agreement and the form and amount of the bond has been approved by the City.
18. This Agreement shall terminate upon written notice by either party to the other stating the reason or reasons for termination and providing no less than 1 month advance notice of said termination. A notice of termination by the City shall be subject to dispute resolution as provided in paragraph 12, above should CHG&E wish to invoke dispute resolution.
19. This Agreement may not be assigned or sublet to any other party and may not be modified except by a writing subscribed by both parties to this Agreement.
20. It is understood and agreed that no vested right in the City Property 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 City held the City Property prior to the execution of this Agreement.
21. CHG&E agrees to pay an annual land use fee of \$1,000 due upon execution of this agreement by CHG&E, and payable upon the anniversary date of the

executed contract until such time that the monitoring wells are properly
abandoned as determined by both the NYSDEC and the City.

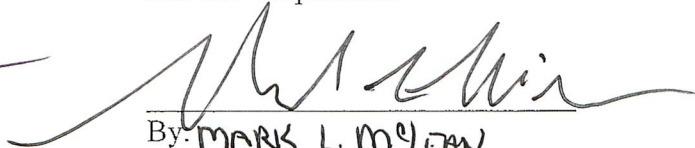
City of Newburgh

Central Hudson Gas &
Electric Corporation



By: Michael G. Ciaravino, City Manager
Per Resolution No. 337-2017

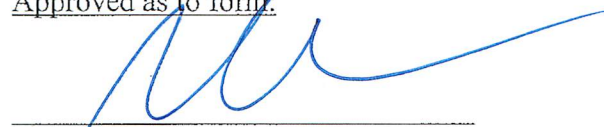
Date: DEC 18 2017



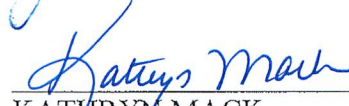
By: MARK L. McLEAN
Sr. PROJECT MANAGER

Date: DEC. 29th, 2017

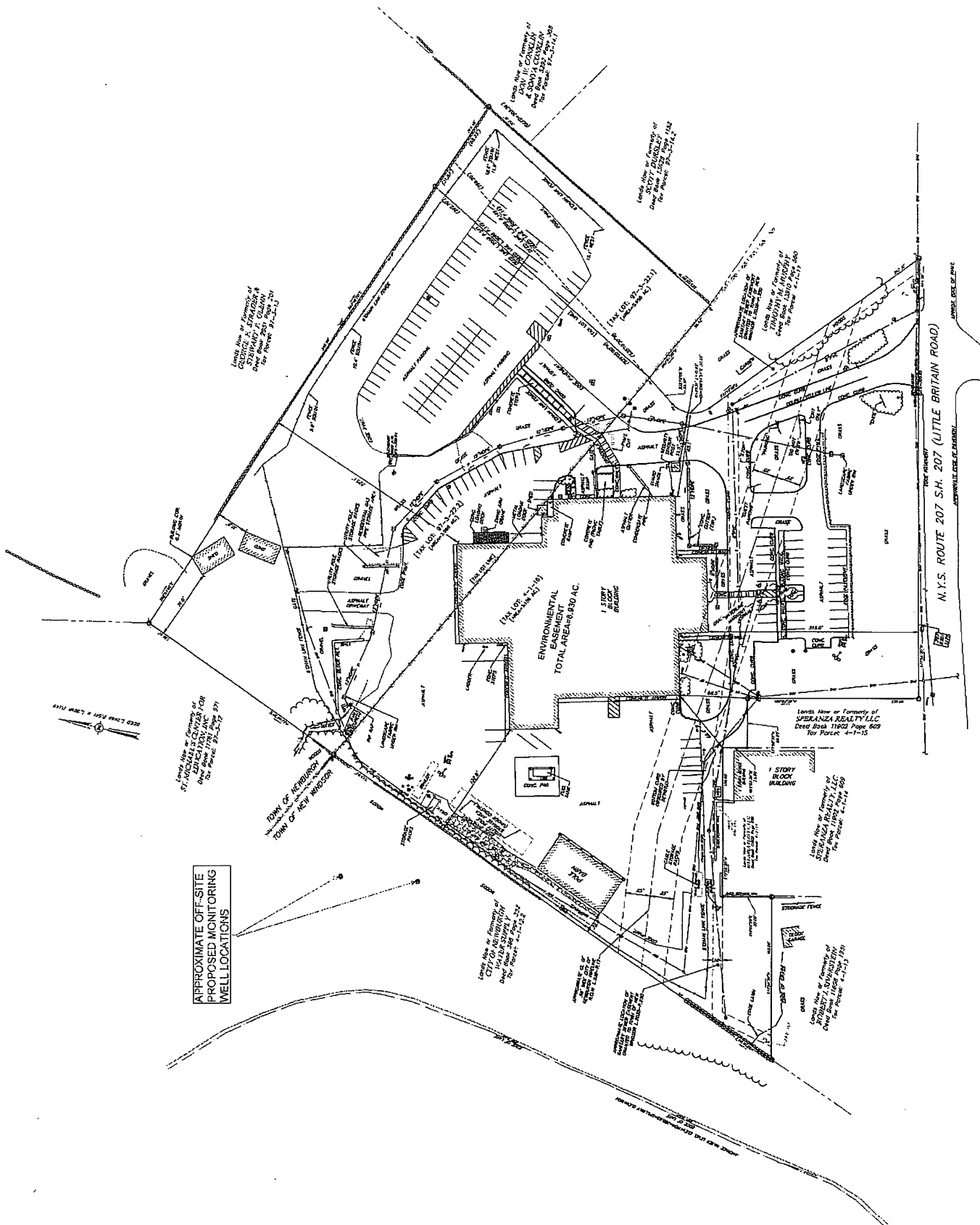
Approved as to form:



MICHELLE KELSON
Corporation Counsel



KATHRYN MACK
City Comptroller



Lengths, Area, or Quantity of
PROPERTY DISCLOSED
Based on the following Page 1152
Per Paragraphs 4-5-14.2

(On 92-3-22-1)
(Reference 4-5-14.2)

Lengths, Area, or Quantity of
PROPERTY DISCLOSED
Based on the following Page 1152
Per Paragraphs 4-5-14.2

Lengths, Area, or Quantity of
PROPERTY DISCLOSED
Based on the following Page 1152
Per Paragraphs 4-5-14.2



Right of Way Performance and Completion Bond - Single Job Continuous

Bond No. 106847662

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Central Hudson Gas & Electric Corporation as Principal, and
Travelers Casualty and Surety Company of America, a corporation duly incorporated under
the laws of the State of Connecticut and authorized to do business in the State of NY, as Surety,
are held and firmly bound unto City of Newburgh, as Obligee, in the penal
sum of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars, for the payment of which we
hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following
work in the public right of way:

Cleanup at CHG&E's Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor,

Orange County, Site No. V00312-3 and conduct additional groundwater investigations

(the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that either
the Permitted Work will be completed in its entirety or the public right of way will be restored to its condition prior
to the commencement of the Permitted Work if the Principal fails to complete the Permitted Work to the
satisfaction of the Obligee.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall
faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted
Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its
condition prior to the commencement of the Permitted Work, then this obligation shall be null and void;
otherwise to remain in full force and effect.

This bond shall become effective on 1/3/2018.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable
hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal
at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this 1/3/2018.

Central Hudson Gas & Electric Corporation

Principal

Travelers Casualty and Surety Company of America

By:

Maureen McNeill, Attorney-in-fact

PRINCIPAL'S ACKNOWLEDGEMENT

State of New York
County of Dutchess

On the 4th day of January in the year 2018, before me, the undersigned notary public, personally appeared Stacey Renner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

Denise R Hector
DENISE R HECTOR
Notary Public - State of New York
No. 01HE6365899
Qualified in Dutchess County
My Commission Expires 10/18/2021

CORPORATE ACKNOWLEDGEMENT-SURETY

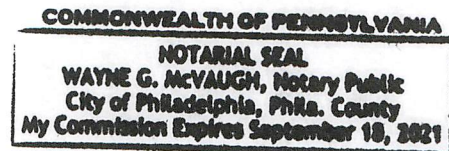
STATE OF PENNSYLVANIA

SS.

COUNTY OF PHILADELPHIA

On this 3rd day of January, 2018, before me came Maureen McNeill, to me known, who, being by me duly sworn, that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA in and which executed the foregoing instrument as principal; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.


Notary Public: Wayne G. McVaugh
My commission expires: September 18, 2021





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229957

Certificate No. 007157329

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Douglas R. Wheeler, Maureen McNeill, Wayne G. McVaugh, Elizabeth Marrero, Jaquanda S. Martin, Marina Tapia, Patricia A. Rambo, Sara Owens, Kimberly G. Sherrod, and Michael J. Herrod

of the City of Philadelphia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of March, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 22nd day of March, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

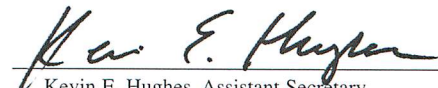
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of JANUARY, 20 18.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Central Hudson Gas & Electric Corp. 284 South Avenue Poughkeepsie NY 12601 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Assoc Electric & Gas Ins Serv Ltd -AEGIS	AA3190004
	INSURER B: Travelers Property Cas Co of America	25674
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570069818281** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS ONLY						
A	UMBRELLA LIAB			XL5539504P	07/01/2017	07/01/2018	EACH OCCURRENCE \$1,000,000
	☒ EXCESS LIAB						AGGREGATE \$3,000,000
	☐ OCCUR						
	☒ CLAIMS-MADE						
	DED RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
B	Excess WC			TWXJUB4286L61417	07/01/2017	07/01/2018	EL Each Accident \$1,000,000
				SIR applies per policy terms & conditions			EL Disease - Policy \$1,000,000
							EL Disease - Ea Emp \$1,000,000

Certificate No : 570069818281

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Work at 610 Little Britain Road Town of New, Windsor NY. City of Newburgh is included as Additional Insured in accordance with the policy provisions of the Excess Liability policy. General Liability and Automobile Liability insurance included under Excess Liability insurance.

CERTIFICATE HOLDER**CANCELLATION**

City of Newburgh 83 Broadway Newburgh NY 12550 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>

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People. Power. Possibilities.

Central Hudson

A FORTIS COMPANY

VOID AFTER 6 MONTHS OR OVER \$1,000.00

995440
CHECK NO.

56-382
412

PAY
ONLY > > >

DATE
12/29/2017

AMOUNT
*****\$1,000.00

*****1,000*** DOLLARS AND 00 CENTS

TO THE
ORDER OF

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH NY 12550-5617

President

M.L. Madh

Treasurer

Harry C. B. Pen



WELLS FARGO BANK, N.A.

⑈995440⑈ ⑆041203824⑆9677451396⑈

WARNING: THE BACK OF THIS DOCUMENT CONTAINS A
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VIEW.

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RESOLUTION NO.: 298 - 2020

OF

DECEMBER 14, 2020

**RESOLUTION ADOPTING THE DRINKING WATER SOURCE PROTECTION
SCORECARD RECOMMENDATIONS FOR THE BROWNS POND WATERSHED**

WHEREAS, Riverkeeper has developed a Drinking Water Source Protection Scorecard tool to be used by water providers to evaluate source water protection strategies as they pertain to specific drinking water supply watersheds; and

WHEREAS, The Drinking Water Source Protection Scorecard assesses several aspects of source water protection, including source water assessments, annual drinking water quality reports, watershed management, watershed rules and regulations, streams and wetlands and open space; and

WHEREAS, The City of Newburgh Water Superintendent and City Engineer recently completed the Drinking Water Source Protection Scorecard tool for the City of Newburgh's drinking water supply watershed with the assistance of Riverkeeper; and

WHEREAS, The City of Newburgh's Score was found to be 15% out of 100%, and the Drinking Water Source Protection Scorecard Findings document a logical outline of the watershed issues to be addressed in the development of recommendations to improve protections of the watershed; and

WHEREAS, by Resolution No. 27-2020 of January 27, 2020, the City Council of the City of Newburgh endorsed the Riverkeeper Drinking Water Source Protection Scorecard Findings dated January 13, 2020, and authorized City staff to continue to collaborate with Riverkeeper to develop and refine recommendations to improve protection of the watershed and source water quality based on the Drinking Water Source Protection Scorecard Findings through an inclusive and transparent public process involving City of Newburgh drinking source water stakeholders; and

WHEREAS, Riverkeeper has developed Drinking Water Source Protection Scorecard Recommendations for the Browns Pond Watershed, which currently supplies the City of Newburgh with water at times when the New York City's Catskill Aqueduct is unavailable; and

WHEREAS, the City Council has reviewed Riverkeeper's Drinking Water Source Protection Scorecard Recommendations for the Browns Pond Watershed and finds that adopting same is in the best interests of the City of Newburgh, its residents, stakeholders and future development;

NOW, THEREFORE, BE IT RESOLVED, that The City Council of the City of Newburgh hereby endorses and adopts the Riverkeeper Drinking Water Source Protection Scorecard Recommendations for the Browns Pond Watershed.

RESOLUTION NO.: 27 - 2020

OF

JANUARY 27, 2020

**RESOLUTION TO ENDORSE THE DRINKING WATER SOURCE PROTECTION
SCORECARD FINDINGS AND SUPPORT THE DEVELOPMENT OF DRAFT
RECOMMENDATIONS TO IMPROVE SOURCE WATER PROTECTION**

WHEREAS, The City of Newburgh owns, operates, and maintains two water supply reservoirs, Washington Lake and Brown's Pond, which had until 2016 provided the City of Newburgh with drinking source water; and

WHEREAS, The City of Newburgh does not own or have control over the land in the contributing watershed areas or the land use regulations that govern the contributing runoff to these water supply reservoirs; and

WHEREAS, The City of Newburgh has been forced to switch drinking source water to the Catskill Aqueduct and uses Brown's Pond as an emergency backup supply due to contamination in the watershed; and

WHEREAS, The City of Newburgh wishes to eliminate the sources of past, present, and future contamination in the watershed to improve source water quality in its reservoirs; and

WHEREAS, Riverkeeper has developed a Drinking Water Source Protection Scorecard tool to be used by water providers to evaluate source water protection strategies as they pertain to specific drinking water supply watersheds; and

WHEREAS, The Drinking Water Source Protection Scorecard assesses several aspects of source water protection, including source water assessments, annual drinking water quality reports, watershed management, watershed rules and regulations, streams and wetlands and open space; and

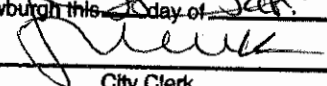
WHEREAS, The City of Newburgh Water Superintendent and City Engineer recently completed the Drinking Water Source Protection Scorecard tool for the City of Newburgh's drinking water supply watershed with the assistance of Riverkeeper; and

WHEREAS, The City of Newburgh's Score was found to be 15% out of 100%, and the Drinking Water Source Protection Scorecard Findings document a logical outline of the watershed issues to be addressed in the development of recommendations to improve protections of the watershed;

NOW, THEREFORE, BE IT RESOLVED, that The City Council of the City of Newburgh hereby endorses the Riverkeeper Drinking Water Source Protection Scorecard Findings dated January 13, 2020, and authorizes City staff to continue to collaborate with Riverkeeper to develop and refine recommendations to improve protection of the watershed and source water quality based on the Drinking Water Source Protection Scorecard Findings through an inclusive and transparent public process involving City of

I, Lorene Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Jan 27, 2020
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 28 day of Jan. 2020


City Clerk



**Drinking Water Source Protection
Scorecard Recommendations
Browns Pond
Summary, Initial Timeline & Recommended Actions**

November 2020

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Stakeholders and Stakeholder Abbreviations

NYSDOH - NYS Department of Health

NYSDEC - NYS Department of Environmental Conservation

DEC HREP – DEC Hudson River Estuary Program

C/N - City of Newburgh

T/NW - Town of New Windsor

OCWA - Orange County Water Authority

OCP - Orange County Planning Department

OC - Orange County

OCDOH - Orange County Department of Health

OCSWCD - Orange County Soil & Water Conservation District

OCLT - Orange County Land Trust

QCWA - Quassaick Creek Watershed Alliance

NCWP - Newburgh Clean Water Project

MCWIC - Moodna Creek Watershed Intermunicipal Council

RVK - Riverkeeper

SH - Scenic Hudson

Stewart RAC – Stewart Air National Guard Base Restoration Advisory Committee

MHREDC - Mid Hudson Regional Economic Development Council

NYSA - NYS Assembly member(s)

NYSS - NYS Senator(s)

GOV - Governor

EPA - U.S. Environmental Protection Agency

NYCDEP – New York City Department of Environmental Protection

MG & MK Enterprises, LLC (DBA God's Flower)

Windemere MHC, LLC

The Reserve

Owners of land that received outreach as part of WQIP land conservation project

Summary

Restoration and protection of the City of Newburgh's reservoirs and their watersheds - the city's drinking water source - will take coordinated action at all levels of government. The recommendations that follow are based on Drinking Water Source Protection Scorecard Findings City of Newburgh, NY, adopted by City Council Resolution in January 2020. These recommendations are intended to identify protection strategies that can be revised, refined and ultimately implemented by a stakeholder group, consistent with New York State's draft "Framework for Creating a Drinking Water Source Protection Plan."

Browns Pond currently supplies the City of Newburgh with water at times when the New York City's Catskill Aqueduct is unavailable. The recommendations outlined in this document will focus on the issues associated with the watershed of Browns Pond. A separate set of recommendations will be developed for Washington Lake, which is not currently being used as a source of drinking water.

Significant tasks fall to specific entities, including state agencies. The Department of Health must publish the updated Source Water Assessment for the drinking water supply, and commit to updating Watershed Rules and Regulations for it. The Department of Environmental Conservation must commit to ensuring that streams and wetlands in the watersheds are accurately mapped, classified and assessed, and that permits governing pollution discharges or other activities are vigorously enforced.

Similarly, Town of New Windsor, which controls land use regulations in the Browns Pond watershed and also benefits from the use

of Browns Pond as an emergency backup source of water, must implement policies to protect and restore the reservoir, including the development and implementation of new local laws to protect key water and land features.

County and regional entities must support planning and implementation of these policies. The Soil and Water Conservation District, for instance, has a unique role in working with farmers in the watershed. The Orange County Planning Department reviews proposed site plans, subdivisions, zoning amendments, and comprehensive plans within the watershed that are subject to GML-239 and should be supportive of the goals and recommendations detailed within this report.

A robust, active and committed stakeholder group that includes these and other entities should focus on developing more detailed strategies where necessary, refining priorities and timelines, and implementing priority actions.

While these recommendations primarily identify ways to implement existing laws and best practices, there are also several proposed laws pending in New York State that need the support of state Assembly and Senate members to pass. These include new protections for small streams and wetlands, new powers for enforcement, and money for key priorities that lack funding sources.

Finally, citizens groups have important roles to play in the implementation of source water protection plans. They can play important roles in education and outreach, and ensure decision makers remain accountable for making progress on the essential task of protecting the city's water supply.

Main Goals

1. Reduce or eliminate known sources of pollution
 - a. Remove WWTP discharge from watershed
 - b. Establish BMPs for agriculture
 - c. Treat stormwater runoff where necessary
2. Protect large undeveloped parcels
3. Increase protections for streams, wetlands, forests, and other critical watershed features
 - a. Local laws
 - b. State laws and regulations
 - c. Watershed Rules and Regulations
4. Increase collaboration among watershed stakeholders to support ongoing and adaptive protection of the drinking water source

2020 Timeline

2020 Q1

Adopt Scorecard Recommendations
WQIP land conservation project outreach

2020 Q2

Finalize Recommendations for Browns Pond
Identify stakeholders
Complete Browns Pond stream monitoring project
Publish Annual Water Quality Report

2020 Q3

Adopt Browns Pond Recommendations
Host first Stakeholder meeting
Apply for 2021 grants

2020 Q4

Identify streams for RIBS 2021 assessment
Host Stakeholder meeting (TBD frequency)

2020 TBD

Complete WQIP land conservation project
NYSDOH Source Water Assessment
NYSDEC Source Water Protection Plan

Beyond 2020

2021

NYSDEC RIBS sampling

2022

Update PWL and 303d lists

TBD

- Draft new Watershed Rules and Regulations
- Protect high-priority Browns Pond parcels
- ID high-priority parcels in next NYS Open Space Plan
- Request MS4 regulation extension
- Local law adoption (streams, wetlands, CEA, etc.)
- State law adoption (streams, wetlands, etc.)
- NYSDEC regulation update (stream, wetlands classification/map)
- Update watershed boundaries

Recommended Actions by Agency

Source Water Stakeholder Group

A source water stakeholder group should be formed. This group should include the stakeholders identified above, though some will have more intensive ongoing roles than others.

Action	Lead Stakeholders	Timeframe	Potential Funding
Identify stakeholders, using Scorecard Report and NYS “Framework” as guides	C/N, OCWA, RVK	2020 Q2	Funded: RVK
Convene stakeholders, form source water stakeholder group	OCWA	2020 Q3	Funded: OCWA via NYSDEC HREP
Identify goals, vision, protection and management methods, and timeline		2020	NYSDEC HREP, C/N
Designate Plan Management Team		TBD	
Update Source Water Assessment watershed boundaries	NYSDOH, C/N	TBD	Dormitory Authority
Identify Drinking Water Source Protection strategies for any priority concerns not already addressed in NYSDEC Source Water Protection Plan		TBD	
Develop dedicated local funding source for implementation, such as a green infrastructure bank, stormwater fees		TBD	
Outreach to homeowners and/or businesses in watershed; public education	NCWP, QCWA, MCWIC		

NYS Department of Health

Action	Other Stakeholders	Timeframe	Potential Funding
Release draft Source Water Assessment for public comment	Stakeholder Group	2020 TBD	N/A
Publish Final Source Water Assessment		2020 TBD	N/A
Actively participate in Stakeholder Group	Stakeholder Group	2020 & ongoing	N/A
Approve updated Watershed Rules and Regulations	Stakeholder Group	TBD	N/A

NYS Department of Environmental Conservation

Action	Other Stakeholders	Timeframe	Potential Funding
Release Draft Drinking Water Source Protection Plan for comments	Stakeholder Group	2020 TBD	N/A
Publish Final Drinking Water Source Protection Plan	Stakeholder Group	2020 TBD	N/A
Actively participate in Stakeholder Group, with staff from relevant divisions	Stakeholder Group	2020 & ongoing	N/A
Update official maps and regulations to ensure that streams in watershed(s) are accurately mapped and classified Class A	C/N, RVK	By 2021	N/A
Update official maps and regulations to ensure that wetlands in watershed(s) are accurately mapped and classified Class I	C/N, RVK	By 2021	N/A
Review, update and enforce Windemere Estates and any other SPDES permits in watershed	C/N, T/NW, RVK	2020	N/A
Update MS4 regulatory maps to unregulated area around Browns Pond is MS4-regulated	C/N, RVK	TBD	N/A
Assess Browns Pond, Washington Lake and their tributaries during RIBS 2021 in the Lower Hudson Basin	C/N, NCWP, QCWA, MCWIC, RVK	2021+ 2022	NYSDEC HREP (PEERS)
Update Priority Waterbodies List and the 2022 303d list based on updated water quality assessments		2022	N/A
Include Newburgh source water priority parcels in next update of State Open Space Conservation Plan	OCWA, OCLT, SH	TBD	N/A
Designate Washington Lake and Browns Pond watersheds as Critical Environmental Areas		TBD	N/A
Revise ECL to include actions within a surface drinking watershed a Type-I Action	C/N	TBD	N/A

City of Newburgh

Action	Other Stakeholders	Timeframe	Potential Funding
Update Annual Water Quality Report to specify the water sources used in each reporting period, and differences in the Source Water Assessments for the city's various water sources (Washington Lake, Browns Pond, NYC Catskill Aqueduct). Include update on source water protection efforts.	OCDOH	2020	N/A
Translate Annual Water Quality Report into French Creole and/or other languages spoken as a first language by significant segments of the city population		2021	C/N
Create public presentation about Annual Water Quality Report, and update community/civic groups in the city		2021	
Develop expanded monitoring plan for water supply watersheds (including phosphorus, PFAS, microcystin, and others based on evidence of past dumping or Source Water Assessment).	NYSDOH, OCDOH, EPA, NYSDEC		TBD
Develop Drinking Water Source Protection Agreement with Town of New Windsor for shared water resources and source water protection, including notification of all proposed projects within watershed	T/NW	2021	N/A
Develop new Draft Watershed Rules and Regulations for adoption by the NYSDOH		2021	Dormitory Authority, NYSDEC HREP
Join in coalition to support updating of Watershed Rules and Regulations statewide	Source Water Stakeholder Group		None
Consider joining NYS Federation of Lake Associations and engaging with NYSDEC to implement CSLAP (Citizen Statewide Lake Assessment Program) monitoring.	NYSDEC		

Town of New Windsor

Action	Other Stakeholders	Timeframe	Potential Funding
Accept Windemere Estates WWTP in the Town Sewer District and allow a connection from a new pump station installation	NYSDEC		NYSDEC WQIP NYSEFC
Actively participate in Stakeholder Group		2020, ongoing	N/A
Develop Drinking Water Source Protection Agreement with City of Newburgh for shared water resources and source water protection, including notification of all proposed projects within watershed	C/N		
Update local stream and buffer protection laws*			NYSDEC HREP
Update local wetlands and buffer protection laws*			NYSDEC HREP
Update local steep slopes protection laws*			NYSDEC HREP
Update local timber harvesting and clear cutting laws*			NYSDEC HREP
Designate Browns Pond watershed as Critical Environmental Area			
Comply with MS4 regulations in any newly regulated areas in the watershed	NYSDEC		

* using models such as those available in the NYS Department of State's [Model Laws to Increase Resilience](#); Orange County Water Authority's [Watershed Design Guide](#), the Hudson River Estuary Program's Community [Planning Resources](#), or the Pace Land Use Law Center's [database](#).

NYS Assembly, Senate and Governor

Action	Other Stakeholders	Timeframe	Potential Funding
Actively participate in Stakeholder Group, including by ensuring active participation of state agencies (NYSDEC, NYSDOH)		2020, ongoing	N/A
Co-sponsor and campaign for A.4666/S.5612 (Ryan/Harckham) to expand state protections for Class C streams		2020	N/A
Co-sponsor and campaign for A.3658/S.5576 (Englebright/Mayer) to expand state protections for wetlands of 1 acre or greater		2020	N/A
Grant peace officer status to City of Newburgh watershed inspector, as Peekskill was authorized to do in 2004		TBD	N/A
TBD based on ongoing work of stakeholder group		2021, ongoing	N/A

Orange County

Action	Other Stakeholders	Timeframe	Potential Funding
Convene Stakeholder Group	C/N, RVK	2020 Q3	Funded: OCWA via NYSDEC HREP
Convene stakeholders for open space protection planning and implementation	OCWA, OCLT	2020, ongoing	Funded: OCWA via NYSDEC WQIP
Prioritize and protect priority parcels in Browns Pond watershed	OCWA	2020, ongoing	Funded: OCWA via NYSDEC WQIP
Update Orange County Comprehensive Plan to identify protection as highest priority goal		2020	
Ensure all regional economic development plans prioritize protection of undeveloped lands	MHREDC	2020	
Review development proposals under General Municipal Law 239, and use Orange County's Watershed Design Guide as review standards, and ensure City of Newburgh staff are notified about development proposals in the watershed		ongoing	

Orange County Soil & Water Conservation District

Action	Other Stakeholders	Timeframe	Potential Funding
Consult with landowners and develop projects as needed to fund and implement BMPs			

Stewart Air Nation Guard Base and Port Authority of NY & NJ

Action	Other Stakeholders	Timeframe	Potential Funding
Investigate and, if necessary, remediate, any potential pathways of pollution to Brown's Pond	NYSDEC, Stewart RAC, RVK, NCWP & QCWA	Ongoing	

RESOLUTION NO.: 299 - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND EXECUTION OF A CONTRACT WITH GORICK CONSTRUCTION CO., INC. IN THE AMOUNT OF \$71,500.00 FOR THE DEMOLITION OF THE HOUSE LOCATED AT 7 GIDNEY AVENUE WITH AN ADD ALTERNATE FOR ADDITIONAL DEMOLITION IF NECESSARY WITH A PER SQUARE FOOT PRICE OF \$8.00 AND AN ADD ALTERNATE FOR CHAIN LINK FENCE INSTALLATION ALONG THE FRONT OF THE PROPERTY FOR A LUMP SUM PRICE OF \$1,344.00

WHEREAS, the City of Newburgh duly advertised for bids for the demolition of the house located at 7 Gidney Avenue; and

WHEREAS, the bids have been duly received and opened and Gorick Construction Co., Inc. is the low bidder; and

WHEREAS, funding for the Project shall be derived from A.1365.0459.0000.0000; and

WHEREAS, this Council has reviewed the bid and determined that entering into a contract with Gorick Construction Co., Inc. is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the bid for the demolition of the house located at 7 Gidney Avenue is hereby awarded to Gorick Construction Co., Inc. for the lump sum total \$71,500.00 with an Add Alternate for additional demolition if necessary with a per square foot price of \$8.00 and an Add Alternate for chain link fence installation along the front of the property for a lump sum price of \$1,344.00 and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

NOTICE TO BIDDERS

INVITATION FOR BIDS

for the

Demolition of 7 Gidney Avenue with Asbestos in Place

Bid No. 21.20

City of Newburgh, Orange County, New York

Sealed bids will be received by the City Comptroller in his office located at City Hall, 83 Broadway - 4th Floor, Newburgh, New York 12550 until **11:00 a.m. (local time), Thursday, December 10, 2020**, at which time they will be opened and read aloud in a non-public setting that shall be livestreamed for public viewing in order to mitigate the spread of COVID-19.

The work location is a three-story multiple family dwelling located at 7 Gidney Avenue, Newburgh, NY 12550. The general scope of work consists of complete building demolition with asbestos containing materials in-place, soil backfill and seeding. Access to the site is from Gidney Avenue, which will be closed during working hours, with a single lane made available by the contractor during non-working hours. Clearing of vegetation along the west façade of the structure may be required to facilitate demolition and access. All work is subject to prevailing wage and requires submission of original certified payrolls as a condition for payment. DOL rates for this Project can be accessed under PRC#2020011584 by clicking [Wage Schedule](http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1505980) on the following website link: <http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1505980>. All work shall be coordinated through the City Engineer and the City of Newburgh's environmental consultant, Quality Environmental Solutions & Technologies, Inc. (QuES&T)

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work described in these specifications including, but not necessarily limited to the following: Installation of site fencing, demolition and disposal of the existing structure with ACM in-place, backfilling with soil and seeding, amongst other things. All applicable permits for this controlled demolition project have been obtained from the New York State Department of Labor by the City of Newburgh.

Complete sets of the drawings, specifications and bid forms, becoming available to the public on Wednesday, November 25, 2020, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website (also known as BidNet) at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. Bids will only be accepted from those vendors having downloaded all Bid Documents from the Empire State Purchasing Group website which are then considered and listed as an Official Plan Holder.

Contractors must obtain Contract Documents from the Empire State Purchasing Group site in order to be placed on the official Plan Holders list, receive Addenda and other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders list will not be accepted.

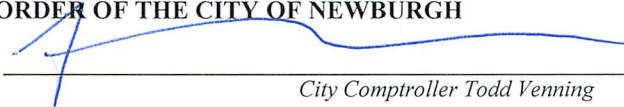
All Bids must be made on the official Bid Form or an exact copy by reproduction thereof, with signatures made in blue ink to ensure original documents have been submitted, and enclosed in a sealed envelope. This is a lump sum bid as described in the Instructions to Bidders. No Bidder may withdraw his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

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

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

OWNER:	Engineer:	CONSULTANT:	Contact:
City of Newburgh	Jason C. Morris	QuES&T	Rudy Lipinski
83 Broadway	City Engineer	1376 Route 9	Director of Field
Newburgh, NY 12550		Wappingers Falls, NY 12590	Operations
			(845) 298-6251

BY ORDER OF THE CITY OF NEWBURGH

By: 
City Comptroller Todd Venning

Dated: November 20, 2020

"AN EQUAL OPPORTUNITY, AFFIRMATIVE ACTION EMPLOYER"

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STATE OF NEW YORK
DEPARTMENT OF LABOR
STATE OFFICE BUILDING CAMPUS
ALBANY, NEW YORK 12240-0100

Variance Petition

of

QUEST

Petitioner's Agent on Behalf of

City of Newburgh
Petitioner

in re

Premises: Condemned Property
7 Gidney Avenue
Newburgh, NY 12550

**Emergency Controlled Demolition of
Structurally Unsound Structure**

File No. 20-1353

DECISION

Cases 1-5

ICR 56

The Petitioner, pursuant to Section 30 of the Labor Law, having filed Petition No. 20-1353 on November 19, 2020, with the Commissioner of Labor for a variance from the provisions of Industrial Code Rule 56 as hereinafter cited on the grounds that there are practical difficulties or unnecessary hardship in carrying out the provisions of said Rule; and the Commissioner of Labor having reviewed the submission of the petitioner dated November 18, 2020; and

Upon considering the merits of the alleged practical difficulties or unnecessary hardship and upon the record herein, the Commissioner of Labor does hereby take the following actions:

Case No. 1

ICR 56-4.9 (a)

Case No. 2	ICR 56-11.5 (c) (2)
Case No. 3	ICR 56-11.5 (c) (7)
Case No. 4	ICR 56-11.5 (c) (10, 12)
Case No. 5	ICR 56-11.5 (c) 13

VARIANCE GRANTED. The Petitioner's proposal for the controlled demolition of the subject structurally unsound structure in accordance with the attached 11-page stamped copy of the Petitioner's submittal, is accepted; subject to the Conditions noted below:

THE CONDITIONS

Full-Time Project Monitor:

1. A full-time independent project monitor shall be on site and responsible for oversight of the abatement contractor during all abatement activities to ensure compliance with ICR 56 and variance conditions and to ensure that no visible emissions are generated. If visible emissions are observed, work practices shall be altered according to the project monitor's recommendations.
2. The Project Monitor shall perform the following functions during asbestos abatement projects in addition to functions already required by ICR-56:
 - a. Inspection of the interior of the asbestos project work area made at least twice every work shift accompanied by the Asbestos Supervisor;
 - b. Observe and monitor the activities of the asbestos abatement contractor to determine that proper work practices are used and are in compliance with all asbestos laws and regulations;
 - c. Inform the asbestos abatement contractor of work practices that, in the Project Monitor's opinion, pose a threat to public health or the environment, and are not in compliance with ICR-56 and/or approved variances or other applicable rules and/or regulations;
 - d. Document in the Project Monitor Log observations and recommendations made to the Asbestos Supervisor based upon the interior/exterior observations of the asbestos project made by the PM.
3. The PM shall alert the local District Office of the NYSDOL Asbestos Control Bureau whenever, after the PM has provided recommendations to the Asbestos Supervisor, unresolved conditions remain at the asbestos project site which present a significant potential to adversely affect human health or the environment.

Ordered Demolitions:

4. For structurally unsound buildings/structures that are in imminent danger of collapse, the local authority having jurisdiction or Code Enforcement Official (AHJ/CEO) shall attest to the condition of the building/structure in writing as required by EPA NESHAPS CR 61.145(a) (3). The local AHJ/CEO shall condemn the building/structure and issue a written order to demolish the building/structure because it is structurally unsound and in imminent danger of collapse. The AHJ/CEO may base their order on the findings of a properly qualified (e.g. Professional Engineer, Registered Architect, etc.), independent third party that conducts an inspection.
5. The condemnation letter that indicates the building/structure is ordered to be demolished due to being structurally unsound and in imminent danger of collapse from the municipality or other AHJ/CEO must be submitted with the emergency notification request or 10-day notification.
6. A copy of the AHJ/CEO letter shall be posted at the work site.
7. A copy of the AHJ/CEO letter shall also be submitted to the EPA as required by CR 145 (b) (4) (xiv).
8. In order to demolish the structure with RACM left in place, the structure must be ordered demolish as per this section of the variance.

Perimeter Air Sampling:

9. In addition to the requirement of Subpart 56-4.9(c), air monitoring shall be conducted daily at the perimeter of the work area.
10. A minimum of two upwind air samples shall be collected. The samples shall be spaced 30 degrees apart from the prevailing wind direction.
11. A minimum of three downwind samples shall be collected. The samples shall be equally spaced in a 120 degree arc downwind from the source.
12. If more than one shift daily is required to accomplish the work, air monitoring within the work area during abatement shall be performed on each shift.

Work Practices:

13. Demolition work shall comply with ICR 56-11.5 except as modified by this variance.
14. For areas where compliance with the twenty-five feet barrier/fence requirement isn't possible, the areas shall be cordoned off to the maximum distance possible, and a daily abatement air sample shall be taken at the reduced barrier.
15. If the owner of an adjacent building (within 25 feet) does not allow openings to be sealed as required, the asbestos abatement contractor's supervisor must document the issue within the daily project log, and will have the affected building owner sign the log confirming that the owner will not allow the asbestos abatement contractor to seal the openings in the building as required. In addition, a daily abatement air sample shall be included within ten feet of the affected portion of the adjacent building.

Soil/Earth/Dirt Cleanup:

16. After demolition debris has been removed, the site shall be inspected. Any required cleanup shall include, all visible asbestos or suspect asbestos debris. Soil removal shall meet ASTM 1368 (latest edition), Section 9.1.1-9.1.5 inspection criteria.
17. No pieces of ACM shall be present on top of the soil.
18. Visibly contaminated soil or soil suspected of being contaminated shall be removed down to the level where no visible contamination is observed.
19. The Project Monitor shall write in the project log that the area has been cleaned and has passed a visual inspection.

Final Clearance:

20. After removal and cleanings are complete an authorized and qualified Project Monitor shall visually inspect the work area as per ICR 56-9.2 (e). If the area is determined to be acceptable and the most recent daily abatement air sample (as required by Conditions #9-12) results meet 56-4.11 clearance criteria, the final dismantling of the site may begin. All other applicable provisions of ICR 56-4 shall be followed for the duration of the abatement project.

21. Usage of this variance is limited to those asbestos removals identified in this variance or as outlined in the Petitioner's proposal.

In addition to the conditions required by the above specific variances, the Petitioner shall also comply with the following general conditions:

GENERAL CONDITIONS

1. A copy of this DECISION and the Petitioner's proposals shall be conspicuously displayed at the entrance to the personal decontamination enclosure.
2. This DECISION shall apply only to the removal of asbestos-containing materials from the aforementioned areas of the subject premises.
3. The Petitioner shall comply with all other applicable provisions of Industrial Code Rule 56-1 through 56-12.
4. The NYS Department of Labor Engineering Service Unit retains full authority to interpret this variance for compliance herewith and for compliance with Labor Law Article 30. Any deviation to the conditions leading to this variance shall render this variance Null and Void pursuant to 12NYCRR 56-12.2. Any questions regarding the conditions supporting the need for this variance and/or regarding compliance hereto must be directed to the Engineering Services Unit for clarification.
5. This DECISION shall terminate on February 19, 2021.

Date: November 19, 2020

ROBERTA L. REARDON
COMMISSIONER OF LABOR

By

Edward A. Smith

Edward A. Smith, P.E.
Professional Engineer 2 (Industrial)

PREPARED BY: Edward A. Smith, P.E.
Professional Engineer 2 (Industrial)

REVIEWED BY: Ravi Pilar P.E.
Professional Engineer 1 (Industrial)



New York State Department of Labor
Division of Safety and Health - Engineering Services Unit Building
12, Room 159
State Office Campus
Albany, N.Y. 12240

Emailed 11/18/2020

Petition for an Asbestos Variance

To apply for an asbestos variance the Project Designer must:

- Complete all of the information on pages one and two of this asbestos variance request. Please type or print.
- Sign and date page two of the certification and all of the attachments.
- Send two copies of the petition and all attachments, with your \$350 fee., to the address at the top of this page,
 - o Make your check or money order payable to the Commissioner of Labor.
- Optional: To speed up the process you may include a self-addressed, stamped, express-mail envelope.

1 a. Is this petition related to a safety or health emergency? ☒ Yes ☐ No

b. If yes, explain: Condemned 3-Story Multi-Unit Residential Building in Imminent Danger of Collapse.

2 a. Name of Petitioner, (Property Owner): City of Newburgh

b. Street Address: 83 Broadway

c. City: Newburgh d. State: NY e. Zip: 12550

f. Telephone Number: (845) 569-7448 g. Fax Number:

h. Petitioner's Federal Employee Identification Number (FEIN): _____

3 a. Petitioner's Agent (Asbestos Contractor) Firm Name: Quality Environmental Solutions & Technologies, Inc.

b. Street Address: 1376 Route 9

c. City: Wappingers Falls d. State: NY e. Zip: 12590

f. Telephone Number: 845-298-6031

4 a. Asbestos Contractor License No. 29085

b. Name of Firm: Quality Environmental Solutions & Technologies, Inc.

5. Building Description:

a. Affecting premises known as: Gidney Avenue, Newburgh, NY 12550

b. These premises are situated on the ☐ North, ☒ South, ☐ East, ☐ West side of Gidney Avenue

c. County of Orange

d. Street Address: 7 Gidney Avenue

e. City: Newburgh f. State: NY g. Zip 12550

h. Is building occupied? ☐ Yes ☒ No

i. Current function of building: Vacant Condemned Building

j. Approximate area (square feet) of building: 4,000 SF k. Number of stories or height in feet: 3-Story Building

l. What is within 25 feet of all four sides (North, South, East, West) of building/space? i.e. sidewalk, alley, land, another building, etc.: The affected building is surrounded by other buildings, sidewalk, road and vacant land.

6. Order To Comply or Notice of Violation. Attach copy. N/A

a. Issued to: ☐ Owner ☐ Asbestos Contractor ☐ Operator ☐ Other

b. Name on Order or Notice: _____ c. Date issued: _____

d. List the Industrial Code Rule (ICR) citations given on the Order to Comply or Notice of Violation: _____

7. If a variance has been granted previously for work closely resembling this project list:

a. Variance number: 18-0231 b. Date variance granted: February 26, 2018

Note: Add a separate typed or printed page for each work area and work procedure. Sign and date each page.

8. **Work Area Description Table:** Attach additional tables and scale drawings of work area and pictures, as needed,

Work Area Designation	Exterior or Interior	Work/Room Area Dimensions	Type of Asbestos Containing Material (ACM)	Quantity of ACM	Condition of ACM (level of damage)	Friability of ACM (non-friable or friable)	Type of Containment (full, 2-layer tent, single layer tent, open-air, etc.)
Entire Building	Exterior	Approx. 4,000 SF of Building Space	PACM Building Materials	4,000 SF of Building Space	Sig. Damaged,	Non-Friable & Friable	Open Air Demolition

9. **ICR 56 Relief Sought:** List the individual sections of ICR 56 for which relief is sought, for each work area or method used. Provide sufficient detail in an attachment. **SEE ATTACHED**

10. **Hardship Description:** What is the hardship, (e.g. Limited room for decons, exhaust ducts must be longer than 25 feet, all surfaces are contaminated and cannot be plasticized) for each work area or method used? Provide sufficient detail in an attachment. Include condemnation letter or EPA Approval letter if applicable. **SEE ATTACHED**

11. **Proposed Abatement Method Description for each work area or method used.** Include scale drawings and pictures as necessary. Lack of sufficient detail will delay issuance of variance decision.

- Will proposed abatement methods render non-friable ACM material friable? ☒ Yes ☐ No
- What proposed abatement method, increased engineering controls and detailed procedures will be used to compensate for the relief being sought? (1.e. Increased negative air rate, negative pressure glovebag, negative pressure glovebox, high temperature glovebag, intact component removal, etc.) Include sufficiently detailed procedures to complete the proposed work, **SEE ATTACHED**

Project Designer Certification

I request that the Commissioner of Labor issue a variance from the requirements of Industrial Code Rule (ICR) 56. This request is based on the information in this application and the attached documents.

I certify that the information contained in this petition is true and accurate.

I understand that if a variance is granted it may be withdrawn by the Commissioner:

- if any of the information provided in this petition is found to be inaccurate or
- if there are violations of Article 30 of the New York State Labor Law or New York State regulations.

I give the Commissioner of Labor permission to provide all of my companies records for Unemployment Insurance (U.I.) reports and contributions to employees of the New York State Department of Labor. This includes information about withholding, wage reporting, U.I. returns, U.I. registration, New Hires, and all records of U.I. delinquencies. This information may only be used for government purposes regarding the licensing and certification of this company as required by Article 30 of the New York State Labor Law and the regulations of the New York State Department of Labor, and for monitoring the company's compliance with Article 30 and ICR 56.

12 a. Project designer name (print): Rudy Lipinski

b. Project Design Asbestos Contractor firm name: Quality Environmental Solutions & Technologies, Inc.

c. Street: 1376 Route 9

d. City: Wappingers Falls e. State: NY f. Zip: 12590 g. Phone: (845) 298-6031

h. Designer certificate number: 05-09049 i. Expiration Date: 01/31/2021

j. Design Firm Asbestos Contractor License Number 29085 k. Expiration Date: 01/31/2021

13 a. Project designer signature:  b. Date: 11/18/2020

QuES & T

Quality Environmental Solutions & Technologies, Inc.

November 18, 2020

Mr. Edward Smith, P.E.
Engineering Services Unit
NYS Department of Labor
State Campus, Bldg. 12, Room 154
Albany, New York 12240

Dear Mr. Smith,

Attached is an Emergency Petition for Variance relating to the demolition of a condemned 3-story multi-unit residential building that is owned by the City of Newburgh. The condemned building in question is located at 7 Gidney Avenue, Newburgh, NY 12550. The building has been vacant for many years and suffered severe fire damage. The building has suffered a complete interior collapse from the roof down, with exterior portions of the building in danger of collapsing onto the sidewalk and street. Please see attached Letter of Condemnation for additional details. The intent of the abatement project shall be to remove and dispose of the condemned building in accordance with 56-11.5 – Controlled Demolition with Asbestos In-place, with modifications as requested within this Emergency Petition for Variance.

The condemned 3-story multi-unit residential building was approx. 4,000 SF prior to the interior collapse and is located within a residential neighborhood of the City of Newburgh, with adjacent buildings, road/sidewalk and vacant land within twenty-five (25) feet. Usage of mechanical equipment for trenching and wastewater collection requirements along the perimeter of the building is significantly impacted by site limitations. The basement of the building will be utilized to capture/collect water during the project, where it will be filtered in compliance with ICR-56 and discharged. In addition, due to proximity of an adjacent building to the east and sidewalk/roadway to the north, the foundation and slab shall be cleaned and remain in place to provide stability and prevent collapse of the surrounding building and sidewalk/roadway prior to being backfilled with soil.

We believe the attached Request for Emergency Variance meets the spirit and intent of the law and would not expose removal workers, occupants, or the general public to elevated levels of Asbestos Fibers and would address:

- 1) The practical operational problems in the safe conduct of the project.
- 2) Alleviate unnecessary financial hardship to the City of Newburgh.
- 3) Allow the uninterrupted usage of adjacent buildings and sidewalk/roadway.

If we can be of any assistance in providing additional information or clarification that may be of value in the review of this Request for Emergency Variance, please contact me at (845) 298-6031. Your prompt consideration of this matter would be greatly appreciated.

Sincerely,



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

**PETITION FOR EMERGENCY VARIANCE
CITY OF NEWBURGH
@ 7 GIDNEY AVENUE, NEWBURGH, NY 12550**

Nature of Work

The project involves demolition of a condemned 3-story multi-unit residential building located at 7 Gidney Avenue, Newburgh, NY 12550.

The condemned 3-story multi-unit residential building was approx. 4,000 SF prior to the interior collapse and is located within a residential neighborhood of the City of Newburgh, with adjacent buildings, road/sidewalk and vacant lot within twenty-five (25) feet. Usage of mechanical equipment for trenching and wastewater collection requirements along the perimeter of the building is significantly impacted by site limitations. The basement of the building will be utilized to capture/collect water during the project, where it will be filtered in compliance with ICR-56 and discharged. In addition, due to proximity of an adjacent building to the east and sidewalk/roadway to the north, the foundation and slab shall be cleaned and remain in place to provide stability and prevent collapse of the surrounding building and sidewalk/roadway prior to being backfilled with soil.

The intent of the abatement project shall be to remove and dispose of the condemned 3-story multi-unit residential building in accordance with 56-11.5 – Controlled Demolition with Asbestos In-place, with modifications as requested within this Petition for Emergency Variance. Cleanable, non-ACM building materials/components such as, but not limited to: Structural Steel, Glass, Stone/Masonry Slab/Foundation, shall be segregated from ACM Debris and fully decontaminated as stated within 56-11.5 or cleaned and left in place as described in the above paragraph. All work will be performed within a regulated abatement work area in conformance with the requirements of ICR-56 and as outlined within this Petition for Emergency Variance.

Material

Approximate Quantity

Condemned 3-Story Multi-Unit Residential Building

4,000 SF

Applicable Sections:

56-4.9(a) –	Phase IB Background Pre-Abatement Air Samples
56-11.5(c)(2) –	Controlled Demolition with Asbestos In Place; Controlled Demolition Procedures; Regulated Abatement Work Area
56-11.5(c)(7) –	Controlled Demolition with Asbestos In Place; Controlled Demolition Procedures; Debris
56-11.5(c)(10)(12) –	Controlled Demolition with Asbestos In Place; Controlled Demolition Procedures; Trenching & Wastewater
56-11.5(c)(13) –	Controlled Demolition with Asbestos In Place; Controlled Demolition Procedures; Final Cleaning and Clearance Procedures

SPECIFIC VARIANCE

56-4.9(a)

We are requesting relief from performance of Background Air Sampling due to the nature of this project. Subsequent air monitoring shall be performed in compliance with 56-11.5(a).

56- 11.5(c)(2)

We are asking for exemption from the minimum distance requirement of twenty-five (25) feet from the outermost limit of disturbance. The commercial building is located within a residential neighborhood of the City of Newburgh, with adjacent buildings, road/sidewalk and vacant land within twenty-five (25) feet.

**PETITION FOR EMERGENCY VARIANCE
CITY OF NEWBURGH
@ 7 GIDNEY AVENUE, NEWBURGH, NY 12550**

Specific Variance Cont'd...

In locations where the 25-foot minimum distance cannot be attained, the area will be cordoned off to the maximum extent possible and a representative daily abatement air sample shall be included at the reduced barrier. Proper signage shall be placed on the reduced barrier in compliance with ICR 56-7.4.

56- 11.5(c)(7)

The requested abatement project shall include demolition, removal and disposal of the condemned, 2-story extended multi-unit residential building as RACM in compliance with 56-11.5 – Controlled Demolition with Asbestos In-Place except for the foundation and slab. Due to proximity of an adjacent building to the east and sidewalk/roadway to the north, the foundation and slab shall be cleaned and remain in place to provide stability and prevent collapse of the surrounding building and sidewalk/roadway prior to being backfilled with soil. In addition, cleanable, non-porous Structural Members/steelwork, Glass, and similar non-ACM items shall be segregated from ACM Debris and fully decontaminated as stated within 56-11.5(c)(7) and disposed of as C&D waste.

A full-time independent project monitor shall be on-site for the full duration of the abatement project to oversee all abatement activities, and ensure regulatory compliance with ICR 56 and variance conditions.

56- 11.5(c)(10)(12)

We are requesting relief from trenching to control wastewater runoff to a holding tank. Usage of mechanical equipment for trenching and wastewater collection requirements along the perimeter of the building is significantly impacted by site limitations. Due to the proximity of the adjacent buildings and the sidewalk/roadway being utilized as part of the regulated abatement work area for loadout of the condemned building, staging and cleaning of mechanical equipment, the basement of the building will be utilized to capture/collect wastewater during the project, where it will be filtered in compliance with ICR-56 and discharged.

56- 11.5(c)(13)

Upon completion of removal, disposal and cleaning activities, as detailed within 56-11.5(c)(13), and a minimum drying period elapsed, the project monitor shall determine if the area is dry and free of visible asbestos debris/residue. If the area is determined to be acceptable and the most recent daily abatement air sample results meet 56-4.11 clearance criteria the asbestos project shall be deemed complete.

GENERAL REQUIREMENTS

1. Daily air monitoring shall be performed each working day. If work is suspended for this project, over a holiday or weekend, air monitoring will not be required under this applicable variance.
2. If air monitoring is not conducted during non-work holiday or weekend times, no one except certified asbestos personnel are to be allowed in the work areas.
3. A copy of this SITE-SPECIFIC VARIANCE shall be conspicuously posted at the entrance to the personal decontamination enclosure.
4. All other provisions of Industrial Code Rule 56 shall be complied.

**PETITION FOR EMERGENCY VARIANCE
CITY OF NEWBURGH
@ 7 GIDNEY AVENUE, NEWBURGH, NY 12550**

Site Condition Photos



**PETITION FOR EMERGENCY VARIANCE
CITY OF NEWBURGH
@ 7 GIDNEY AVENUE, NEWBURGH, NY 12550**



**PETITION FOR EMERGENCY VARIANCE
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**PETITION FOR EMERGENCY VARIANCE
CITY OF NEWBURGH
@ 7 GIDNEY AVENUE, NEWBURGH, NY 12550**



7 Gidney Avenue, Newburgh, NY

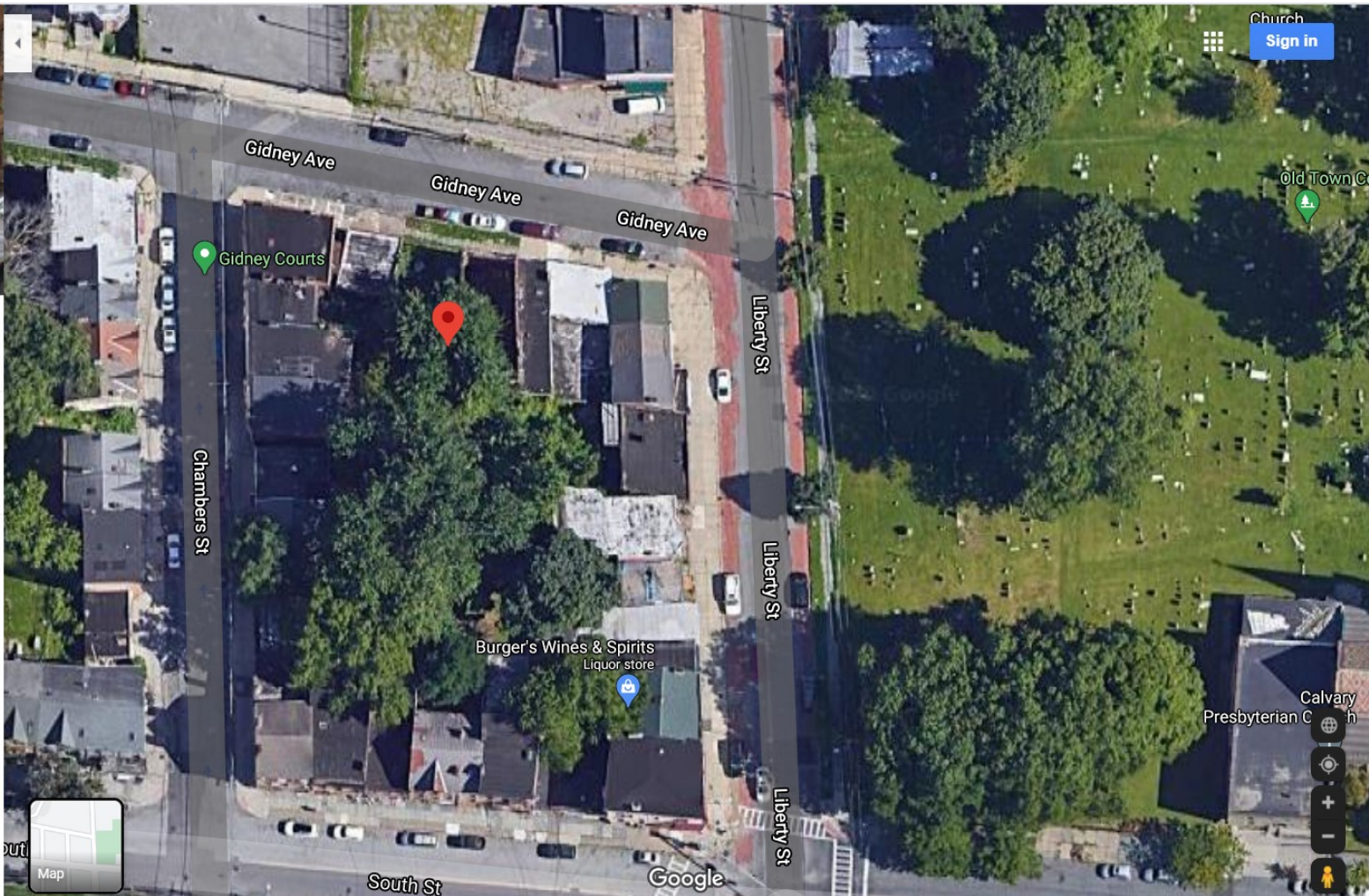


7 Gidney Ave
Newburgh, NY 12550

- Directions
- Save
- Nearby
- Send to your phone
- Share

- GX5Q+2G Newburgh, New York
- Suggest an edit on 7 Gidney Ave
- Add a missing place
- Add your business

Photos





CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Joseph Donat, City Manager

FROM: William F. Horton, Fire Chief/Building Inspector

DATE: November 12, 2020

SUBJECT: 7 Gidney Avenue, City of Newburgh

7 Gidney Avenue in the City of Newburgh (S/B/L 11-5-3) is a City owned three story multiple family dwelling of ordinary brick construction on a stone and masonry foundation. Constructed in the late 19th century, the building sits on the South side of Gidney Avenue just to the West of Liberty Street and is known to be unoccupied and vacant for a minimum of thirty years following a multiple alarm fire.

Following a review of the building and a site visit with Jason Morris, the building has suffered some time ago a complete collapse of the remaining interior components and the remaining exterior walls are no longer sufficiently supported. A condemnation order has been issued and I can attest the building is subject to further collapse and in its present condition poses a threat to public safety and the City should make all preparations necessary to demolish the building as soon as possible.

UNOFFICIAL LOW-BID TABULATION

CITY OF NEWBURGH, NY

PROJECT NAME: Bid #21.20-Demolition of 7 Gidney Avenue with Asbestos in Place **BID OPENING:** Thursday, December 10, 2020 @ 11:00 AM (Local Time)

Bid Opening: Began at 11:27 a.m. and closed at 11:51 a.m.

Present: Elizabeth Garrison, Administrative Assistant to City Engineer; Zakia Alam, Junior Civil Engineer; Joselyn Taylor, Account Clerk

This Non-Public Bid Opening is live streamed as per Executive Order 202.11 resulting from the COVID-19 pandemic

	Bidder Name	Time Stamped	Sealed and Clearly Marked	+ Copy Original Bid	Bid Form (signed in blue ink)	Acknowledged Addendum #1	Resolution of Board of Directors	Non-Collusion Bidding Affidavit	Form of Security	Bidder's Qualifications	Affidavit of Worker's Comp	Iranian Energy Sector Divestment	Estimate of RACM Demolition of Removal of Quantities	Lump Sum Bid Price	Per/SF Add Alt. Bid Price	Lump Sum Add Alt. Bid Price
1	Taylor Montgomery LLC	Dec. 10 9:53am	✓ ✓	✓ ✓	City form	✓	✓	✓ not in blue ink	Bond on City form	✓	✓	✓	✓	193,000/-	100.00/sft	195,400.00
2	APEX Development INC	Dec. 10 9:38am	✓ ✓	✓ No Copy	City form	✓	✓	✓	Form of Bond on City form	✓	✓	✓	✓ license from DOL to handle asbestos	112,000/-	3,000/-	115,000/-
3	Two Brothers Contracting INC	Dec. 10 8:45am	✓ ✓	✓ ✓	Bid form	✓	✓	✓	Bond on City form	✓	✓	✓	✓ license from DOL to handle asbestos	184,800/-	None	5800/-
4	Gracie Construction Co, Inc.	Dec. 09 2:55pm	✓ ✓	✓ No Copy	City form	✓	✓	✓	Form of a Bond on City form	✓	✓	✓	✓	71,500/-	8.00/sft	1,344/-
5	Jammuzzi Group	Dec. 10 10:55	✓ ✓	✓ No Copy	City form	Not Acknowledged	✓	✓	Form of a Bond on City form	✓	✓	✓	✓ license from DOL to handle asbestos	108,000/-	25.00/sft	Not Submitted on Rev. spec page BF-2
6																

RVV
2:55 PM
12/9/2020



Garick Construction Co, Inc.
27 Track Drive
Binghamton, NY 13904

City of Newburgh
83 Broadway
4th Floor
Newburgh, NY 12550

Sealed Bid Enclosed:

Bid Date: 12/10/20
Bid Time: 11:00 AM
Project: Bid No. 21.20
Demolition of 7 Gidney Ave with
Asbestos in Place

BID FORM

Project Identification: Demolition of 7 Gidney Avenue with Asbestos in Place

Contract Identification And Number: Bid No. 21.20

Submitted To: City of Newburgh

83 Broadway - 4th Floor, Newburgh, NY 12550

Attn: City Comptroller Todd Venning

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

List Addenda by Addendum Number and Date:

ADDENDUM #1 12/20/20

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

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

4 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BASE BID PRICE:

Seventy One Thousand Five Hundred Dollars	\$ 71,500.00
<i>Text</i>	<i>Numerical</i>

PER/SQUARE FOOT ADD ALTERNATE BID PRICE:

Eight Dollars	\$ 8.00
<i>Text</i>	<i>Numerical</i>

LUMP SUM ADD ALTERNATE PRICE:

One thousand Three Hundred Forty Four Dollars	\$ 1,344.00
<i>Text</i>	<i>Numerical</i>

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

5 BIDDER agrees that the Work will be substantially completed and completed 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 liquidate damages in the event of failure to complete the Work within the times specified in the Agreement.

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

- a. Resolution of Board of Directors
- b. Non-Collusion Form
- c. Required Bid Security in the form of bid bond or certified bank check
- d. Required BIDDER's Qualification Statement with supporting data
- e. Affidavit of Workers' Compensation
- f. Iranian Energy Sector Divestment
- g. Estimate of RACM Demolition Removal of Quantities

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

Gorick Construction Co. Inc.

27 Track Dr Binghamton NY 13904

andy@gorickconstruction.com

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

SUBMITTED on: December 10 2020
Month *Day* *Year*

State Contractor License No.: 29255

If BIDDER is:

An Individual

By: _____

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: Gorick Construction Co. Inc.

Corporation Name

Seal

State of Incorporation: New York

Authorized Signatory: Travis Meyer Title: VP Operations

Attestation: Sally Shirk
Secretary

Business Address: 27 Track Dr Binghamton NY 13904

Phone Number: 607-775-1765

Date qualified to do business: 7/28/1966

A Joint Venture

By: _____

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

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

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CERTIFIED COPY OF RESOLUTION

OF

BOARD OF DIRECTORS OF

Gorick Construction Co. Inc.

Name of Corporation

Resolved that

Trevor Meyer

Authorized Signatory

VP Operations

Title

of

Gorick Construction Co. Inc.

Name of Corporation

Authorized to sign and submit the Bid of the Corporation for

the following project:

Demolition of 7 Gidney Avenue with Asbestos in Place

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

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

Gorick Construction Co. Inc.

Name of Corporation

At a meeting of its Board of Directors held on the

8th

day of

December

20

20

By:

[Signature]

Title:

VP Operations

Seal

The above form must be completed if the Bidder is a Corporation.

This page has been intentionally left blank.

NON-COLLUSION BIDDING AFFIDAVIT

Demolition of 7 Gidney Avenue with Asbestos in Place

BID No. 21.20

City of Newburgh, New York

STATE OF: new York

)

) SS:

County of: Bloom E

)

I, TREVE MOYER of the Town, Village, City of Rome
in the County of Drake and the State of Pennsylvania

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

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

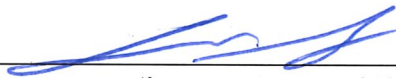
I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by

Goerck Construction

Name Contractor

Subscribed and sworn to



Also type or print name and title of affiant under this signature

Trevor Moyer, VP Operations

before me this 8th day of December, 2020

Affix Notary Seal or Stamp below

Notary Public of New York State

My commission expires: 08/31/2021

Sally M. Shirk

SALLY M. SHIRK
Notary Public, State of New York
Residing in Broome County
My Commission Expires Aug. 31, 2021
Registration No. 01SH4691467

This Affidavit must be completed by all Bidders

This page has been intentionally left blank.

BID BOND

BIDDER, Name and Address:

GORICK CONSTRUCTION CO., INC.

27 Track Drive

Binghamton, NY 13905

SURETY, Name and Address of Principal Place of Business:

LIBERTY MUTUAL INSURANCE COMPANY

175 Berkeley Street

Boston, MA 02116

OWNER, Name and Address:

CITY OF NEWBURGH, Orange County, New York

83 Broadway-4th Floor

Newburgh, NY 12550

BID:

Due Date: **10 December 2020**

Project, brief description and location:

Demolition of 7 Gidney Avenue with Asbestos in Place - Bid No. 21.20

BOND:

Bond Number: **Unassigned - Bid Bond**

Date, no later than Bid Due Date: **4 December 2020**

Penal Sum: **Five Percent of Attached Bid (5%)**

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

BIDDER:

Gorick Construction Co., Inc.

Bidder's Name and Corporate Seal

By:

Trevor A. Moyer, VP *Signature and Title*

Attest:

Brenda J. Ferri, Witness *Signature and Title*

SURETY, attached power of attorney:

Liberty Mutual Insurance Company

Surety's Name and Corporate Seal

By:

Lisa D. Kaylor, Attorney In Fact *Signature and Title*

Attest:

Brenda J. Ferri, Witness *Signature and Title*

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

executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.

5 This obligation shall be null and void if:

5.1 OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

5.2 All bids are rejected by OWNER, or

5.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

6 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

7 Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

8 No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

9 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

10 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

11 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

12 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202999 - 012055**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deborah K. Blanchard, Michael C. Coleman, Thomas E. Costello, Brenda J. Ferri, Lisa D. Kaylor, Michael Tresidder

all of the city of Binghamton state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 23rd day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4TH day of DECEMBER, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets		Liabilities	
Cash and Bank Deposits.....	\$778,754,989	Unearned Premiums.....	\$8,007,146,482
*Bonds — U.S Government.....	2,780,808,610	Reserve for Claims and Claims Expense.....	21,532,853,787
*Other Bonds.....	12,645,608,792	Funds Held Under Reinsurance Treaties.....	507,868,920
*Stocks.....	16,385,435,431	Reserve for Dividends to Policyholders	1,143,826
Real Estate.....	235,608,378	Additional Statutory Reserve.....	125,722,000
Agents' Balances or Uncollected Premiums.....	6,217,983,641	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	102,273,390	Other Liabilities	4,117,460,075
Other Admitted Assets.....	11,957,106,292	Total.....	\$34,292,195,090
Total Admitted Assets.....	<u>\$51,103,579,523</u>	Special Surplus Funds.....	\$32,768,443
		Capital Stock.....	10,000,075
		Paid in Surplus.....	10,044,978,933
		Unassigned Surplus.....	6,723,636,983
		Surplus to Policyholders	16,811,384,434
		Total Liabilities and Surplus	<u>\$51,103,579,524</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

TAMIKOLAJEWSKI

Assistant Secretary

BIDDERS QUALIFICATION QUESTIONNAIRE

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

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

in years:

75 years

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

City of Binghamton 38 Hawley St Binghamton NY Franco Incitti 607-772-7007 House demolitions \$121,000

Capital Region Land Bank 433 State St Schenectady NY David Hogankamp 518-377-1109 (15) House Demolitions \$277,000

City of Norwich 31 East Main St. Norwich NY Amy Donnison 607-334-1233 4 Story Bulding Demo \$83,388

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

Cornell University East Campus Demolition \$1,868,000.00 -----80% complete

City of Rochester House demolitions \$174,000.00-----75% Complete

Restore NY fall demolitions City of Binghamton \$221,000-----20% complete

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

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

(2) Volvo 300 excavator w/bucket and thumb

(2) Komatsu 360 w/bucket and thumb and grapple

1 Cat 336 with grapple 1 Cat 329 bucket and thumb

(1) Volvo 480 Ultra High Reach 95 ft Boom (1) Hitachi 500 Ultra High Reach 86ft boom

(3) Cat 345 excavators with grapples, bucket and thumb and processing shears

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

None all equipment is owned

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

Delta Engineers	Bill Johnson	860 Hooper Rd Endwell NY 13760	607-231-6600
-----------------	--------------	--------------------------------	--------------

Keystone Associates	Tim Marble	58 Exchange St. Binghamton NY	607-722-1100
---------------------	------------	-------------------------------	--------------

The LiRo Group	Jason Colvin	690 Delaware Ave.. Buffalo NY	716-882-5476
----------------	--------------	-------------------------------	--------------

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

M&T Bank

Milton Cat

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

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

The business is a Gorick Construction Co. Inc.

Type of Legal Entity

The address of principal place of business is:

27 Track Dr Binghamton NY 13904

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

Alfred Gorick Jr.	President
-------------------	-----------

Trevor Moyer	Vice President
--------------	----------------

Sally Shirk	Office Manager/Treasure
-------------	-------------------------

AFFIDAVIT - WORKERS' COMPENSATION

STATE OF New York

)

) SS:

County of Broome

)

I, Steven Meyer of Garick Construction Co. Inc.

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

Signed:



Subscribed and sworn before me

this 8th day December, 2020

Notary Public of New York State

Affix Notary Seal or Stamp below.

My commission expires: 08/31/2021
Sally M. Shirk

SALLY M. SHIRK
Notary Public, State of New York
Residing in Broome County
My Commission Expires Aug. 31, 2021
Registration No. 01SH4691467

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

Iranian Energy Sector Divestment

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

Signature:  Title: Vice Presidents

Date: 12/10/20 Company Name: Goerck Construction

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**ESTIMATE OF RACM DEMOLITION REMOVAL QUANTITIES
RESPONSIBILITY OF CONTRACTOR**

Bid #21.20
7 Gidney Avenue
Newburgh, NY 12550

EACH CONTRACTOR SHALL READ AND ACKNOWLEDGE THE FOLLOWING NOTICE. A SIGNED AND DATED COPY OF THIS ACKNOWLEDGMENT SHALL BE SUBMITTED WITH THE CONTRACTOR'S BID FOR THIS PROJECT. FAILURE TO DO SO MAY, AT THE SOLE DISCRETION OF THE OWNER, RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND RESULT IN DISQUALIFICATION OF THE CONTRACTOR'S BID ON THIS PROJECT.

NOTICE

The linear and square footage listed is only approximate, and the Contractor is required to visit the building in order to take actual field measurements in each listed location. The Contractor shall base their bid on actual quantities determined, by them, at the site walk through. Estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project.

Acknowledgment: I have read and understood the above **NOTICE** regarding asbestos removal quantity estimates and understand that estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project. The Contractor's signatory represents to the Owner that he/she has the authority of the entity he/she represents to sign this agreement on its behalf.

Company Name: Groack Construction
Type or Print

BY: [Signature] Project manager/Estimator 12/4/20
Signature Title Date

Print Name: Andy Tiff.

.....

RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET

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RESOLUTION NO.: 300 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION DECLARING POLICE DEPARTMENT AND
FIRE DEPARTMENT VEHICLES AND
DEPARTMENT OF PUBLIC WORKS VEHICLES AND EQUIPMENT AS SURPLUS**

WHEREAS, the City of Newburgh Department of Public Works possesses vehicles and equipment identified as a 2004 Ford van, 2001 a Dodge 4 X 4, and an Ammco brake lathe which are no longer of use to the City; and

WHEREAS, the City of Newburgh Police Department possesses vehicles identified as a 2006 Chevrolet Tahoe, a 2007 Mercury Mountaineer, a 2007 Ford Taurus, 2008 Dodge Durango, a 2009 Dodge Charger, two 2010 Dodge Chargers, a 2010 Dodge Journey, a 1987 Ford van, and a 2001 Dodge van which are no longer of use to the City; and

WHEREAS, the City of Newburgh Fire Department possess vehicles identified as two 2004 Jeep Grand Cherokees which are no longer of use to the City; and

WHEREAS, the Department of Public Works, the Police Department, and the Fire Department have requested that the vehicles and equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles and equipment as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the vehicles and equipment identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO.: 301 -2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO DAVID DEFREEST AND ERIC ASHCROFT TO THE PREMISES
KNOWN AS 255 BROADWAY (SECTION 35, BLOCK 2, LOT 4)**

WHEREAS, on March 14, 1985, the City of Newburgh conveyed property located at 255 Broadway, being more accurately described on the official Tax Map of the City of Newburgh as Section 35, Block 2, Lot 4, to David DeFreest and Eric Ashcroft; and

WHEREAS, the attorney representing the current owner has requested a release of the restrictive covenants contained in said deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 255 Broadway, Section 35, Block 2, Lot 4 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated March 14, 1985, from THE CITY OF NEWBURGH to DAVID DEFREEST AND ERIC ASHCROFT, recorded in the Orange County Clerk's Office on March 20, 1985, in Liber 2338 of Deeds at Page 185 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: _____-2020

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

On the ____ day of _____ in the year 2020, 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.

RESOLUTION NO.: 302 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A DONATION OF MODULAR STREET FURNITURE FROM
THE AWESOME NEWBURGH FOUNDATION**

WHEREAS, the Awesome Newburgh Foundation has offered to donate to the City of Newburgh modular street furniture paid for by a developer and returned unused to the manufacturer; and

WHEREAS, the modular street furniture has a value of \$199,997.95, and the Awesome Newburgh Foundation further offered to deliver the furniture to Newburgh and to install the furniture in City-owned parks and open spaces identified by the City at no cost to the City, an estimated value of services in the amount of \$4,800.00; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept the donation of the modular street furniture and the delivery and installation by Awesome Newburgh Foundation, with the appreciation and thanks of the City of Newburgh.



November 24, 2020

To Whom It May Concern:

This letter confirms that the Awesome Newburgh Foundation is offering the City of Newburgh a donation of goods (20 pieces of street furniture) from the design manufacturer, **A05STUDIO**, at no cost to the City. The Awesome Newburgh Foundation will also cover any incidental or delivery costs associated with the goods, including but not limited to the items listed in the attached invoice. The City should install the furniture where and as it sees fit, in City Parks and other City-owned publically accessible property.

As an endorsement for our public parks and summer street initiative, this furniture series will enhance our public realm and bring the community together. We are immensely grateful for the charitable donation that A05Studio has provided us.

Best
Naomi Hersson-Ringskog & Gena Wirth
Awesome Newburgh Foundation Trustees

About:
A05 Studio is a contemporary design and fabrication studio based in Red Hook. We design bespoke pieces for our clients with a focus on detail.

Photo reference: <https://a05studio.com/dumbostreetfurniture>



A05 Studio
347 552 9933

499 Van Brunt Street, Unit 7A
Brooklyn, New York
11231
United States

Billed To

Kushner Companies
666 5th Ave
New York, New York
10103
United States

Date of Issue

11/14/2017

Invoice Number

0000004

Amount Due (USD)

\$0.00

Due Date

11/29/2017

Description	Rate	Qty	Line Total
7'x7' Seating Platform	\$11,765.00 +NY Sales Tax	4	\$47,060.00
5'x5' Seating Platform	\$4,000.00 +NY Sales Tax	6	\$24,000.00
Step Seating	\$3,000.00 +NY Sales Tax	4	\$12,000.00
7'x7' Sloped Lawn Planter	\$11,500.00 +NY Sales Tax	1	\$11,500.00
5'x5' Angular Planter	\$4,000.00 +NY Sales Tax	2	\$8,000.00
Semicircular Bench	\$8,000.00 +NY Sales Tax	2	\$16,000.00
5'x5' Sloped Lawn Planter	\$5,000.00 +NY Sales Tax	1	\$5,000.00
Dumpster Planter	\$800.00 +NY Sales Tax	12	\$9,600.00
Delivery and Install	\$55,000.00	1	\$55,000.00

Subtotal	188,160.00
NY Sales Tax (8.875%)	11,817.95
Total	199,977.95
Amount Paid	199,977.95
Amount Due (USD)	\$0.00



A05 Studio
347 552 9933

499 Van Brunt Street, Unit 7A
Brooklyn, New York
11231
United States

Billed To

Naomi Hersson-Ringskog

Estimate Date

11/23/2020

Estimate Number

0001407

Description

Rate

Qty

Line Total

Street Furniture - Delivery

- 16' Box truck w/lift gate
- 4 person team
- Pick up from storage unit in New Jersey
- Delivery to Newburgh NY

\$2,450.00

1

\$2,450.00

Repairs and New Hardware

- New corner brackets and SS hardware where necessary
- New turf grass for grass units
- New CNC structures to support sloped grass elements

\$2,350.00

1

\$2,350.00

Subtotal

4,800.00

Tax

0.00

Estimate Total (USD)

\$4,800.00

Terms

100% due to begin

5'x5' Seating Platform: Quantity 6

7'x7' Seating Platform: Quantity 4

Semicircular Bench: Quantity 2

7'x7' Sloped Lawn Planter: Quantity 1

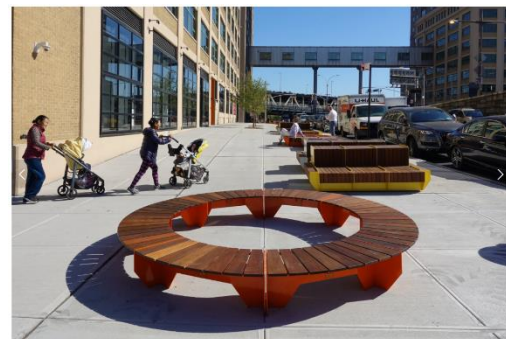
5'x5' Sloped Lawn Planter: Quantity 2

5'x5' Angular Planter: Quantity 2

Step Seating: Quantity 4

Dumpster Planter: Quantity 12

All Solid Ipe, Lasercut Steel



City of Newburgh

ATTACHMENT: GRANT APPLICATION FORM

- 1. Name of approved project for which the grant supports.**
Oral History of African American Civil Rights in Newburgh: Updating our Framework for Community Preservation in the East End Historic District
- 2. Name of the Department requesting to apply for the grant.**
Department of Planning and Development
- 3. Name(s) of Department Head/Sponsor supporting the grant.**
Alexandra Church, AICP
- 4. Name of grant and agency awarding the grant.**
Cultural Resources Financial Assistance through the African American Civil Rights Grant Program from the National Parks Service
- 5. Date of grant submittal.**
December 15, 2020
- 6. Amount of Grant award.**
\$50,000
- 7. Amount and type of match required by the City of Newburgh (ex. Cash, In-Kind services.)**
No match required
- 8. Project Plan, including scope of project for which the grant supports, key stakeholders, project timeline.**
The East End Historic District (EEHD) in Newburgh was established in phases, beginning in 1973, as a response to urban renewal and the demolition of the city's waterfront and East End neighborhoods. The district's designation on the National Register had the intention to preserve the architectural and social fabric of the city in the face of any further demolition or displacement. This history is inextricably tied to the Civil Rights movement, as those communities displaced were largely African American and had migrated to Newburgh during the Great Migration, and the Black community and its leaders were deeply involved in protesting Urban Renewal; however, the legacy of African American communities in Newburgh is poorly documented, widely unknown, and therefore severely under-represented in conversations pertaining to historic preservation in the city. Consequentially, the history and future of these communities are at risk: older populations, along with their stories, are passing on, and our preservation policies continue to pose barriers for current and future generations of African Americans to maintain presence in the EEHD, including as congregations in historically Black churches such as AME Zion and Ebenezer Baptist.

In order to ensure the City's preservation efforts prioritize cultural significance and community preservation alongside architectural integrity, the City of Newburgh Department of Planning and Economic Development is proposing to record and document an oral history of the African American community in Newburgh since the 19th century, through the Great Migration, in relation to the community's culturally significant sites and historic neighborhoods. The stories will focus on the rich cultural heritage of the African American community in Newburgh, while also highlighting the long-term impacts of planning practices of the 20th century in and around the EEHD, such as Urban Renewal, anti-Black lending practices, suburbanization and "white flight", and other

policies that directly impacted the African American community in particular. This oral history will then serve as context for re-evaluating the scope and nature of our Historic District.

To this end, we will:

- 1) seek out current and former residents of Newburgh who are descendants of African Slaves, migrants, and families who were impacted by Urban Renewal and other policies that have historically prevented Black individuals and communities from accumulating land and wealth;
- 2) procure a multimedia professional in high-quality recordings of individuals and families sharing their stories;
- 3) procure the necessary professionals to create online and written materials where these stories will be captured and accessible to the general public;
- 4) consult with Historic Preservation professionals and scholars of African American Civil Rights in order to assess how this historic lens can inform an expansion of the nomination of our EEHD, and support culturally significant community preservation for the Black communities in Newburgh.

Our project partners are David Hochfelder and Dr. Ann Pfau, University at Albany, urban renewal scholars currently caring for 100+ boxes of Newburgh's urban renewal archives.

The proposed timeline is as follows:

December 15, 2020: Application Submitted

May 15, 2021: Notification of grant Award.

Summer 2021: Project Commencement / Contract Signed

PHASE I: Initiation and Preparation

- Procurement process begins for professional team: Multimedia, Storytelling Facilitator, and Historians.
- Search for stories and storytellers begins.
- Preliminary data gathered and reviewed.

Fall 2021: PHASE II: Data and Story Collection

- Professional team selected.
- Preliminary group of Storytellers/culture bearers selected.
- Documentation begins.

Spring 2022: PHASE III: Editing and Compilation

- Raw footage and stories collected during Phase II to be edited.
- Professional team and stakeholders convene to plan for compilation, editing, review of data and materials.
- Proposal for web hosting, online and written materials to be completed.

Summer 2022: PHASE IV: Review of First Draft

- Convening of key stakeholders to offer feedback on first drafts of multimedia oral history.
- Final edits before public reveal.

Fall 2022: PHASE V: Community Reveal

- Final oral history project is revealed to the public during a community celebration.
- Planning summit: Stakeholders, Housing Coalition, Planning Department, Historic Preservation professionals, and guest panel of experts review and assess the presence of history in Newburgh's preservation efforts and explore next steps.



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: Oral History of African American Civil Rights in Newburgh: Updating our Community Preservation Framework in the East End Historic District	NAME OF DEPARTMENT REQUESTING GRANT: Department of Planning & Development	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Alexandra Church, AICP
NAME OF GRANT/NAME OF AWARDING AGENCY: Cultural Resources Financial Assistance through the African American Civil Rights Grant from the National Parks Service	GRANT SUBMITTAL DATE: December 15, 2020	AMOUNT OF AWARD: \$50,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: N/A	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: See Attached Proposed Scope and Timeline

Scope of Project:

Key Stakeholders:

Project Timeline: (ex. Dates)

SECTION B. FOR REVIEW BY CITY COMPTROLLER



City of Newburgh

GRANT APPLICATION FORM

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

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

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____



City of Newburgh

GRANT APPLICATION FORM

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

RESOLUTION NO.: 303 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A NATIONAL PARK SERVICE
AFRICAN AMERICAN CIVIL RIGHTS PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$50,000.00 WITH NO CITY MATCH
TO UNDERTAKE AN ORAL HISTORY OF AFRICAN AMERICAN CIVIL RIGHTS
IN THE CITY OF NEWBURGH**

WHEREAS, the National Parks Service African American Civil Rights Grant Program provides funding for projects that document, interpret, and preserve sites and stories related to the African American struggle to gain equal rights as citizens; and

WHEREAS, the City of Newburgh proposes to record and document an oral history of the African American community in Newburgh since the 19th century, through the Great Migration, in relation to the community's culturally significant sites and historic neighborhoods focusing on the rich cultural heritage of the African American community in Newburgh, and also highlighting the long-term impacts of planning practices of the 20th century in and around the East End Historic District ("EEHD"), such as Urban Renewal, anti-Black lending practices, suburbanization and "white flight", and other policies that directly impacted the African American community in particular and the oral history will then serve as context for re-evaluating the scope and nature of our Historic District; and

WHEREAS, to ensure the City's preservation efforts prioritize cultural significance and community preservation alongside architectural integrity, the study will seek out current and former residents of Newburgh descended from African Slaves, migrants, and families impacted by Urban Renewal and other policies that historically prevented Black individuals and communities from accumulating land and wealth; procure a multimedia professional to produce high-quality recordings of individuals and families sharing their stories and other professionals to create online and written materials capturing these stories to be accessible to the general public; and consult with Historic Preservation professionals and African American Civil Rights scholars to assess how this historic information can support expansion of the nomination of our EEHD and culturally significant community preservation for the Black communities in Newburgh; and

WHEREAS, the City of Newburgh proposes to undertake the Project in with David Hochfelder and Dr. Ann Pfau, from the University at Albany, who are urban renewal scholars and currently caring for more than 100 boxes of the City of Newburgh's urban renewal archives; and

WHEREAS, no City matching funds are required and the City Council finds that it is in the best interests of the City of Newburgh and its further development to apply for and accept the grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to apply for and accept if awarded a National Park Service African American Civil Rights Program grant in an amount not to exceed \$50,000.00 with no City match for a study to record and document an oral history of the African American community in the City of Newburgh; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 304 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SMALL WIRELESS COMMUNICATIONS FACILITIES
MASTER LICENSE AGREEMENT WITH VERIZON WIRELESS OF EAST LP**

WHEREAS, Verizon Wireless of East LP is a Competitive Local Exchange Carrier with authority to operate throughout the State of New York to provide telecommunications services; and

WHEREAS, the City of Newburgh is required by federal and State statutes, regulations and orders to grant all telecommunications service providers access to and occupancy of the public rights-of-way within the City on a non-discriminatory basis for the purpose of installing facilities to provide telecommunications services; and

WHEREAS, Verizon Wireless of East LP has requested access to and occupancy of the City's rights-of-way for the purpose of installing small cell infrastructure on existing utility poles and light poles, including utility poles and light poles owned by the City, within the jurisdictional boundaries of the City; and

WHEREAS, the City is authorized by State statutes, regulations and orders to recover just and reasonable costs for administering telecommunications providers' access to the public rights-of-way within City's jurisdictional boundaries and requires an agreement between Verizon Wireless of East LP, and the City; and

WHEREAS, this Council has reviewed a Small Wireless Communications Facilities Master License Agreement with Verizon Wireless of East LP and finds that entering into such Agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that this action constitutes a "Type II", as the quoted term is defined in the State Environmental Quality Review Act Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute the attached Small Wireless Communications Facilities Master License Agreement, in substantially the same form as attached hereto and made part hereof with other provisions as Corporation Counsel may require, with Verizon Wireless of East LP for the installation of small cell infrastructure on utility poles and light poles located within the jurisdictional boundaries of the City of Newburgh.

SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__ ("Effective Date"), by and between the City of Newburgh ("City"), and Verizon Wireless of East LP ("Licensee"). City and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

In consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Grant. Subject to Laws (defined in Section 15) and this Agreement, City grants Licensee a nonexclusive license to (i) access, use and occupy the City's ROW (as defined below) 7 days a week, 24 hours a day, for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of equipment, technologies, frequencies and related fiber and materials reasonable necessary to access, connect, operate and provide power to its equipment ("Equipment") that enables Licensee's wireless communications ("Licensee's Use"); (ii) use and/or replace City owned or controlled poles for Licensee's Use ("City Owned Poles"); and (iii) use privately owned or controlled poles, including replacement poles, for Licensee's Use in the ROW pursuant to an agreement with the entity owning the poles ("Privately Owned Poles"); (iv) install, replace or remove Licensee, Licensee affiliate or, for Licensee's benefit, third-party owned poles in the ROW for Licensee's Use ("Licensee Owned Poles") (collectively the poles identified in clauses (ii), (iii), and (iv) are referred to as "Poles"). For purposes of this Agreement, the "ROW" means the public rights-of-way owned, managed or controlled by the City. Licensee's Use of City Poles shall, in accordance with Section 4, require the City's approval of a Pole License, as defined in Section 4. Licensee's Use for attachments to support structures in the ROW owned by Licensee or by a third party shall not require a Pole License; however, upon request, Licensee shall provide the City a certification of authorization to attach to such third party structures. The City expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare.
2. Term of Agreement. The term of this Agreement shall be for 10 years beginning on the Effective Date (the "Term"). Unless either Party provides written notice to the other Party at least ninety 90 days prior to expiration of the Term that such Party will not renew the Term, the Term will automatically renew for an additional 5 year period and may continue to be renewed in this manner until terminated. After the expiration or earlier termination of this Agreement, the terms of this Agreement shall apply to all Pole Licenses entered into hereunder until the expiration or termination of such Pole Licenses.
3. Fees. Licensee shall pay to the City the Fees and costs set forth in the "Fee Schedule" attached hereto and made a part hereof as Exhibit A. Licensee shall pay the one-time application fee with submission of the City Pole Application, as defined in Section 4(a). Licensee shall pay the initial recurring fee on or before ninety (90) days after the Commencement Date, as defined

in Section 4(e), and pay subsequent recurring fees on or before January 1st of the applicable year. Before any recurring fees are paid, City shall provide Licensee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required. Licensee may make payments by check made out to the order of the City of Newburgh and sent to the following address or through electronic transfer subject to the City's approval and necessary bank routing instructions.

City of Newburgh
Department of Finance
attn: Accounts Receivable
83 Broadway
Newburgh, NY 12550

4. Pole License

- a. Prior to installing any Equipment or Poles, Licensee shall file an application with the City's Code Compliance Bureau in the form attached hereto and made a part hereof as Exhibit B ("Pole Application") for one or more poles. The Pole Application will include a City of Newburgh electrical permit application. Within 60 days of receipt, the City shall, in writing, approve or reject the Pole Application. If the City timely rejects the Pole Application, the review period will be suspended until Licensee cures the non-compliance. Upon approval, a Pole Application shall be deemed to be a separate pole license ("Pole License") for each pole included in the Pole Application. Failure to reject a Pole Application in writing and within 60 days shall not be construed as *de facto* issuance of a Pole License or consent to issuance of a Pole License.
- b. City may reject a Pole Application only for one or more of the following reasons, which must be specified with reasonable detail in the rejection: (i) concerns about structural capacity, safety, reliability, or generally applicable engineering practices; (ii) the Pole Application is incomplete; (iii) the proposed Equipment exceeds the height, dimension or other parameters for small wireless facilities under applicable Law ("Small Wireless Facilities"); (iv) the design documents attached to the Pole Application do not comply with this Agreement or with the City's pole attachment laws for traffic light poles, show interference with the City's public safety radio system, traffic signal light system, or other communications components, or do not comply with the Design Criteria, as defined in Section 4(c); or (v) the Pole Application does not include a load bearing study.
- c. Any aesthetic or other design criteria for Small Wireless Facilities and poles upon which Small Wireless Facilities are attached (collectively, the "Design Criteria") which are adopted by the City shall only apply if the criteria are (i) reasonable (ii) applied equally and in a non-discriminatory manner to other types of infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility application submitted hereunder, and (iv) comply with applicable federal and state Laws. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole. Changes made to the City's Design Criteria shall not be imposed or otherwise applied retroactively unless

required by law.

- d. Licensee shall pay for any electricity service for Small Wireless Facilities. As permitted by the electric provider, Licensee may install an electric meter on the pole or the ground adjacent to the pole pursuant to a City-issued electrical permit.
 - e. The term of each Pole License shall be 10 years beginning on the first day of the month following the date that is 90 days from the date of the fully approved or fully executed (as applicable) Pole License ("Commencement Date"). Unless Licensee provides written notice to the City prior to the expiration of the then current term that Licensee will not renew any Pole License, each Pole License will automatically renew for 3 consecutive 5 year periods.
 - f. A Pole License may be terminated prior to the expiration of its term: (i) by City upon written notice to Licensee, if Licensee fails to pay any amount when due and such failure continues for 30 days after Licensee's receipt of notice; (ii) by the City if the Equipment, operation or maintenance thereof poses a hazard to public safety and Licensee has failed to respond or initiate a cure within 60 days after receipt of written notice by the City; (iii) by the City, upon 90 days advance written notice, if Licensee ceases to utilize the Equipment installed under the Pole License for more than one year; (iv) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the party has failed to initiate a cure within 60 days after receipt of written notice or, after initiating a cure, is unable to satisfactorily complete the cure within 120 days; (v) by Licensee at any time for any reason or no reason; or (vi) by Licensee in the event that Licensee fails to timely obtain or maintain, or is not satisfied with any governmental approval applicable to Licensee.
 - g. Following expiration or earlier termination of any Pole License, Licensee shall remove all Licensee Owned Poles and/or Equipment and, other than reasonable wear and tear, repair and restore City Owned Poles and the ROW to its prior condition, unless the City authorized otherwise. In the event that Licensee removes any City Owned Poles pursuant to this Agreement, the City shall retain ownership of such City Owned Poles and shall provide directions to Licensee for their reuse or disposal. Equipment installed on Privately Owned Poles are not subject to removal under this Agreement but shall at all times remain subject to the City Code, as defined below, the Design Criteria, and any agreement with the entity owning the poles.
5. Permits/Municipal Code. While the requirements of the City's Code ("Code") are in addition to the requirements of this Agreement, Licensee shall be required to apply for and obtain only those permits that are required of other occupants of the ROW. City may only impose on the permit those conditions that are permitted by applicable Laws and necessary to protect structures in the ROW, to ensure the proper restoration of the ROW, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the ROW. City will consider revisions to the Code to conform with this Agreement and applicable Law.

6. Interference

- a. Licensee will not cause interference to City traffic, public safety or other communications signal equipment in the ROW. City agrees that City will not cause interference to Licensee Owned Poles, Licensee's Equipment or Licensee's Use except as permitted under this Agreement or applicable law.
- b. If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Licensee's Network Operations Center at (800) 621-2622) or to City Fire Department Dispatch at (845-569-7420), and the parties shall work together to cure the interference as soon as commercially possible.
- c. No Interference. Licensee in the performance and exercise of its rights and obligations under this Agreement shall not unreasonably interfere with the existence, use, operation and maintenance of any and all public and private rights of way; or interfere in any way with sanitary sewers, storm sewers, water mains, storm drains, gas mains, police aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, except: (1) as authorized by this Agreement, (2) with the express written approval of the owner or owners of the affected property or properties, (3) as authorized by a duly-issued permit by a City agency; or (4) as permitted by applicable law.

7. Maintenance, Repairs and Modifications

- a. Equipment Maintenance, Repairs and Modifications. Licensee shall keep and maintain all Equipment and Licensee Owned Poles in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of City. Licensee may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Equipment and Licensee Owned Poles at any time. Licensee may maintain, repair, replace and make like-kind modifications to any Small Wireless Facility that do not materially change the size, height and weight of the Small Wireless Facility or exceed the structural capacity of the supporting structure without requiring additional applications, permits or other City approval. Licensee shall obtain all required permits and prior approvals from the City for all other work.
- b. Pole Repairs and Replacements. If City becomes aware of damage to a City Owned Pole that supports the Equipment, City shall notify Licensee's Emergency Contact as soon as practicable. The Parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a City Owned Pole that impacts Licensee's Use, Licensee may repair or replace the pole with a like-kind pole at its own expense upon request to the and after obtaining applicable permits and authorizations. Licensee may reinstall its Equipment after a damaged pole has been repaired or replaced. Licensee will remove any pole for which it has installed a replacement pole. Licensee may temporarily use an alternative pole or structure reasonably acceptable to the Parties during repair or restoration of a pole.

- c. Emergency Events. City reserves the right to take all reasonable actions in the case of an emergency to protect the public health and safety of its citizens, and to ensure the safe operation of its rights of way and public facilities. If Licensee's failure to properly maintain the Equipment or Licensee Owned Poles as required by this Agreement creates an imminent hazard to public safety, the City after providing as much advance notice as reasonably practicable under the circumstances, may cure the hazard and bill Licensee for all costs reasonably incurred to effectuate a cure. The Parties will use reasonable efforts to coordinate any emergency responses. In case of an emergency affecting the Equipment or Licensee's Use, Licensee may access the ROW and perform necessary repairs to its Equipment and to the pole, including the right to install a replacement pole, upon notification to the City's 24/7 emergency contact, without first obtaining any otherwise necessary permit(s) or authorization(s). All emergency work in the ROW shall be conducted in a safe and good workmanlike manner and in accordance with Laws. Licensee will remove any pole for which it has installed a replacement pole.
 - d. Emergency Contacts. Licensee's network operations center may be reached 24/ 7 at (800) 621-2622. City Fire Department Dispatch's 24/7 emergency contact information is 845-569-7420. Each Party will maintain the emergency contact information current at all times with the other Party.
8. Removal and Relocation. No later than 180 days after receipt of written notice from City, Licensee shall remove and may relocate the Equipment to an alternative location, to be approved by the City, due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of City traffic light poles and/or traffic signal light system; or (iii) permanent closure of a street or sale of City property. The City shall require removal or relocation only if necessary. If Licensee fails to remove or relocate any Equipment within 180 days, City shall be entitled to remove the Equipment at Licensee's expense. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. City shall use best efforts to provide a reasonably equivalent location that affords Licensee substantially similar engineering objectives.
9. Indemnity/Damages. Licensee shall indemnify, defend and hold the City, its employees, officers, elected officials, agents and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, liability, costs or expenses arising from any third party claims resulting from Licensee's Use or Licensee's breach of this Agreement. Licensee's indemnity shall not apply to any liability resulting from the negligence or willful misconduct of the City or other Indemnified Party. The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate these claims. Licensee shall not settle any claim without reasonable consent of the City, unless the settlement (i) will be fully funded by Licensee, and (ii) does not contain an admission of liability or wrongdoing by any Indemnified Party. Neither party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

10. Insurance

- a. Licensee and its subcontractors shall carry the following insurance: (i) commercial general liability insurance in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.
- b. The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the City as an additional insured as their interests may appear under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City; (iii) contain a waiver of subrogation for the City's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII.
- c. Licensee shall provide the City with a Certificate of Insurance to provide evidence of insurance simultaneous with the execution of this Agreement, and upon reasonable written request from time to time. Licensee will provide the City with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

11. Assignment. Licensee may assign this Agreement, any City Pole License, and/or related permits to any entity which (i) is an affiliate, subsidiary or successor of Licensee; or (ii) that acquires all or substantially all of the Licensee's assets in the market. Licensee shall provide the City notice of any such assignment. Otherwise, Licensee shall not assign or transfer this Agreement or the rights granted hereunder without the City's consent.

12. Notices. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail or with a commercial courier. Unless either party notifies the other of a change of address, notices shall be delivered as follows:

If to City:

City of Newburgh
83 Broadway
Newburgh, NY 12550
Attn: City Manager

With a copy to:

City of Newburgh
83 Broadway
Newburgh, NY 12550
Attn: Corporation Counsel

If to Licensee:

Verizon Wireless of East LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to:

Verizon Wireless of East LP
d/b/a Verizon Wireless
1701 Golf Rd
Tower 2, Ste 100
Attention: Legal Department

Notices shall be deemed effective upon delivery or refusal of delivery.

13. Taxes. If City is required by Law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a “Tax”) from Licensee with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to Licensee in the manner and for the amount required by Law. Licensee shall pay such billed amount of Tax to City, and City shall remit such Tax to the appropriate tax authorities as required by Law. Licensee shall have no obligation to pay any Tax for which Licensee is exempt. Otherwise, Licensee shall be responsible for paying all Taxes that are the legal responsibility of Licensee under Laws.

14. Laws; non-discrimination; definition of Small Cell Facility.

- a. The Parties shall comply with applicable laws including, without limitation, regulations and judicial decisions, Federal Communications regulations and order as they may, from time to time, be amended (“Law” or “Laws”). This Agreement is not intended to in any way limit or waive either Party’s present or future rights under any Law, including but not limited to a Party’s right to challenge the applicability of any present or future Law or any term of this Agreement.
- b. Notwithstanding anything else in this Agreement, City shall treat Licensee in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable Laws, and is no more burdensome than other users of the ROW or City poles.
- c. “Small Wireless Facilities” are defined as those meeting the following conditions:
 - i. The facilities are mounted on structures 50 feet or less in height including their antennas, or are mounted on structures no more than 10 percent taller than adjacent structures, or do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
 - ii. each antenna associated with the deployment, excluding associated antenna equipment, is no more than 3 cubic feet in volume; and
 - iii. all other wireless equipment associated with the structure including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.

15. Miscellaneous. This Agreement shall be governed by the laws of the State of New York and all other applicable Laws with venue for any legal action related to the rights and responsibilities under this Agreement exclusively in the state courts located in Orange County, New York or the United States District Court for the Southern District of New York. The provisions of this Agreement may be waived or modified only by written agreement signed by both parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will

remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant Licensee an interest in the City's ROW or City assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

City of Newburgh

Verizon Wireless of East LP

By: Joseph P. Donat
City Manager
Per Res. No. _____ - 2020
Date:

By:
Title:
Date:

APPROVED AS TO FORM:

Corporation Counsel

Comptroller

**EXHIBIT A
FEE SCHEDULE**

One-Time Pole License Application Fee	\$500.00 for an application to attach up to five (5) facilities, and \$100.00 for each additional attachment exceeding five (5).
New Pole Application (non-recurring) Fee	\$1,000.00 including the installation of an associated Small Wireless Facility
City-Pole Recurring Fee	\$270.00 - per pole per year
Privately Owned or Licensee Owned Poles (previously permitted for installation) Recurring Fee	\$50.00 per pole per year

Except as provided in this Fee Schedule, the City shall not require any other or additional recurring fees, costs, or charges of any kind.

EXHIBIT B
Form of Application for Pole License

Pole License Application No. ____
For Attachment of Wireless Communications Facilities

Applicant/Licensee: _____

Governing Agreement: Wireless Communications Facilities Master License Agreement dated _____ (“Master License Agreement”)

Date: _____

Pole Type	Verizon Site ID #	City Site ID #	Lat/Long Coordinates	General Equipment Description	Application Fee (per Pole)
[Streetlight]					\$
					\$

*Application and Annual Fee(s) to commence and be paid consistent with the terms of the Master License Agreement. If application includes more than 1 site, or a “batch” application, rejection of one (1) or more sites included in the batch application shall not constitute a rejection of all other acceptable sites.

APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, transport solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- Load bearing study that determines whether the City pole requires reinforcement or replacement in order to accommodate attachment of Equipment. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.
- If the proposed installation will require a new pole or reinforcement or replacement of an existing City pole, provide applicable design and specification drawings.

- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

ATTACH CHECK OR MONEY ORDER IN AMOUNT OF APPROPRIATE APPLICATION FEE. THIS PROCESSING FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE.

THE CITY WILL PROCESS THIS APPLICATION IN ACCORDANCE WITH THE MASTER LICENSE AGREEMENT BETWEEN THE PARTIES, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY TO EXTEND THE APPROVAL DATE.

APPLICANT SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FOR CITY USE ONLY

RECEIPT DATE: _____ APPLICATION NO.: _____

APPROVED BY: _____

PRINT NAME: _____

TITLE: _____

CITY POLE LICENSE APPROVAL DATE: _____

EXHIBIT C

[Equipment Types and Installation Configurations]

RESOLUTION NO.: 305 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING APPROVAL OF VARIOUS INSURANCE
POLICIES FOR THE PERIOD OF
JANUARY 1, 2021 TO DECEMBER 31, 2021**

WHEREAS, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2021; and

WHEREAS, Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. have recommended a package of insurance coverage for property and liability insurance coverage for Fiscal Year 2021;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning January 1, 2021 through December 31, 2021 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Proposal; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage, including cyber insurance, and third-party claims administration services, respectively, for the period of January 1, 2021 to December 31, 2021.



Proposal of Insurance

City of Newburgh

83 Broadway, 4th Floor
Newburgh, NY 12550

Presented: December 10, 2020

Effective: January 1, 2021

Kevin Barry

Area Vice President

Sulim Bartok

Risk Management Advisor

Arthur J. Gallagher Risk Management Services, Inc.

P.O. Box 649

Mount Vernon, NY 10552

(914) 696-3700

Kevin_Barry@ajg.com

Sulim_Bartok@ajg.com



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

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Service Team

Kevin Barry has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Kevin Barry Area Vice President	(914) 697-6033 (914) 696-3700	Kevin_Barry@ajg.com	Producer
Sulim Bartok Risk Management Advisor	(914) 697-6080	Sulim_Bartok@ajg.com	Risk Management Advisor
Nicole Anstett Client Service Manager Sr.	(914) 697-6066	Nicole_Anstett@ajg.com	Client Service Manager
Nick Fulciniti Client Service Associate	(914) 697-6004	Nick_Fulciniti@ajg.com	Client Service Associate

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (914) 696-3700

Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	Commercial Package	Cyber Liability	Boiler & Machinery
	City of Newburgh	X	X	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE
U.S. Specialty Insurance Company	Package	Quoted
BCS Insurance Company	Cyber Liability	Quoted
Travelers Property Casualty Co of America	Equipment Breakdown	Quoted

Increased Exposures:

+ 20 New Vehicles with Full Limits/Deleted 3 Older Vehicles with no Comp or Collision Coverage

+2 Inland Marine – Mobile Equipment

5 Year Loss Ratio 51%

Property Values Increased by 23%

*2 Renwick, Control Building up \$14,950,804

104 S. Lander, Concessions up \$2,816,074

Added:

129-131 S. Robinson, Police \$292,200

1 Rover Street, Sewer \$94,300

North Plank Road, Water Tank \$411,500

123 Grand Street, Codes Building \$1,452,800

Added: 4 Municipal Park Locations for just Liability Coverage

Location Schedule

79 Dubois Street	Water Department	Newburgh	NY	12250
55 Broadway	Firehouse/Police Station	Newburgh	NY	12250
83 Broadway	City Hall	Newburgh	NY	12250
492 Broadway	Firehouse	Newburgh	NY	12250
283 Carpenter St	Water Tower	Newburgh	NY	12250
660 Little Britain R	Dwelling/Garage	Newburgh	NY	12250
70 Pierce's Rd	Garage	Newburgh	NY	12250
141 Ellis Avenue	Tank	Newburgh	NY	12250
3 River Street	Incinerator	Newburgh	NY	12250
2 Renwick Street	Sewage Treatment	Newburgh	NY	12250
2 Renwick Street	Sludge Pump	Newburgh	NY	12250
2 Renwick Street	Sludge Processing	Newburgh	NY	12250
2 Renwick Street	Pump & Elec Bldg	Newburgh	NY	12250
2 Renwick Street	Sludge Storage	Newburgh	NY	12250
2 Renwick Street	Grit Building	Newburgh	NY	12250
2 Renwick Street	Control Bldg.	Newburgh	NY	12250
Little Britain Road	Office/Control	Newburgh	NY	12250
Little Britain Road	Chlorination Bldg	Newburgh	NY	12250
Little Britain Road	Storage Bldg.	Newburgh	NY	12250
207 Carpenter Avenue	Park Shelter	Newburgh	NY	12250
123 Carpenter Avenue	Shelter	Newburgh	NY	12250
70 Front Street	Comfort Station	Newburgh	NY	12250
401 Washington	Locker Management	Newburgh	NY	12250
401 Washington	Toilet Facility	Newburgh	NY	12250
401 Washington	Hitch Stadium	Newburgh	NY	12250
401 Washington	Storage/Concession	Newburgh	NY	12250
401 Washington	Activity Center	Newburgh	NY	12250
401 Washington	Park	Newburgh	NY	12250
401 Washington	Concession Stand/Ball Field	Newburgh	NY	12250
104 S. Lander Street	Community Center	Newburgh	NY	12250
125 Grand Street	Court	Newburgh	NY	12250
134 Grand Street	Church Bldg.	Newburgh	NY	12250
856 Little Britian R	Facility	Newburgh	NY	12250
300 Broadway	Courthouse/Police Station	Newburgh	NY	12250
321 South William Street	Armory Building	Newburgh	NY	12250
123 Grand Street	Codes Building	Newburgh	NY	12250
1 River Street	sewage plant	Newburgh	NY	12250
North - No Plank Rd	water tank	Newburgh	NY	12250
129-131 SRobinson Ave	DPW / Police	Newburgh	NY	12250
210 Grand Street	Municipal park	Newburgh	NY	12250
10 Hasbrouck St	Municipal park	Newburgh	NY	12250
66 Courtney Ave	Municipal park	Newburgh	NY	12250
251 Liberty Street	Municipal park	Newburgh	NY	12250

Program Details

Coverage: Package

Carrier: U.S. Specialty Insurance Company

Policy Period: 1/1/2021 to 1/1/2022

Form Type:

COVERAGE	FORM TYPE	RETRO ACTIVE DATE	PENDING & PRIOR DATE
General Liability Law Enforcement	Occurrence	Not Applicable	Not Applicable
Employee Benefits	Claims Made	Unlimited	
Public Officials/EPLI	Claims Made	Unlimited	

Coverage - Business Automobile: (Based on 180 Vehicles)

DESCRIPTION	LIMIT	COVERED AUTOS
Combined Single Limit	\$1,000,000	All On File with Carrier Symbol 1
Personal Injury Protection (PIP)	Included	All On File with Carrier Symbol 5
Additional Personal Injury Protection (PIP)	\$50,000	All On File with Carrier Symbol 5
Uninsured Motorists/ Underinsured Motorists	\$1,000,000	All On File with Carrier Symbol 2,19
Medical Payments	\$10,000	All On File with Carrier Symbol 2
OBEL	\$25,000	All On File with Carrier
Monthly Work Loss	\$1,000	All On File with Carrier Symbol 2
Additional Death Benefit	\$3,000	All On File with Carrier
Mutual Aid Limit	\$1,000,000	
Physical Damage to Volunteers or Employee Personal Auto		

Coverage – General Liability:

DESCRIPTION	LIMIT
Per Occurrence	\$1,000,000
Personal Injury & Property Damage	\$1,000,000
Damage to Premises Rented to You	\$1,000,000
Products-Completed Operations Aggregate Limit	\$3,000,000
Aggregate	\$3,000,000
Pesticides or Herbicides	\$1,000,000 Occurrence \$1,000,000 Aggregate
Failure of Dam, Reservoir, Levee, Dike Coverage	Included
Emergency Response Operations	Included
Sewer Back Up Liability	Included
Sex Abuse	\$1,000,000 Occurrence \$1,000,000 Aggregate
Employee Benefits	\$1,000,000 / Each Employee \$3,000,000/Aggregate



DESCRIPTION	LIMIT
Law Enforcement Liability	\$1,000,000 / Per Occurrence \$1,000,000/Aggregate
Public Officials Liability	\$1,000,000 / Per Occurrence \$1,000,000/Aggregate
Private Property Use Restriction Sublimit	\$1,000,000 / Per Occurrence \$1,000,000/Aggregate
Employment Practices Liability Insurance	\$1,000,000 / Per Occurrence \$1,000,000/Aggregate
Wage and Hour Defense Coverage	\$25,000
Non-Employment Related Harassment-Medium Hazard	

Deductibles/SIR:

TYPE	COVERAGE	AMOUNT
SIR	Law Enforcement Liability	\$500,000
SIR	All Other	\$250,000
Deductible	EBL	\$1,000
SIR	Employment Practices Liability	\$250,000
Deductible	Auto Physical Damage Comp and Collision	\$25,000

Coverage - Umbrella Liability:

DESCRIPTION	LIMIT
Each Occurrence Limit	\$4,000,000
Aggregate (Solo Aggregate, applies separately to each line of coverage)	\$4,000,000
Dam, Reservoir, Levee, Dike*	\$4,000,000 Per Occ \$4,000,000 Aggregate
Excess of Underlying GL, EBL, Wrongful Acts, EPLI, Law Enforcement and Auto Liability	\$1,000,000 Per Occurrence

*Washington Lake Dam and Silver Stream Dam

Deductibles/SIR:

COVERAGE	AMOUNT
Excess Liability	\$10,000

Coverage Enhancements, but are not limited to:

DESCRIPTION
General Liability:
Broad, Governmental-Specific Definition of Insured
Volunteers as Insureds
EMT & Paramedic Liability
Employed Engineers & Surveyors Liability
Good Samaritan Liability
Sexual Abuse/Molestation
Owned Watercraft up to 50' in length
\$10,000 Medical Payment
Dams – Premises Liability Only
Auto Liability:



Coverage Enhancements, but are not limited to:

DESCRIPTION
Underinsured Motorists Included Physical Damage to Volunteers or Employees Personal Auto Hired and Non-Owned Liability
Law Enforcement Liability:
\$50,000 Per Officer/\$100,000 Policy Period – In Line of Duty Death Coverage Included - Departmentally Authorized Moonlighting, Approved Mutual Aid Agreements, Civil Rights Violations, Intentional Acts, Vehicular Hot Pursuit, Failure to Protect, Excessive Force, Consent to Settle, Punitive Damages are not Excluded.
Public Officials Liability:
Identity Theft Expenses \$5,000 Key Individual Replacement Expenses \$25,000 Emergency Travel Reimbursement (Terrorism) - \$5,000 Consent to Settle Included Included – Civil Rights Violations, Zoning, Land Use, Permits, Licenses, Punitive Damages not Excluded. Full Prior Acts Coverage for Unknown Incidents.
Employment Practices Liability:
\$10,000 Back Wages/SIR \$5,000 Included – Personal Injury, Libel, Slander, Defamation, Wrongful Eviction, Invasion of Privacy, False Arrest, Mental Anguish, Emotional Distress, Abuse of Process, Malicious Prosecution, Sexual Harassment, ADA, Title VII, Discrimination, Wrongful Termination, Definition of Claims Including Administrative Hearings, Consent to Settle, Full Prior Acts are Included for Unknown Incidents. Workplace Violence Counseling \$5,000
Excess Liability
Excess Liability over GL, AL, Law, POL & EPLI

Exclusions include, but are not limited to:

DESCRIPTION
Losses arising from the ownership maintenance or use of aircraft, autos, or watercraft, with some minor exceptions including certain contractual obligations
Liquor Liability Exclusion – Host only
Aircraft Products Exclusion
Real Property in Your Care, Custody, and Control Exclusion
Absolute Lead, Silica and Asbestos Exclusion
War and Nuclear Hazard
Date Related Losses
Mold / Fungus
Dishonest, fraudulent, criminal or malicious act or omission
Failure of performance of contract
Failure of any investment to perform as represented by you
Failure to comply with mandatory provisions of any law concerning Workers Compensation, unemployment insurance, social security or disability benefits
Coercion, demotion, reassignment, discipline or harassment of an employee
Non-Monetary Damages – EPLI & Law Enforcement
Fairs, Carnivals, Circuses



DESCRIPTION
Coverage for Failure of Dams - GL
Pollution Liability
Eminent Domain or Inverse Condemnation
Back Wages
Dam Failure
Hired auto Physical Damage
Garage Keepers Legal
Impound Vehicles
Employers Legal Liability – Excess Liability
Uninsured/Underinsured Motorists – Excess Liability
Downstream for Dam Failure – Excess Liability
Hired Auto Physical Damage – Auto
Physical Damage - Auto

Defense Limitations:

Defense Limitation: Applies

Defense Cost Type: Within Policy Limits (expenses erode policy limit) Outside of the Limits of Liability for Excess Liability

Cancellation, Nonrenewal, or Material Modification:

90 days written notice for non-renewal and cancellation

10 days non-payment of premium

Special Events – Subject to receipt of special events application, risk control review and underwriting approval (additional premium may apply)

Fireworks Liability – Subject to receipt of special events application, risk control review and underwriting approval prior to binding coverage (additional premium will apply)

Coverage – Property & Inland Marine**Coverages:**

SUBJECT OF INSURANCE	AMOUNT
Building & Contents Limit	\$89,961,579
Earthquake	\$5,000,000
Flood	\$5,000,000

Additional Coverage:

DESCRIPTION	AMOUNT
Inflation Guard	2%
Agreed Amount	Included
Building Valuation	Replacement Cost Per Schedule on File With Carrier
Accounts Receivable	\$250,000 Any One Occurrence
Animal Mortality	\$10,000 Any One Occurrence
Business Income	\$100,000 Any One Occurrence
Extra Expense	\$500,000 Any One Occurrence
Communication Towers	\$100,000 Any One Occurrence



SUBJECT OF INSURANCE	AMOUNT
Debris Removal	25% of Loss+\$10,000 Any One Occurrence
Electrical Utility Service Interruption	\$25,000 Any One Occurrence
EDP Coverage	\$250,000 Any One Occurrence/In Transit \$10,000 Limit
Fine Arts	\$5,000 Any One Item, \$25,000 Any One Occurrence
Fire Department Service Charges	\$5,000 For your Liability
Foundations of Machinery	\$500,000 Any One Occurrence
Fire Equipment Recharging	\$5,000 for Each Separate 12 Months Period
Ground Maintenance Equipment	\$100,000 Any One Occurrence
Newly Acquired or Constructed Property-Bldg.	\$1,000,000 at Each Building
Newly Acquired or Constructed Property-Contents	\$250,000 At Each Building
Paved Surfaces	\$100,000 Any One Occurrence
Personal Property of Others	\$15,000 Any One Occurrence
Property in Transit	\$25,000 Any One Occurrence
Property off Premises	\$100,000 Any One Occurrence
Underground Pipes, Flues or Drains	\$1,000,000 Any One Occurrence
Water Back Up-Sewer or Drain	\$500,000 for Direct Physical Loss or Damage
Unnamed Locations	\$250,000 Any Location Not on File with Carrier
Expediting Expense	\$25,000 Any One Occurrence

Inland Marine Coverage:

DESCRIPTION	AMOUNT
Schedule Contractors Equipment	\$5,516,059
Misc. Property & Equipment (No Single Item larger than \$10,000 in Value)	\$1,225,597
Contractors Equipment Rented From Others (Less than 90 Days)	\$500,000
Rental Reimbursement	\$100,000
Flood Limit	Included
Earth Movement Limit	Included
Valuation – Replacement Cost	100% Coinsurance

Deductibles/SIRs:

TYPE	COVERAGE	AMOUNT
Deductible	Building /Contents	\$100,000
Deductible	Earthquake -	\$100,000
Deductible	Flood -	\$100,000
Deductible	Inland Marine (Equipment Valued Over \$150,000 a \$100,000 Ded. Applies)	\$50,000
Deductible	Inland Marine– Flood & Earth Movement	\$100,000

Endorsements include, but are not limited to:

DESCRIPTION
PR DS 0413 Building and Personal property Coverage Form Supplemental Declarations
PR000100 0413 Building and Personal Property Coverage form



Endorsements include, but are not limited to:

DESCRIPTION
PR000102 NY 0116 Functional Building Valuation
PR000103 NY 0116 Earthquake – Volcanic Eruption Coverage Endorsement
PR000104 NY 0116 Flood Coverage Endorsement
PR000137 0116 NY Changes
PREB000100 NY 0116 Equipment Breakdown Coverage-property
PREB000101 NY 0116 Equipment Breakdown Coverage-Inland Marine
PREB000101 NY 0116 Actual Cash Value
PREB000104 NY 0116 Covered Equipment Exclusions
IM DS 0413 Commercial Inland Marine Supplemental Declarations
IM000100CE Commercial Inland Marine Contractors-Scheduled Equipment Coverage Form
IM000101 0413 Commercial Inland Marine Conditions
EDP DS 0413 Electronic Data Processing Systems Supplemental Declarations
EDP000100 0413 Electronic Data Processing Systems Coverage Form
EDP000108 NY 0116 NY Changes

Exclusions include, but are not limited to:

DESCRIPTION
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Mold Fungi and Bacteria
Failure of any Dam, Levee or Dike
Flood Zones A, A1-A30, A99, AE, AH, AO, AR, V, V1-V30, VE, B or X, FEMA Designated Zones

Package - Annual Premium	\$410,798.00
NY Fire Fee	\$591.32
Motor Vehicles Fee	\$910.00
Total Annual Premium	\$412,299.32
TRIA - Liability	\$1,082.00
TRIA – Property	\$1,801.00
Total Annual Premium with TRIA	\$415,182.32

Subject to Audit: Not Auditable**Options:**

- Supplemental Spousal Liability \$4,900**



Coverage: Cyber Liability

Carrier: BCS Insurance Company

Policy Period: 1/1/2021 to 1/1/2022

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Cyber Liability	Claims Made	Full Prior Acts	

DESCRIPTION	LIMIT	RETENTION
Policy Aggregate Limit of Liability	\$1,000,000	\$10,000
Liability Coverages		
Privacy Liability (Including Employee Privacy)	1,000,000	\$10,000
Privacy Regulatory Claims Coverage (where insurable by law)	1,000,000	\$10,000
Security Liability	1,000,000	\$10,000
Multimedia Liability	1,000,000	\$10,000
PCI DSS Assessment	1,000,000	\$10,000
	PER CLAIM OR EVENT SUBLIMIT OF LIABILITY	
Security Breach Response Coverage	\$1,000,000	\$10,000
Cyber Extortion	\$1,000,000	\$10,000
Business Income and Digital Asset:		
Business Income Loss	\$1,000,000/No Agg	\$10,000
Restoration Costs	\$1,000,000/No Agg	\$10,000
Reputation Business Income Loss	\$1,000,000/No Agg	\$10,000
Systems Integrity Restoration Loss	\$250,000/No Agg	\$10,000
Electronic Fraud		
1. Telephone Hacking	\$100,000/No Agg	\$10,000
2. Funds Transfer Fraud	\$100,000/No Agg	\$10,000
3. Reward Fund Loss	\$50,000/No Agg	\$10,000
4. Personal Financial Loss	\$250,000/No Agg	\$10,000
5. Corporate Identity Theft Loss	\$250,000/No Agg	\$10,000
6. Telephone Hacking Loss	\$100,000/No Agg	\$10,000
7. Direct Financial Loss (Funds Transfer Fraud)	\$100,000/No Agg	\$10,000
8. Cyber Deception	\$100,000/\$100,000 Aggregate	\$5,000



Supplemental Limits	Sublimit of Liability
Court Attendance Costs	\$100,000
Bodily Injury/Property Damage Liability	\$250,000
TCPA	\$100,000
HIPPA Corrective Action Plan Costs	\$50,000
Post Breach Response	\$25,000
Independent Consultant	\$25,000
Outsourced Provider	\$250,000
Computer System	\$250,000

Definition of Claim:

DESCRIPTION
Claim Means: 1. A written demand received by “you” for money or services, including the service of a civil suit or institution of arbitration proceedings; 2. Initiation of a civil suit against “you” seeking injunctive relief; 3. Solely with respects to Coverage B. A “regulatory claim” made against “you”; 4. Solely with respects to coverage H, a “pci dss assessment”. Multiple “claims” arising from the same or a series of related or repeated “wrongful acts”, acts, errors, or omissions or from any continuing “wrongful acts”, acts, errors, or omissions shall be considered a single “Claim” for the purposes of this policy, irrespective of the number of claimants or “you” involved therein”. All such related “claims shall be deemed to have been first made at the time of the earliest such “claim” was made or deemed made under section IX.A.

Extended Reporting Period (ERP) Options*:

COVERAGE	FORM TYPE	RETROACTIVE DATE
Optional ERP	175%	Three Years (36 Months)

*If ERP coverage is desired, then that requests must be in writing to the carrier.

*Please refer to NY Amendatory Endorsement 94.801 NY for further information to be terms of the ERP.

Endorsements include, but are not limited to:

DESCRIPTION
94.200 Cyber and Privacy Liability Policy Form
94.510 Cyber Deception Endorsement (If elected)
94.102 Nuclear Incident Exclusion
93.103 Radioactive Contamination Exclusion
94.805 NY Amendatory
94.527 Coverage Enhancements Endorsement
94.528 FTF Coverage Endorsement
94.551 NY Coverage for Certified Acts of Terrorism (If elected)
94.525 Claims Made Disclosure Endorsement
94.524 Self Insured Retention Consent Endorsement

Exclusions include, but are not limited to (see attached policy form for all exclusions and limitations):

DESCRIPTION
Prior and Pending "claims" and circumstances
Bodily Injury or Property Damage
Intentional Acts of any current principal, partner, director or office of your organization
Employment Practices
Insured vs Insured
Satellite Failure/Malfunction. Electrical, mechanical infrastructure failure with carve out
Failure of telephone lines, data transmission lines or wireless communications connection
ERISA violations
War, Civil War, Strike or similar labor action
Pollution
Seizure, confiscation, destruction, damage or loss of use of digital assets by order of any governmental authority
Electrical failure or electromagnetic discharge
Wear and Tear

Premium	\$8,162.00
Surcharges & Assessments	
Cyber Deception	\$408.00
Total Surcharges & Assessments	\$408.00
RPS Broker Fee	\$100.00
TRIA	\$86.00
ESTIMATED PROGRAM COST	\$8,756.00

Subject to Audit: Not Auditable

Coverage: Equipment Breakdown

Carrier: Travelers Property Casualty Co of America

Policy Period: 1/1/2021 to 1/1/2022

DESCRIPTION	LIMIT
Total Limit Per Breakdown	\$50,000,000
Property Damage	Included in Total Limit
Hazardous substance	\$10,000,000
Ordinance or law	\$10,000,000
Business Income	Included in Total Limit
BI Period of Restoration	365 Days
Extra Expense	Included in Total Limit
EE Period of Restoration	365 Days
Spoilage Damage Coverage	Included in Total Limit
Utility Interruption Waiting Period	4 Hours
Dependent Property	\$10,000,000
Electronic Data or Media	\$5,000,000
Error In Description	Included in Total Limit
Expediting Expenses Coverage	Included in Total Limit
Newly Acquired Locations	Included in Total Limit for 365 Days
Refrigerant Contamination Limitation	Included in Total Limit
Water Damage	Included in Total Limit
Brands & Labels	Included
Claim Data Expense	\$25,000
Diagnostic Equipment	Covered
Drying Out Coverage Endorsement EB T3 61	Included
Fungus, Wet Rot & Dry Rot Limits BM T8 02 & EB T9 16	Included
Off Premises Equipment Coverage Endorsement EB T3 88	\$5,000,000
Production Machines	Covered
# of Days for Notice of Cancellation	90 Days, except 20 for Non-Payment of Premium
Green Coverage Enhancements EBT 2 76	
Property Damage % Factor	5%
Property Damage Limit	\$1,000,000
BI/EE # of Days	30 Days
Underground Pressure Vessel and Piping Coverage Endorsement EB T3 94	Included

Deductibles:

COVERAGE	AMOUNT
Boiler & Machinery	\$1,000

Valuations:

DESCRIPTION
Repair/Replacement Cost - Included
BI Coinsurance is Suspended
In Use or Connected Ready for Use Limitation - None
Joint Loss Agreement – Included
Pair or Sets Valuation - Included
New Generation Valuation - Included
Knowledge of Loss Endorsement - Included

Endorsements include, but are not limited to:

DESCRIPTION
Common Policy Declarations - IL T0 02 11/01/1998
Forms, Endorsements And Schedule Numbers - IL T8 01 10/01/1993
Common Policy Conditions - IL T0 01 0 01/01/2007
Energymax 21 Equip Breakdown Prot Decs - EB T0 00 08/01/2008
Energymax 21 Eb Table Of Contents - EB T0 01 02/01/2009
Energymax21 Equip Breakdown Protection - EB T1 00 08/01/2008
General Purpose Endorsement - BM T8 00
General Purpose Endorsement - BM T8 01
Deductible Waiver - EB T3 07 08/01/2008
Errors & Omissions - EB T3 10 08/01/2008
Covered Premises-Special Schedule - EB T3 26 08/01/2008
Unnamed Locations Coverage - EB T3 34 08/01/2008
Claim Data Expense - EB T3 36 08/01/2008
Knowledge Of Loss - EB T3 58 12/01/2009
Drying Out Coverage - EB T3 61 08/01/2008
Off Premises Equipment Coverage - EB T3 88 08/01/2008
Dependent Properties - Loc Schedule - EB T4 01 08/01/2008
Fungus, Wet Rot and Dry Rot Limits –EB T9 16

Exclusions include, but are not limited to:

DESCRIPTION
Date Related Losses
Deliberate Acts

Premium	\$8,488.00
Fees	
Boiler Certificate & Handling Fees	\$206.00
Total Fees	\$206.00
ESTIMATED PROGRAM COST	\$8,694.00

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Package	Premium	U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.)	\$360,768.00	U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.)	\$410,798.00
	Fees		\$1,309.32		\$1,501.32
	TRIA		Included		\$2,883.00
	Annualized Cost		\$362,077.32		\$415,182.32
Cyber Liability	Premium	BCS Insurance Company (BCS Insurance Company)	\$5,055.00	BCS Insurance Company (BCS Insurance Company)	\$8,162.00
	Cyber Deception		\$250.00		\$408.00
	TRIA		\$5,305.00		\$86.00
	Fee				\$100.00
	Annualized Cost				\$8,756.00
Equipment Breakdown	Premium	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	\$6,577.00	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	\$8,488.00
	Srchrg & Asmnt		\$206.00		\$206.00
	Annualized Cost		\$6,783.00		\$8,694.00
	TRIA Premium		Included		Included
Total Estimated Program Cost			\$374,165.32		\$432,632.32

Quote from **U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.)** is valid until **1/1/2021**

Quote from **BCS Insurance Company (BCS Insurance Company)** is valid until **1/1/2021**

Quote from **Travelers Property Casualty Co of America (The Travelers Companies, Inc.)** is valid until **1/1/2021**

Gallagher is responsible for the placement of the following lines of coverage:

Package

Cyber Liability

Equipment Breakdown

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Premium Financing

Arthur J. Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.)	Package	Payable within 20 days of binding	Agency Bill
BCS Insurance Company (BCS Insurance Company)	Cyber Liability	Payable within 20 days of binding	Agency Bill
Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	Equipment Breakdown	Payable within 20 days of binding	Agency Bill

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
BCS Insurance Company	A-VIII	Admitted
Travelers Property Casualty Co of America	A++XV	Admitted
U.S. Specialty Insurance Company	A++XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 12/10/2020, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
☐ Accept ☐ Reject	Package
☐ Accept ☐ Reject	Spousal Liability
	U.S. Specialty Insurance Company
☐ Accept ☐ Reject	<i>TRIA</i>
☐ Accept ☐ Reject	Cyber Liability
☐ Accept ☐ Reject	Cyber Deception
	BCS Insurance Company
☐ Accept ☐ Reject	<i>TRIA</i>
☐ Accept ☐ Reject	Equipment Breakdown
	Travelers Property Casualty Co of America
Cannot be Rejected	<i>TRIA</i>

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from information provided by you and we acknowledge it is our responsibility to see that such information is updated and maintained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Provide Quotations or Additional Information on the Following Coverage Considerations:

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Other Services to Consider

☐ Yes ☐ No - CORE360™ Loss Control Portal

☐ Yes ☐ No - eRiskHub

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____

Bindable Quotations & Compensation Disclosure Schedule

ClientName: City of Newburgh

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Package TRIA Spousal Liab.	U.S. Specialty Insurance Company (Tokio Marine Holdings, Inc.)	Corieri & Associates, Inc.	\$410,798.00 \$2,923.00 \$4,900	10 %	
Cyber Liability Deception TRIA	BCS Insurance Company (BCS Insurance Company)	Risk Placement Services	\$8,162.00 \$408.00 \$86.00	15 %	5 % + \$100.00
Equipment Breakdown	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	Risk Placement Services	\$8,488.00	20 %	10 %

¹ We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

² If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

³ The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Claims Reporting By Policy

Reporting Options:

- ☐ Email: NortheastRegion.BSD.ClaimsReporting@ajg.com
- ☐ Phone: 800.770.0001
- ☐ Phone: 856.675.1301 (Direct & International)
- ☐ Fax: 856.675.1302
- ☐ After hours emergency report service: 877.458.0288

Mailing Address:

Attn: Claims Service Manager
Arthur J. Gallagher
4000 Midlantic Drive
Suite 200
Mt. Laurel, NJ 08054

For all claims reported directly to Gallagher the following services will be provided:

- ☐ Preparation of loss notice and delivery to insurance carrier(s).
- ☐ Promptly provide claim acknowledgement including claim number and adjuster contact information once the claim is assigned.
- ☐ Initiate assignment to Gallagher Claims Advocate when required for continued customer service and management of claims.

CORE360™

Loss Control Portal



Insurance | Risk Management | Consulting



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention and minimizing your total cost of risk now and in the future.

Gallagher's **CORE360™ Loss Control Portal** is our proprietary Learning Management System (LMS) that supports your safety program, provides real time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key benefits of CORE360™ Loss Control Portal:

- **Access** up to 10 modules of your choice from a library of over 100 training and safety shorts. In addition, monthly bulletins are available covering topics such as General and Environmental Safety, Human Resources, and Health and Wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard** and train an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Most Popular Training Modules:

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication



Please visit
ajg.com/LossControlPortal to learn more.

Gallagher CORE360™ is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of your total cost of risk.



Gallagher

eRiskHub®



To access the Gallagher | eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is 447597.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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Cyber Liability

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eRiskHub® Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360™ — our comprehensive approach of evaluating our client's risk management program — leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability.

Additionally, our data-driven CORE360™ approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

Key Features of the Gallagher | eRiskHub®

- Gallagher Cyber Risk Due Diligence — A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- Risk Manager Tools — A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- News Center — Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center — An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. (Looking for something specific? Try the search box at the top right of the page to search the entire Gallagher | eRiskHub®).
- Security & Privacy Training — An overview of best practices for creating an effective security training program for employees.
- Strategic Third-Party Relationships and Partner Resources — Information on third-party vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.

ajg.com



CITY OF NEWBURGH – INSURANCE PROGRAM STRUCTURE

1/1/21 – 1/1/22

\$89,961,579 Property Limit \$7,241,656 Inland Marine Limit U.S. Specialty	\$4,000,000/Occ. \$4,000,000/Agg. U.S. Specialty	\$4,000,000/Occ. \$4,000,000/Agg. U.S. Specialty	\$4,000,000/Occ. \$4,000,000/Agg. U.S. Specialty	\$4,000,000/Occ. \$4,000,000/Agg. U.S. Specialty	\$4,000,000/Occ. \$4,000,000/Agg. U.S. Specialty	\$50,000,000 Blanket Limit Travelers	\$1,000,000/Occ. \$1,000,000/Agg. BCS
	\$1,000,000/Occ. \$3,000,000/Agg. U.S. Specialty	\$1,000,000/ Accident U.S. Specialty	\$1,000,000/Occ. \$1,000,000/Agg. U.S. Specialty	\$1,000,000/Occ. \$1,000,000/Agg. U.S. Specialty	\$1,000,000/Occ. \$1,000,000/Agg. U.S. Specialty		
	\$250,000 Self-Insured Retention	\$250,000 Self-Insured Retention	\$250,000 Self-Insured Retention	\$250,000 Self-Insured Retention	\$500,000 Self-Insured Retention		
\$100,000 Deductible						\$1,000 Deductible	\$10,000 Deductible
Property, ¹ Inland Marine, ² Auto Physical Damage	General Liability, Employee Benefits Liability	Auto Liability	Public Officials Liability	Employment Practices Liability	Law Enforcement Liability	Boiler & Machinery	Cyber

PLEASE NOTE:

- ¹Inland Marine deductible is \$50,000 (for values greater than \$150,000, deductible is \$100,000)
- ²Auto Physical Damage deductible is \$25,000
- Flood & EQ limit is \$5,000,000



CITY OF NEWBURGH – INSURANCE PREMIUM SUMMARY

1/1/21 – 1/1/22

		EXPIRING PROGRAM			PROPOSED RENEWAL PROGRAM		
LINE OF COVERAGE	CARRIER	LIMIT	RETENTION (SIR/DEDUCTIBLE)	PREMIUM	LIMIT	RETENTION (SIR/DEDUCTIBLE)	PREMIUM
Property, Inland Marine, Auto Physical Damage	U.S. Specialty	\$69,702,936	\$100,000 Deductible (\$50,000 for IM) (\$25,000 for APD)	\$362,077.32	\$89,961,759	\$100,000 Deductible (\$50,000 for IM) (\$25,000 for APD)	\$415,182.32
General Liability, Employee Benefits Liability	U.S. Specialty	\$1,000,000/Occ. \$3,000,000/Agg.	\$250,000 SIR	Included in premium above	\$1,000,000/Occ. \$3,000,000/Agg.	\$250,000 SIR	Included in premium above
Auto Liability	U.S. Specialty	\$1,000,000/Accident	\$250,000 SIR	Included in premium above	\$1,000,000/Accident	\$250,000 SIR	Included in premium above
Public Officials Liability	U.S. Specialty	\$1,000,000/Occ. \$1,000,000/Agg.	\$250,000 SIR	Included in premium above	\$1,000,000/Occ. \$1,000,000/Agg.	\$250,000 SIR	Included in premium above
Employment Practices Liability	U.S. Specialty	\$1,000,000/Occ. \$1,000,000/Agg.	\$250,000 SIR	Included in premium above	\$1,000,000/Occ. \$1,000,000/Agg.	\$250,000 SIR	Included in premium above
Law Enforcement Liability	U.S. Specialty	\$1,000,000/Occ. \$1,000,000/Agg.	\$500,000 SIR	Included in premium above	\$1,000,000/Occ. \$1,000,000/Agg.	\$500,000 SIR	Included in premium above
Excess Liability (Umbrella)	U.S. Specialty	\$4,000,000/Occ. \$4,000,000/Agg.	N/A	Included in premium above	\$4,000,000/Occ. \$4,000,000/Agg.	N/A	Included in premium above
Boiler & Machinery	Travelers	\$50,000 Blanket Limit	\$1,000 Deductible	\$6,783	\$50,000 Blanket Limit	\$1,000 Deductible	\$8,694
Cyber	BCS	\$1,000,000/Occ. \$1,000,000/Agg.	\$5,000 Deductible	\$5,305	\$1,000,000/Occ. \$1,000,000/Agg.	\$10,000 Deductible	\$8,756
		Total Program Cost = 374,165.32			Total Program Cost = \$432,632.32		
Notes		➤ Premium costs include Taxes/Fees and TRIA coverage			➤ Property schedule is up \$20.2M (i.e. 23%). This is driving the majority of the property premium increase ➤ Inland Marine schedule is up \$1.1M ➤ 20 vehicles added to auto schedule. These are new vehicles that are greater in value than most vehicles currently on auto schedule. This is driving the majority of the auto premium increase ➤ Premium costs include Taxes/Fees and TRIA coverage ➤ Cyber carrier's (BCS) minimum retention increased from \$5,000 to \$10,000		

RESOLUTION NO.: 306 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CONSERVATION ADVISORY COUNCIL AND
THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN
ARBOR DAY FOUNDATION TD GREEN SPACE PROGRAM GRANT IN THE
AMOUNT OF \$20,000.00 TO SUPPORT NEW TREE PLANTING
IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh Conservation Advisory Council has requested that the City of Newburgh authorize its application to the Arbor Day Foundation TD Green Space Grant program to support planting 36 new trees throughout the City of Newburgh during 2021; and

WHEREAS, the Arbor Day Foundation TD Green Space Grant program 2021 theme will prioritize communities disproportionately impacted by COVID-19; and

WHEREAS, such grant funding shall be in an amount not to exceed \$20,000.00 and requiring no match from the City and will also provide education and training for youths, renters and property owners in the importance of having a tree canopy in the midst of an Urban Heat Island; how, when and where to plant trees; tree maintenance; the relationship of racial justice and adequate access to natural spaces; and the effect of trees on the health of people.; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City of Newburgh Conservation Advisory Council and the City Manager be and they are hereby authorized to apply for and accept if awarded an Arbor Day Foundation TD Green Space Program grant in the amount of \$20,000.00 to support the planting of 36 trees throughout the City of Newburgh during 2021; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby further authorized to execute any documents in connection with such grant and to take all measures as may be appropriate and necessary to carry out such program.



City of Newburgh

GRANT APPLICATION FORM

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: "Re-Greening Newburgh."	NAME OF DEPARTMENT REQUESTING GRANT: Conservation Advisory Council	NAME OF DEPARTMENT HEAD/ SPONSOR AUTHORIZING GRANT: Genie Abrams
NAME OF GRANT/NAME OF AWARDING AGENCY: TD Green Space Grants "Building Resilience: Green Infrastructure Solutions for Communities Disproportionately Impacted by COVID -19"	GRANT SUBMITTAL DATE: Dec 18, 2020	AMOUNT OF AWARD: \$20,000 max
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: None	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: A letter from the City stating their approval of the project and CAC ownership of its execution.

PROJECT PLAN:

As is clear from the Tree Inventory section of the CAC webpage, the City of Newburgh is currently missing more than 3,800 trees that once graced our streets but have been lost due to disease, injuries, age and irresponsible development. This grant will plant 36 large shade trees, all in one year: 18 in the Spring and 18 in the Fall, in all four wards, with the help of our DPW, our CAC members themselves, and volunteers from the community. It will also provide education and training for youths, renters and property owners in: * the importance of having a tree canopy in the midst of an Urban Heat Island; * how, when and where to plant trees; * tree maintenance; * the relationship of racial justice and adequate access to natural spaces; and* the effect of trees on the health of people.

Key Stakeholders: CAC, Greater Newburgh Parks Conservancy, Outdoor Promise

Project Timeline: (ex. Dates) March - November 2021

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO: N/A, no match required

COMMENTS:



City of Newburgh

GRANT APPLICATION FORM

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO: N/A, none required

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

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

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL



City of Newburgh

GRANT APPLICATION FORM

→ **APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO**

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

—



ENGLISH

FRANÇAIS



TD Green Space Grant Information

TD Green Space Grants support green infrastructure development, tree planting, forestry stewardship, and community green space expansion as a way to advance environmental and economic benefits toward a low-carbon economy. Through the program, municipalities in the United States and Canada are eligible to receive \$20,000 (USD) – \$25,000 (CAD) grants in support of local forestry projects in areas of great need within a community.

The 2021 theme for the program is, *“Building Resilience: Green infrastructure solutions for communities disproportionately impacted by Covid-19.”*

TD Bank Group is supporting this program through its corporate citizenship platform, [The Ready Commitment](#), which aspires to help create a more inclusive and sustainable tomorrow.

To be eligible for a TD Green Space Grant, your project must take place within TD's footprint in the United States or Canada, with priority being given to projects in areas that primarily serve low- to moderate-income residents or take place in underserved communities. A list of eligible states and provinces can be found within the [Eligibility Requirements](#).

This is a reimbursement grant — funds will be provided upon completion of your project and a final report. No more than 50% of the proposed funding may be used to purchase new trees.

For communities applying within the U.S., preference will be given to currently recognized [Tree City USA communities](#) or those interested in becoming a Tree City USA community over the next calendar year.

Questions? Contact the grants administrator at TDGreenSpaceGrants@arborday.org.

Evaluation Process

TD Green Space Grant applications will be reviewed and evaluated by representatives from the Arbor Day Foundation and TD based on the following criteria:



INNOVATION

Demonstrates an understanding of the purpose of the TD Green Space Grant program, which is also evident in how the program seeking funding promotes innovative practices and tools in community urban forestry and green space management. Special consideration will be given to those projects that address the current year's program theme, *"Building Resilience: Green infrastructure solutions for communities disproportionately impacted by Covid-19."*



PARTNERSHIP AND COMMUNITY INVOLVEMENT

Demonstrates ability to involve the community, corporate sector, other nonprofit organizations and volunteers in the program. Projects that exemplify these criteria would include community or school engagement events like educational fairs, public trainings, art projects, hands-on learning experiences, etc. Projects are also encouraged to engage diverse communities.



TECHNICAL TRAINING/EXPERTISE

The municipality, together with local partners, is committed to the training and continuing education of community staff and volunteers through workshops, accreditation, conferences, etc. Expertise is also present or can be sought to guide the municipality in its efforts.



MEDIA OUTREACH AND SIGNAGE

A commitment to publicize the program, the Arbor Day Foundation, and TD through a community engagement event.



PROJECT MAINTENANCE

A maintenance plan is in place to ensure survivability of new trees.



PROGRAM EVALUATION

Ability to provide key metrics around green space and canopy acres expanded, while also tracking and producing priority reporting concerning trees planted, Greenhouse Gas (GHG) reduction, and additional ecosystem services created through funded programs and projects.



FISCAL RESPONSIBILITY

Proposed project budget shows organization's fiscal responsibility and integrity with regards to financial stewardship.

RESOLUTION NO.: 307 - 2020

OF

DECEMBER 14, 2020

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN EXTENSION UNTIL JUNE 30, 2021 TO THE AGREEMENT OF LEASE WITH
RIVERSIDE NEWBURGH REALTY, LLC
FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS
SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING
PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS**

WHEREAS, the City of Newburgh ("City") and Memorare Realty Holding Corp. ("Memorare") executed a Lease on July 30, 2004 for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No. 142-2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No. 169-2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75-2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized an extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to RBG of Newburgh, LLC ("RBG"), and by Resolution No. 10-2017 of January 10, 2017, the City Council authorized a New Agreement of Lease ("New Lease") with RBG for the period February 1, 2017 through December 31, 2018; and

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC ("Riverside"), and by Resolution No. 372-2018 of December 10, 2018, the City council authorized and extension of the New Lease through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020; and

WHEREAS, the City and Riverside agree that due to the Coronavirus pandemic it is necessary to enter into a six (6) month extension of the Second New Lease for the period January 1, 2021 through June 30, 2021 to provide additional time to adequately evaluate renewal options; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute an Addendum to the Second New Agreement of Lease providing for a six (6) month extension a term beginning on January 1, 2021 through June 30, 2021 with Riverside Newburgh Realty, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

ADDENDUM TO AGREEMENT OF LEASE

THIS ADDENDUM TO AGREEMENT OF LEASE ("Addendum"), made as of this ____ day of December, 2020, by and between Riverside Newburgh Realty, LLC., a New York limited liability corporation, having an address of P.O. Box 8, Newburgh, New York 12551, ("Riverside"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City").

WITNESSETH:

WHEREAS, Riverside and the City executed an Agreement of Lease dated June 21, 2019 for a term commencing on July 1, 2019 and terminating on December 31, 2020 (the "Lease Agreement"), covering certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, Tax Map Nos.: Section 31, Block 5, Lot 13.2 and; Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, in the County of Orange and State of New York (the "Property"); and

WHEREAS, the Lease Agreement will expire on December 31, 2020 and the City desires to continue to lease from Riverside the Property for use in connection with parking to be used for ferry service between the Cities of Newburgh and Beacon and uses associated therewith (the "Project") and Riverside desires to lease to City the Property therefor and the parties agree that it is necessary to extend the term of the Lease Agreement for the period January 1, 2021 through June 30, 2021:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term set forth in Paragraph 1.3 of the Lease Agreement shall be extended for an additional term commencing on January 1, 2021 and terminating on June 30, 2021 ("Extension Term").
2. The Renewal Options set forth in Paragraphs 5.1 and 5.2 of the Lease Agreement are amended as follows:
 - a. No later than two (2) months prior to the expiration of the Extension Term, unless the Lease is sooner terminated, each party shall have the right to notify the other of its intention to terminate the Lease Agreement, or to seek a renewal thereof.
 - b. Upon the mutual agreement of the parties, the Lease may be renewed for two (2) additional terms: The first renewed term commencing on July 1, 2021 and expiring on December 31, 2022 and the second renewed term commencing on January 1, 2023 and expiring on December 31, 2024; provided, however, if the first renewal term is not agreed upon by the parties, there shall be no option to renew for the second renewal term.
3. For the balance of the Extension Term, rent shall be payable monthly in advance in equal monthly installments of Twenty-One Thousand Nine Hundred Sixteen (\$21,916) Dollars, provided however that City shall have the right to terminate this lease if the City has not received reimbursement from state sources, including but not limited to the Metropolitan Transportation Authority, Metro-North Railroad and/or The New York State Department

of Transportation, of the full amount of the rent under the Lease Agreement, and in no event shall City's obligation to pay rent to Riverside exceed City's reimbursement from other sources.

4. All other terms and conditions set forth in the Lease Agreement shall remain in full force and effect during the Renewal Term.

IN WITNESS WHEREOF, Riverside, as Landlord, and the City, as Tenant have duly executed this Lease Addendum in duplicate as of the day and year first above written.

RIVERSIDE NEWBURGH REALTY, LLC Landlord

CITY OF NEWBURGH, Tenant

By: _____
William Kaplan, Manager

By: _____
Joseph P. Donat
City Manager
Per Res. No

By: _____
Joseph A. Bonura, Sr., Manager

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COUNTY OF ORANGE)

COUNTY OF ORANGE)

COUNTY OF ORANGE)

RESOLUTION NO.: 308 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A SIXTH MEMORANDUM OF UNDERSTANDING WITH
METRO-NORTH COMMUTER RAILROAD COMPANY TO PROVIDE
REIMBURSEMENT OF PARKING LOT LEASE PAYMENTS RELATED TO
THE NEWBURGH-BEACON FERRY SERVICE**

WHEREAS, the City of Newburgh and Metro-North Commuter Railroad (“MNR”) entered into an Agreement, dated August 16, 2004 (the “Agreement”), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by MNR or its contractor between the City of Beacon and the City of Newburgh; and

WHEREAS, in compliance with the terms of the Agreement, the City entered into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the ferry service, beginning July 30, 2014, and superseded by a First Amended Lease, effective April 21, 2010 and extended through December 31, 2015, (the “Amended Lease”); and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015, and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC (“RBG”), and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease with RBG for the period February 1, 2017 through December 31, 2018 (the “New Lease”); and

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC (“Riverside”), and by Resolution No. 372-2018 of December 10, 2018, the City authorized an extension of the New Lease for the period January 1, 2019 through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020 (the “Second New Lease”); and

WHEREAS, by Resolution No. 111-2015 of May 11, 2015, Resolution No. 11-2017 of January 9, 2017, Resolution No. 373-2018 of December 10, 2018, and Resolution No. 146-2019 of June 10, 2019, the City Council authorized a Second, Third, Fourth, and Fifth Memorandum of Understanding with MNR to provide reimbursement to the City of Newburgh for payments

made under the First Amended Lease, New Lease, and Second New Lease for the purpose of providing parking for users of the Newburgh-Beacon Ferry; and

WHEREAS, due to the Coronavirus pandemic it is necessary to enter into a six (6) month extension of the Second New Lease for the period January 1, 2021 through June 30, 2021 (the "Second New Lease Extension") to provide additional time to adequately evaluate renewal options; and

WHEREAS, the City and MNR wish to work cooperatively to ensure the continuation of the ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease Extension with Riverside consistent with the term of the Second New Lease extension; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute a Sixth Memorandum of Understanding coterminous with the period of the extension of the Second New Agreement of Lease, with such other terms and conditions as may be recommended by the Corporation Counsel, for Metro-North Commuter Railroad to provide reimbursement to the City of Newburgh for payments made under the Second New Lease Extension with Riverside Newburgh Realty, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry.

SIXTH MEMORANDUM OF UNDERSTANDING

SIXTH MEMORANDUM OF UNDERSTANDING (“SIXTH MOU”) dated _____, 2020, by and between Metro-North Commuter Railroad Company (“Metro-North”), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority (“MTA”), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh (“City”), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the “Parties”).

WHEREAS, the Parties entered into an Agreement dated August 16, 2004 (the “Agreement”), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by Metro-North or its contractor between the City of Beacon and the City of Newburgh (“Ferry Service”); and

WHEREAS, the Agreement states that the City will enter into a lease with the owner of certain premises (“Premises”) to provide a docking facility and 250 space parking lot for the Ferry Service (the “Lease”), and the City did enter into such Lease, beginning July 30, 2004 and superseded by a First Amended Lease effective April 21, 2010 and extended through December 31, 2015 (the “Amended Lease”); and

WHEREAS, the City and the New York State Department of Transportation (“NYSDOT”) had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the Lease, but this contract expired; and

WHEREAS, the City had represented that it lacked funds to make the rent payments under the Amended Lease for the period from May 2015 through December 2015 (“May-December Period”) and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the May-December Period; and

WHEREAS, NYSDOT had indicated to the City that it will reimburse the City for the rent payments under the Amended Lease up to and including April 2015, and thereafter had committed to provide Congestion Mitigation and Air Quality (“CMAQ”) funds to Metro-North, which could be used to reimburse Metro-North for assistance payments made to the City by Metro-North to fund the Amended Lease; and

WHEREAS, the City and Metro-North had entered into a Memorandum of Understanding dated May 26, 2015 (“MOU”) whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the May-December Period at the rate of \$21,278 per month; and

WHEREAS, the Amended Lease was further extended for the period January 1, 2016 through January 31, 2017 at the same rate of \$21,278 per month (“January 1, 2016 – January 31, 2017 Period”); and

WHEREAS, the City had represented that it lacked the funds to make the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period; and

WHEREAS, the City and Metro-North entered into a Second Memorandum of Understanding dated January 26, 2016 (“Second MOU”) whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the January 1, 2016 – January 31, 2017 Period at the rate of \$21,278 per month; and

WHEREAS, the City entered into a new lease with the new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (the “New Lease”) for a term beginning February 1, 2017 and continuing until December 31, 2018 with rent payments of \$21,278 per month (“February 1, 2017 – December 31, 2018 Period”) and requested that Metro-North reimburse the City for the rent payments under the New Lease for the February 1, 2017 – December 31, 2018 Period; and

WHEREAS, the City and Metro-North entered into a Third Memorandum of Understanding dated January 31, 2017 (“Third MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease for the February 1, 2017 – December 31, 2018 Period at the rate of \$21,278 per month; and

WHEREAS, the New Lease was extended for the period January 1, 2019 through June 30, 2019 (“New Lease Extension”) at the same rate of \$21,278 per month (“January 1, 2019 – June 30, 2019 Period”) and the City requested that Metro-North reimburse the City for the rent payments under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, the City and Metro-North entered into a Fourth Memorandum of Understanding dated February 14, 2019 (“Fourth MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period at the same rate of \$21,278 per month; and

WHEREAS, the City entered into a second new lease with a second new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (“Second New Lease”) for a term beginning on July 1, 2019 and continuing until December 31, 2020 with rent payments of \$21,916 per month (“July 1, 2019 – December 31, 2020 Period”) and requested that Metro-North reimburse the City for the rent payments under the Second New Lease for the July 1, 2019 – December 31, 2020 Period; and

WHEREAS, the City and Metro-North entered into a Fifth Memorandum of Understanding dated July 30, 2019 (“Fifth MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease for the July 1, 2019 – December 31, 2020 Period at the same rate of \$21,916 per month; and

WHEREAS, the Second New Lease was extended for the period January 1, 2021 through June 30, 2021 (“Second New Lease Extension”) at the same rate of \$21,916 per month (“January 1, 2021 – June 30, 2021 Period”); and

WHEREAS, the City continues to maintain that it lacks funds to make the rent payments under the Second New Lease Extension for the January 1, 2021 – June 30, 2021 Period; and

WHEREAS, unless the rent payments under the Second New Lease Extension are made to the landlord for the January 1, 2021 – June 30, 2021 Period, the Ferry Service is in danger of being discontinued; and

WHEREAS, the Ferry Service is important to the City as well as being an important part of Metro-North’s provision of commuter service to its ridership, especially for commuters from Orange and Dutchess Counties; and

WHEREAS, the Parties desire to prevent the discontinuance of the Ferry Service.

NOW THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties agree as follows:

1. Supplement. Unless otherwise stated herein, this Sixth MOU supplements the terms set forth in the Agreement, the MOU, the Second MOU, the Third MOU, the Fourth MOU and the Fifth MOU.

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the Second New Lease Extension for the January 1, 2021 – June 30, 2021 Period only, at the rate of \$21,916 per month, which continues the one-time increase of 3% and the first rent increase since 2013. For the January 1, 2021 – June 30, 2021 Period, the City will make timely monthly rent payments to the lessor under the Second New Lease Extension. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City’s invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the Second New Lease Extension.

3. During the January 1, 2021 – June 30, 2021 Period, the City agrees to comply with all terms under the Second New Lease Extension, not to terminate the Second New Lease Extension and not cause the landlord to terminate the Second New Lease Extension. If the City or the landlord terminates or cancels the Second New Lease Extension, then this Sixth MOU shall automatically terminate at the same time as the termination or cancellation of the Second New Lease Extension. Upon termination or cancellation of the Second New Lease Extension, Metro-North shall have no further obligations under this Sixth MOU and Metro-North shall have the right to discontinue the Ferry Service.

4. Metro-North is not required to reimburse the City for any late fees, interest or other charges under the Second New Lease Extension.

5. This Sixth MOU does not create any obligations for Metro-North in connection with the Second New Lease Extension, or create any landlord-tenant relationship between the Parties.

6. The Parties agree to diligently work together in a cooperative and time sensitive manner to identify and make available alternative locations for the Ferry Service, docking facility and parking facility suitable to the needs of each party, and to cooperatively work together to identify other sources of funding for the Ferry Service, docking facility and parking facility.

7. Assignment: Neither party shall assign, transfer or delegate any of its rights or obligations under this Sixth MOU without the written consent of the other party, provided that Metro-North may so assign, transfer or delegate to the MTA any such right or obligation upon written notice to the City.

8. Personal Liability: No officer, director, member or employee of either of the parties hereto shall be liable personally or be sued individually for damages under or by reason of this Sixth MOU.

9. Notices: (a) Any notice, request, approval, demand or other communication under this Sixth MOU shall be in writing and given by (i) hand delivery, (ii) mailing the same by registered or certified mail, return receipt requested, (iii) reputable overnight courier service, or (iv) email transmission with an original sent by any manner above described, addressed in each case as follows:

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
Email: _____

If to the City:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager
Email: jdonat@cityofnewburgh-ny.gov

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

Attn: Corporation Counsel
Email: mkelson@cityofnewburgh-ny.gov

(b) Any party may by notice to the other change the addresses to which notice to such party or copies of such notices shall thereafter be sent. Notices shall be deemed to have been given (i) immediately upon acknowledgement of receipt when delivered by personal service on the person(s) designated to receive notice, (ii) on the fourth (4th) business day after the same shall have been deposited in the United States mails as aforesaid, (iii) on the next business day after the same shall have been sent by overnight courier service and (iv) upon receipt of the email; provided that no notice shall be deemed to have been given until a copy thereof has been given to each person entitled thereto as set forth above.

10. No Third-Party Rights. No provision of this Sixth MOU shall create or give to third-parties any claim or right of action against the Parties hereto.

11. Board Approval Necessary. This Sixth MOU will only become effective upon approval of the Boards of the respective parties.

12. Miscellaneous:

a) This Sixth MOU contains the entire agreement of the Parties respecting the subject matter hereof.

b) This Sixth MOU may be amended, modified or supplemented only by an instrument in writing signed by the Parties hereto.

c) The headings of the various paragraphs, exhibits and attachments of this Sixth MOU are for the convenience of reference only and do not in any way define or limit the scope of intent of any provision hereof.

d) If any provision of this Sixth MOU is to any extent invalid or unenforceable, the remainder of this Sixth MOU, and the application of such provision to matters as to which it is not invalid or unenforceable, shall not be affected thereby.

e) This Sixth MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f) This Sixth MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) This Sixth MOU shall be governed by and construed in accordance with the laws of the State of New York.

h) Either party may terminate this Sixth MOU upon sixty (60) days written notice, provided that any obligations incurred by either party prior to the termination date, shall survive such termination.

IN WITNESS WHEREOF, Metro-North and the City have caused this Sixth Memorandum of Understanding to be duly executed as of the date first above written.

METRO-NORTH COMMUTER RAILROAD COMPANY

BY:

CITY OF NEWBURGH

BY: Joseph P. Donat, City Manager
Per Resolution No.

RESOLUTION NO.: 309 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH MESH REALTY GROUP, INC.
FOR RESIDENTIAL PROPERTY MANAGEMENT SERVICES**

WHEREAS, on October 21, 2020 the City of Newburgh issued a Request for Qualifications for Property Management Services; and

WHEREAS, a total of one (1) proposal was duly received and opened on November 20, 2020; and

WHEREAS, the proposal was been reviewed by the necessary and appropriate staff; and

WHEREAS, upon such review of the submitted proposal, staff determined that Mesh Realty Group, Inc. provided a proposal that was consistent with the needs of the City, has a firm understanding of the local rental market, met minimum property management qualifications, and proposed a reasonable fee structure for its services; and

WHEREAS, this Council has reviewed the attached proposal and has determined that entering into a contract for property management services with Mesh Realty Group, Inc. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with Mesh Realty Group, Inc., upon terms and conditions to be approved by the Corporation Counsel, for property management services.

PROPERTY MANAGEMENT AGREEMENT

This property management agreement ("Agreement"), made the ____ day of _____, _____ between the **City of Newburgh**, with an address of 83 Broadway, Newburgh, New York 12550 (hereafter "City" or "Owner") and **Mesh Realty Group, Inc.**, with an address of 77-79 Broadway, Newburgh, New York 12550 (hereafter "Agent"), pursuant to the following terms and conditions, as follows:

A. Appointment and Acceptance

1. Owner appoints Agent for the management of the properties listed and described more fully in **Schedule A** of this Agreement ("Properties") for services more fully set forth in Section C, below. Agent accepts the appointment, subject to the terms and conditions set forth in this Agreement.
2. Owner may add or delete Properties in Schedule A in its sole discretion upon due notice to Agent. Agent agrees to provide services as forth in this Agreement for all Properties listed in Schedule A, including Schedule A as amended from time-to-time.

B. Term and Termination

1. This Agreement shall be in force for a period of one (1) year from the date of this Agreement. This Agreement may continue thereafter until terminated by either the Owner or the Agent, effective the last day of any month, by written notice to the other party no sooner than thirty (30) days prior to said date. This Agreement shall also be subject to termination upon any of the conditions identified in Section L.

C. Services of Agent

1. Agent represents:
 - i. It is experienced in professional management of residential property in the City of Newburgh.
 - ii. It is legally authorized to do business and manage property in the State of New York.
 - iii. It will manage the Properties in accordance with the highest professional standards for such property.
 - iv. It will confer fully and regularly with the Owner in the performance of its duties and to continue to remain informed regarding the property.

2. Agent shall:

- i. Inspect each of the Properties as soon as practicable after the date of the Agreement and provide a report to the City about any major repairs that must be performed to the structure, systems, or fixtures to the Properties.
- ii. To the best of its ability, maintain and repair the Properties in accordance with the applicable state and local health and building codes.
- iii. Make regular visits to the each property listed in Schedule A. Perform exterior inspections at least on a monthly basis.
- iv. Recommend reasonable, market-rate rent amounts for each of the Properties to the City.
- v. Collect rents on a monthly basis for the Properties.
- vi. Collect contact information from any person(s) occupying each of the Properties, including but not limited to name, mailing address, phone number, and e-mail address, and maintain a list of such occupants for the City.
- vii. Obtain and retain copies of keys for each property.
- viii. Perform necessary repairs and maintenance to buildings.
- ix. Obtain building permits for repairs (if required).
- x. Post notices at the building notifying tenants of planned events such as maintenance or construction projects.
- xi. Perform emergency repairs to up an agreed-upon amount (an amount to be determined or proposed).
- xii. Subject to Owner's prior written approval, contract with qualified independent contractors for the maintenance and repair of major mechanical systems, and for the performance of extraordinary repairs beyond the capability of regular maintenance personnel.
- xiii. Provide Owner with any and all identities of suppliers of material and/or services, or vendors, if said suppliers are independent contractors not in Agent's employ.
- xiv. Manage vendors, such as for lawn and landscaping maintenance, snow and ice removal, and other general maintenance items, or self-perform.
- xv. Pay vendors, utility bills and any other obligations.

- xvi. Provide a 24-hour phone service for emergency issues, and notify the City of Newburgh of any emergencies within one (1) business day.
- xvii. Contact tenants when entry into the building is requested by the City of Newburgh or if walk-through tours are requested by the City of Newburgh.
- xviii. Manage any Release of Liability (“hold harmless”) forms for occupants of the building, or guests or invitees of occupants of the building.
- xix. Respond to tenant requests.
- xx. Maintain general liability insurance that lists the “City of Newburgh” as the insured party.
- xxi. Keep books and records in accordance with Section F, below.

D. Agent Compensation

1. The compensation for which the Agent shall be entitled to receive for services performed under this Agreement shall be a fee in the amount equivalent to five percent (5%) of actual rents collected.
2. In addition to the compensation listed in Section D(1), any minor repair or maintenance work (e.g. lawn cutting, snow removal, clean-outs) performed by the Agent’s employees under this Agreement work shall be billed at a rate of \$37.00 per hour.

E. Remittance of Funds

1. Agent shall deposit immediately upon receipt all rents and other funds collected from the operation of this Agreement, into a bank account approved by Owner. Said bank account shall also act as an Operating Account for purposes of making disbursements and paying expenses.
2. Agent will secure and credit to Owner all discounts, rebates and commissions obtainable with respect to purchases, services, contracts and all other transactions on Owner's behalf.

F. Purchasing Authority

1. Except as otherwise provided in this Section, Agent is authorized to purchase, at Owner’s expense, all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair for each of the Properties in an amount not to exceed \$500 per property.
2. Agent shall obtain prior written approval of City for any materials, equipment, tools, appliances, supplies or services that exceeds \$500 per property.

G. Management Authority

1. From rental proceeds, agent shall:
 - i. Pay Agent compensation as defined in Section D;
 - ii. Pay all utility and customary bills;
 - iii. Purchase supplies, subject to the limitations in Section F;
2. Agent shall advise Owner of repairs costing greater than \$500.00. Such repairs shall first be offered to the Department of Public Works ("DPW") to perform on behalf of Owner. If the DPW is unavailable to perform such repairs, Agent shall coordinate the contracting of a third-party company to perform the repairs.
3. Prior to engaging any independent contractors, Agent shall provide the name, address, phone number, and e-mail address of said contracting company, and/or the name of the principal of said company.
4. Subject to the limitations in this Agreement, Agent shall engage independent contractors for performance of its duties. Agent shall have the responsibility for supervision and final work product of the performance of such duties.
5. City reserves the right to reject Agent's choice of independent contractor for any reason and for any purpose. In this event, Agent shall be responsible for soliciting and selecting an alternative independent contractor to perform the duties herein.
6. Agent's authority is expressly limited to the provisions contained herein. Owner expressly withholds from Agent any power or authority to make any structural changes or other major alterations or additions without the prior written consent of Owner.

H. Books and Recordkeeping

1. Agent shall establish and maintain a system of records, books, and accounts for Owner's benefit and subject to examination by Owner, including at least the following:
 - i. Statement of rental income and expenses for the preceding month and year-to-date by property address and in summary form.
 - ii. Itemized list of all delinquent rents as of the 10th day of such month.
 - iii. Summary of any unusual or emergency actions taken or responded to.
 - iv. Summary of any outstanding maintenance requests.

2. Agent shall provide Owner with the information listed in Section F(1) on a monthly basis and at other times upon request of the Owner.
3. Owner's reserves the right to conduct or to appoint others to conduct examinations, at Owner's expense, without notification, of the books and records maintained for Owner by Agent and to perform any and all additional audit tests relating to Agent's activities hereunder.
4. When Owner's employees or appointees discover either weaknesses in internal control or errors in record keeping, Agent shall correct such discrepancies either upon discovery or within a reasonable period of time. Agent shall inform Owner in writing of the action taken to correct such audit discrepancies.

I. Compliance

1. Agent shall comply fully with all federal, state, county, and City laws, ordinances, rules, regulations, and orders relative to the subject matter of this Agreement.

J. Insurance

1. Except as expressly provided to the contrary, the obligations and duties of Agent under this Agreement shall be performed as agent of Owner, but Agent shall be liable for breaches of this Agreement and for damages and costs (including reasonable attorney fees) resulting from Agent's negligence or misconduct.
2. Agent shall obtain and keep in force such forms and amount of insurance as required by Owner, with an insurance company satisfactory to Owner. Such insurance shall include but is not limited to Commercial General Liability, as follows:
 - i. \$2,000,000 for each occurrence
 - ii. \$50,000 for damage to rented premises for each occurrence
 - iii. \$2,000,000 for personal injury
 - iv. \$4,000,000 for general aggregate

Owner shall be named as an additional insured for all insurances maintained with respect to this Agreement.

3. Agent shall provide a copy of such insurance policies to Owner upon request.
4. Agent shall investigate and promptly furnish to Owner full written reports of all accidents, claims, and potential claims for damages relating to the Project, and shall cooperate fully with Owner's insurers, regardless of whether the insurance was arranged by Agent or others.

5. Agent shall require that all subcontractors working on the Project maintain, at the subcontractor's expense, workers' compensation insurance, in such amounts as may be required by law from time to time.

K. Indemnification

1. To the extent permitted by law, Agent agrees to defend, indemnify and save harmless Owner from and against all claims, investigations, and suits with respect to (i) any alleged or actual violation of federal or state law pertaining to the subject matter of this Agreement, it being expressly agreed and understood that as between Owner and Agent, all persons employed in connection with this Agreement are employees of Agent, not Owner; or (ii) Agent's breach of this Agreement or its negligence or misconduct.
2. The indemnity obligations contained in this Agreement shall survive the termination of this Agreement.

L. Termination

1. In addition to the terms contained in Section B, above, this Agreement shall terminate upon the occurrence of any of the following circumstances, which shall be considered a default:
 - i. The filing of a voluntary petition of bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by either Owner or Agent;
 - ii. The consent to an involuntary petition in bankruptcy or the failure by either Owner or Agent to vacate within 90 days from the date of entry of any order approving an involuntary petition;
 - iii. The entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating either Owner or Agent a bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment, or decree shall continue unstayed and in effect for a period of 120 consecutive days; or
 - iv. The failure of Agent to perform, keep, or fulfill any of its duties or to comply with the covenants, undertakings, obligations, or conditions set forth in this Agreement, as determined in the sole discretion of the Owner.
2. Within five days after the termination of this Agreement, Agent shall close all accounts and pay the balances subject to this Agreement to Owner. Within 30 days after the termination of this Agreement, Agent shall submit to Owner all books, records, and/or as set forth in Section H, above.

M. Cooperation

1. If any claims, demands, suits, or other legal proceedings that arise out of any of the matters relating to this Agreement be made or instituted by any person against either Owner or Agent, Owner or Agent shall give to each other all pertinent information and reasonable assistance in the defense or other disposition thereof, at its sole expense.

N. Notices

1. All notices, demands, consents, and reports provided for in this Agreement shall be given in writing and shall be deemed received by the addressee on the third day after mailing if mailed by United States certified or registered mail, postage prepaid, or on the day delivered if personally delivered at the following addresses:

To the City:

City of Newburgh
attn.: Department of Planning and Development
123 Grand Street
Newburgh, New York 12550

with a copy to:

City of Newburgh
attn.: City Clerk
83 Broadway
Newburgh, New York 12550

To the Agent

Mesh Realty Group, Inc.
77-79 Broadway
Newburgh, New York 12550

2. These addresses may be changed by one party giving written notice of such change to the other party.

O. Miscellaneous

1. Entire Agreement. This Agreement constitutes the entire Agreement between Agent and Owner, and no amendment, alteration, modification, or addition to this Agreement shall be valid or enforceable unless expressed in writing and signed by the parties hereto and unless such amendment, alteration, modification, or addition has been consented to in writing.

2. **Waiver.** The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed as waiver of such terms and conditions on any future occasion.
3. **Illegality.** If any provision of this Agreement shall prove to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
4. **Relationship.** Nothing contained in this Agreement shall be construed to create a relationship of employer and employee between Owner and Agent, it being the intent of the parties hereto that the relationship created hereby is that of an independent contractor. Nothing contained herein shall be deemed to constitute the Owner and Agent relationship as a partnership or joint venture.
5. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.
6. **Enforceability.** The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof. Owner's remedies under this Agreement are cumulative, and the exercise of one remedy shall not be deemed an election of remedies nor foreclose the exercise of Owner's other remedies. No waiver by Owner of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach. Owner or Agent may apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any violations of this Agreement, or for such other relief as may be appropriate, since the injury arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.
7. **Attorney Fees.** If any judicial remedy is necessary to enforce or interpret any provision of this Agreement, neither party shall be entitled to attorney fees, costs and other expenses.
8. **Successors and Assigns.** This Agreement shall inure to the benefit of and constitute a binding obligation upon Owner and Agent and their respective successors and assigns; provided, however, that Agent shall not assign this Agreement or any of its duties hereunder, without the prior written consent of Owner. In the event Owner's current Managing General Partner or any successor Managing General Partner of Owner is removed, any successor Managing General Partner selected shall have authority to act hereunder on behalf of Owner.
9. **Exhibits.** All Exhibits are incorporated by reference into this Agreement.

10. No Third-Party Beneficiaries. Nothing in this Agreement is intended to benefit any person or entity other than Owner or Agent, and this Agreement shall not be construed to provide any other persons or entities with any rights or remedies against the parties. No one other than Owner or Agent shall be entitled to rely on the implementation or enforcement of any term of this Agreement.
11. Agent as Independent Contractor. Agent, in accordance with its status as an independent contractor, covenants and agrees that it will conduct neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City.
12. Non-Discrimination. Agent agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. Agent will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Agent agrees that it will not, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any person 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 Agreement.
13. No Benefit. Agent warrants that no officer or employee of the City has received, or shall receive, compensation from the Agent for work performed in the execution of this Agreement.

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[Signature Page to Follow]

Signature Page
Agreement for Property Management Services
City of Newburgh with Mesh Realty Group, Inc.

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

DATED: _____, 2020

CITY OF NEWBURGH

By: _____

Name: Joseph P. Donat

Title: City Manager

DATED: _____, 2020

MESH REALTY GROUP, INC.

By: _____

Name: Rick Milton

Title: Vice President

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[Schedule A to Follow]

Schedule A
List of Properties (all located in City of Newburgh, New York)

1.

DRAFT



REQUEST FOR QUALIFICATIONS (RFQ 14.20) FOR PROPERTY MANAGEMENT SERVICES FOR THE CITY OF NEWBURGH, NY

Released: Wednesday, October 21, 2020
Due: Friday, November 13, 2020

Purpose

The City of Newburgh has a portfolio of properties acquired under the provisions of the New York State Real Property Tax Law (RPTL). The City of Newburgh seeks a Property Manager to provide professional property management services for select, occupied City-owned properties.

Qualifications

The Property Manager should have a minimum five years' experience in all aspects of property management, with an emphasis in managing properties in the City of Newburgh.

Scope of Work

The scope of work to be undertaken by the Property Manager, under the direction of the City of Newburgh's Department of Planning and Development, includes but is not limited to the following services:

- Act as a liaison between the City of Newburgh and occupants of the properties.
- Establish market-justified dollar amounts for monthly rents for each property, in consultation with the City's Department of Planning and Development.
- Prepare and complete leases and other required documents as directed by the City's Department of Planning and Development.

- Make arrangements for monthly collection and submission of rents to the City of Newburgh.
- Maintain a current tenant list containing - at a minimum - names of occupants, contact telephone numbers and email address.
- Obtain copies of keys for each property.
- Arrange access to each property for inspections by City of Newburgh staff as soon as possible after the City acquires ownership.
- Manage vendors, such as for lawn and landscaping maintenance, snow and ice removal, and other general maintenance items, or self-perform.
- Pay vendors, utility bills and any other obligations.
- Make regular visits to the site. Perform exterior inspections at least on a monthly basis.
- Provide the City's Department of Planning and Development with monthly operating reports (income and expense statements).
- Perform necessary repairs and maintenance if building has deficiencies, requesting approval if repairs exceed an agreed-upon threshold amount (an amount to be determined or proposed).
- Perform emergency repairs to up an agreed-upon amount (an amount to be determined or proposed).
- Get proposals/quotes from professional/licensed subcontractors (if necessary).
- Obtain building permits for repairs (if required).
- Provide construction management and inspection services (if requested).
- Post notices at the building notifying tenants of planned events such as maintenance or construction projects.
- Provide a 24-hour phone service for emergency issues, and notify the City of Newburgh of any emergencies within one (1) business day
- Contact tenants when entry into the building is requested by the City of Newburgh or if walk-through tours are requested by the City of Newburgh.
- Manage any Release of Liability ("hold harmless") forms for anyone entering the building.
- Respond to tenant requests.
- Maintain general liability insurance that lists the "City of Newburgh" as the insured party.
- Other duties as assigned.

Submission Material

All applicants should submit one original and four copies of the following:

- Resume of the Property Manager (the principal(s) of the firm), along with a listing of all key personnel involved with property management, including relevant experience, qualifications, roles and responsibilities.
- Provide an overview of the experience and qualifications of the Property Management Firm, and describe its property management services.
- List of all properties currently managed in the City of Newburgh. Managed properties should not have any outstanding building code violations or have a significant history of building code violations. Managed properties should have rental licenses issued by the City of Newburgh Code Compliance Department.
- List of all properties in the City of Newburgh owned by the Property Manager – as an individual, partner or as a principal/officer in a corporate entity. Any properties owned by the property manager should be current on all municipal obligations (taxes, water and sanitation), should not have an Installment Payment Agreement (IPA) in place, and should not have any outstanding building code violations or have a significant history of building code violations. Any vacant properties owned by the Property Manager should be registered on the Vacant Building Registry (VBR) maintained by the City of Newburgh Code Compliance Department. Any rental properties owned by the Property Manager should have a current rental license issued by the City of Newburgh Code Compliance Department.
- Proposed fee and cost structure for the management of the select City-owned properties based on the Scope of Work.
- Three (3) client references (name, telephone number, email address).
- Disclose any potential conflicts of interest with any City of Newburgh elected official(s) or staff.

Evaluation Criteria

- Experience - Demonstrated experience of the Property Manager and key personnel in all aspects of property management, most particularly in property management experience in the City of Newburgh. (70%)
- Fee/Cost Structure: Competitiveness of fee/cost proposal. (20%)
- Office Location: Preference given to property manager who has a physical office within a 10-mile radius of the City of Newburgh. (10%)

Other Criteria

The relationship to the City of the successful respondent will be that of an independent contractor. As an independent contractor, the property manager or the property manager's employees will not claim to be an officer or employee of the City of Newburgh.

The Process

Responses to this RFQ will be evaluated by a selection committee comprised of City of Newburgh staff. The City of Newburgh reserves the right to verify the accuracy of all information submitted.

One or more applicants may be asked to meet with the selection committee in a formal interview process. However, selection may take place without such interviews. Therefore, applicants are urged to submit proposals as complete as possible on their initial submission. Applicants may be asked to submit additional information, if deemed warranted.

When the selection committee reaches a consensus, their recommendation – along with the terms and conditions of the arrangement - will be submitted to the City Council for approval. Once the Council approves the selected Property Manager, a written agreement must be signed by both the designated Property Manager and the City Manager. The Property Manager is expected to commence work as soon as the agreement is fully executed.

Submission of Proposals

An evaluation of the responses contained in the previous section will serve as a basis of selection of a Property Manager best suited to meet the City's needs. This may or may not be the Property Manager who offers the lowest fee or costs. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

The City of Newburgh may terminate the RFQ process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals received, to waive any submission requirements contained within this RFQ, and to waive any irregularities in any submitted response.

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

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

The City may issue addendums or answers to questions for this RFQ through the City of Newburgh's website (www.cityofnewburgh-ny.gov). It is the responsibility of the applicant to monitor and respond as requested.

All responses must be received by Friday, November 13, 2020 by the close of business (4:00 pm). Responses which do not meet this deadline will not be considered. **Faxed or electronic submissions will not be considered.** All responses – again, one original and four copies - must be submitted either by mail or in person to:

City of Newburgh,
Office of the Comptroller
City Hall
83 Broadway, 4th Floor
Newburgh, NY 12550

Please direct all questions regarding this RFQ in writing to the City of Newburgh's Department of Planning and Development Department at:
planning@cityofnewburgh-ny.gov

MESH REALTY GROUP, INC
77-79 Broadway
Newburgh, NY 12550
(845) 565-6999
Fax (945) 565-3307

November 12, 2020
City of Newburgh
83 Broadway
Newburgh, NY 12550

Mesh Realty Group, Inc. is hereby responding to the Request for Qualifications notice issued by the City of Newburgh (RFQ 14.20).

Mesh Realty is located on the corner of Grand and Broadway, directly east of City Hall. We have been managing and owning properties in Newburgh since 1985. The business is owned by Richard and Stacey Milton, both licensed Real Estate Brokers. Our colleague, Kathy Parisi, is a life-long resident of the City of Newburgh and a licensed Real Estate Salesperson. Kathy is also a licensed Notary Public. Our maintenance team is headed by Jim Pagan who has extensive experience in construction and exterior restoration. During our business history, we have managed distressed properties like the Foundry at Washington Park. When we began managing it, a majority of units had been sold to Gerry Sanchez and the buildings were mostly vacant, and dangerous. We worked with the owners to stabilize the property, make vast improvements, collect commons charges and pay bills. (1998 to 2007). We own the 17 luxury apartment building, known as the Van Cleft Building, at 79 Broadway. Our office has been located here since our company started in 1984. We also own the former Brewster Hook and Ladder Co. at 75 Broadway and the parking lot at 59-61 Broadway. We have worked with new projects such as The Yellow Bird Condominiums on the river, The Wheelman's Club and 36-38 Chambers St.. We have dealt with "scattered site" projects like the 16 residential units on Dubois Street, formerly owned by The National Development Council, and currently owned by Dubois Street Associates. We have also managed occupied units for the Newburgh Community Land Bank.

Mesh Realty Group, Inc. submitted our credentials to the City of Newburgh in January of 2013. Upon being awarded the contract, we began collecting rents, making repairs and restoring utility service. In the first year of management (Nine months of 2013) we were able to generate a net income to the City of \$25,500.00, where before the City properties had been an expense, not an income. This figure is after paying our management fee, Central Hudson, commons

charges and making necessary repairs to the properties, thereby reducing liability to the City. In year two (2014), the net income to the City was \$55,792.00. In the third year (2015) the income was \$110,000.00. In 2016 the net income to the City held at \$91,992.00. Year five (2017) the City began evicting hold over tenants and selling the properties, and the net income dropped.

Mesh Realty Group, Inc. understands, first hand, the need for quality living conditions in the City of Newburgh, and the impact that substandard housing can have on the positive growth of the community. We understand the stress that living in a foreclosed property can have on tenants and former owners. We are very responsive to the repair requests of our residents and are very efficient in collecting tenants' rent.

The way our company is set up, Rick Milton will be liaison with the Office of Planning and Development concerning rental status, code compliance and necessary repairs. Stacey Milton is an effective and expert expeditor. She will oversee and trouble-shoot the collection of rents, and co-ordinate with all business aspects. Kathy will back up both of us as well as process any leases, rent any vacancies, and process all monthly income and expense reports. Due to our lengthy tenure in this business, we have established strong and credible relationships with:

Section 8 and Pathstone

Orange County DSS

Newburgh Housing Authority

RECAP

Project Life

Center for Independent Living

Catholic Charities

Access Supports for Living

Mesh Realty Group has been active with the following local service providers:

Armory Board of Manager

Downing Park Planning Committee

Glen Hines Memorial Boys and Girls Club

Meals on Wheels - Driver and Board Member

Affordable Housing Conservancy

Jewish Community Center

Mesh Realty Group, Inc. will provide the following services for a monthly fee of five percent (5%) of the amount of rents collected. For that fee, Mesh Realty Group, Inc. will supply the following services:

Mesh Realty Group, Inc. is owned by licensed real estate brokers, which is a State of New York requirement, and agrees to keep said license current.

Will process leases and monthly rentals, and co-ordinate evictions with attorneys who are currently approved by the City of Newburgh. Additionally if a tenant is receiving rental assistance, we will coordinate with that agency to have rental payments made payable to the City of Newburgh.

Mesh will collect rents in the amounts communicated to them by the City of Newburgh. Mesh shall advise the City of any rents that they feel are lower or higher than the current market rates.

Mesh will deliver to the City, monthly income and expense reports for the properties under management. If desired, quarterly meetings with designated City personnel will be held. Meetings with City staff or City Council will be scheduled as required.

Mesh will act as the liaison between the City and tenants, and handle repair requests by the tenants in order to keep the properties compliant with health and safety regulations.

Mesh Realty will assure that properties with common area utility service are on and transferred to the City of Newburgh. Bills for utilities will be paid out of rental proceeds.

Repairs greater than five hundred dollars (\$500.00) shall require approval by a designated City employee.

Work performed by Mesh subcontractors will be billed out at a rate of \$37.00 per hour. **This work will be offered to the Department of Public Works, to be done at no charge to the City, and if performed by DPW, no fee will be charged by Mesh Realty Group, Inc.** In the event DPW is unable to perform the required work, or is otherwise engaged in other work matters, Mesh will do the required work at the above rate. In the event of major work to be done on a building, tenants will be advised in advance by Mesh, as to the extent of the work, and the scheduled commencement.

Mesh will use online advertising, and long standing relationships with service providers, to fill any vacant living units, as they become vacant, to maximize the income and cash flow.

Mesh will work with the City to determine the proper amount of rent to charge in each case. Mesh will maintain proper liability insurance in the amount required by the City of Newburgh.

Client References:

1. Jennifer Welles-Executive Director Newburgh Community Land bank
845-565-5360
jwelles@newburghcommunitylandbank.org
2. Marge Bell
845-542-2008
3. Paul Gottsegen
917-270-7547
prgottsegen@gmail.com

Personal References:

1. Keith Libolt-Affordable Housing Concepts
845-255-3853
keith@ahcllc.net,
2. Joseph Czajka-Senior VP Research and Development, Hudson Valley Patterns for Progress
jczajka@warwick.net
3. Mary Paden-Senior VP-Community Preservation Corp.
mpaden@communityp.com,
4. Eileen Clifford-Pathstone Corp.
845-569-0770 Ext:11
eclifford@pathstone.org

Properties Managed by Mesh Realty:

170 Montgomery St.

85 Henry Ave.

15 Lutheran St.

16 Lutheran St.

246 First St.

93 Carpenter Ave.

101 Carter St.

5 Bush Ave.

82 Carson Ave.

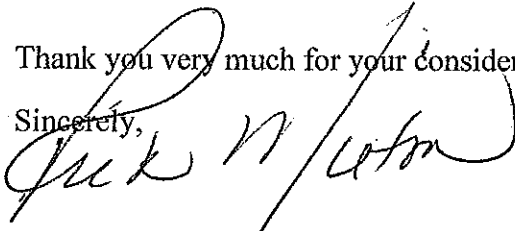
209 N. Miller St.

6, 20, 22, 40, 41, 43, 50, 87, 93, 93A, 104, 108 Dubois St.

184 Broadway

Thank you very much for your consideration.

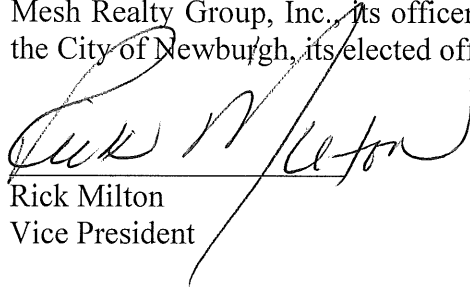
Sincerely,

A handwritten signature in black ink, appearing to read "Rick Milton". The signature is fluid and cursive, with a large initial "R" and "M".

Rick Milton, Vice President

MESH REALTY GROUP, INC.
77-79 Broadway
Newburgh, New York 12550
(845) 565-6999
Fax (845) 565-3307

Mesh Realty Group, Inc., its officers and employees have no potential conflicts of interest with the City of Newburgh, its elected officials or staff.



Rick Milton
Vice President

RESOLUTION NO.: 310 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION APPROVING A SALES TAX AGREEMENT EXTENSION
BETWEEN THE COUNTY OF ORANGE AND THE CITIES OF NEWBURGH,
MIDDLETOWN AND PORT JERVIS FOR 2021 THROUGH 2023**

WHEREAS, the County of Orange has imposed a Sales and Compensating Use Tax pursuant to the authority granted to the County by the State of New York; and

WHEREAS, Article 28 and 29 of the Tax Law of the State of New York authorize cities to impose their own Sales and Compensating Use Taxes, subject to certain priorities and preemptive rights set forth in the Tax Law of the State of New York; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2011 to February 29, 2016; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2016 to February 28, 2021;

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have now agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2021 to February 28, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager of the City of Newburgh is hereby authorized and directed to enter into and sign on behalf of the City of Newburgh the attached agreement for the distribution of the Orange County Sales and Compensating Use Tax for the period of March 1, 2021 to February 28, 2023 in the form agreed to by all the parties; and

BE IT FURTHER RESOLVED, that the City of Newburgh agrees not to preempt the County Sales and Compensating Use Tax during the term of the agreement.



Steven M. Neuhaus
County Executive

DEPARTMENT OF FINANCE
KARIN E. HABLOW, COMMISSIONER

255 Main St
Goshen, NY 10924

Phone: 845-291-2485
Fax: 845-378-2372

December 2, 2020

Mr. Joseph Donat
City Manager, City of Newburgh
83 Broadway
Newburgh, NY 12550
JDonat@cityofnewburgh-ny.gov

Hon. Joseph DeStefano
Mayor, City of Middletown
16 James Street
Middletown, NY 10940
jdestefano@middletown-ny.com

Hon. Kelly Decker
Mayor, City of Port Jervis
20 Hammond Street
Port Jervis, NY 12771
portjervis mayor@gmail.com

Dear Mayors and City Manager Donat:

The current sales tax agreement between the Cities and County expires at the end of February, 2021. Attached please find a copy of the sales tax extension agreement between the Cities extending the same for two years. 2020 census data is not yet finalized. Accordingly, the numbers herein continue to reflect 2010 census data.

The agreement continues the present sharing arrangement and reflects that if sales tax levels increase or decrease, local governments will share accordingly. I enclose a copy of the existing (signed) agreement as well. Should your finance personnel have any questions on this, please feel free to have them contact me. Likewise, should your Corporation Counsel have any questions they may contact the County Attorney at 845 291 3150.

Please take any necessary steps to authorize you or an appropriate signatory to sign this on behalf of your respective municipality and send two originals of the same to me. I will forward the fully executed agreement to the State Comptroller and County Department of Taxation and Finance.

Thank you.

Sincerely,

KARIN HABLOW
Commissioner of Finance

cc: Hon. Leigh J. Benton, Chairman Ways and Means
Committee, Orange County Legislature
Enc.: 2021-2023 agreement
Signed existing agreement

AGREEMENT

THIS AGREEMENT made this day of _____, 2021 BETWEEN

COUNTY OF ORANGE

AND

THE CITY OF NEWBURGH

AND

CITY OF MIDDLETOWN

AND

CITY OF PORT JERVIS

All being municipal corporations of the State of New York;

WITNESSETH:

WHEREAS, the COUNTY OF ORANGE has imposed a Sales and Compensating Use Tax, pursuant to the laws of the State of New York, and

WHEREAS, Article 29, of the Tax Law of the State of New York authorizes municipalities to impose certain taxes on retail sales and other similar transactions and compensating use taxes as therein specified, to be administered by the New York State Tax Commissioner, and further provides certain priorities and preemptive rights for each of the parties, and

WHEREAS, there was in existence an Agreement dated January 10, 2008, by and between the County of Orange, hereinafter referred to as the COUNTY, and the CITY OF NEWBURGH, and the CITY OF MIDDLETOWN, and the CITY OF PORT JERVIS, hereinafter referred to as the CITIES; said Agreement by its terms expired February 28, 2011, and

WHEREAS, the COUNTY and CITIES subsequently reached and extended various agreements relating to the extension and/or modification of the Agreement; and

WHEREAS, the latest version of such Agreement is slated to expire February 28, 2021; and

WHEREAS, the parties hereto acknowledge, that for due and sufficient consideration acknowledged by them, they wish to enter into and execute this Agreement and be bound by the terms hereof; and

WHEREAS, by resolutions duly adopted by the governing bodies of the COUNTY and each of the three CITIES these municipalities have agreed upon a plan for the COUNTY to distribute a portion of the COUNTY's revenues from its Sales and Compensating Use Taxes to the CITIES and to the Towns and to the Villages in Orange County for the period March 1, 2021 to February 28, 2023, and

WHEREAS, the Charters, laws and resolutions adopted by the governing bodies of each of the three CITIES and by the Orange County Legislature authorizes the Chief Elected Official or the City Manager of each of the party-municipalities hereto to execute this Agreement on behalf of each of them;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. The County shall continue to impose the taxes described in **Section 1210(a)** of the

tax law of the State of New York at a rate of three percent (3%) or, at its option, at a greater rate (3 ¾%) as may be authorized by the State Legislature and County subject to the terms herein below during the terms of this Agreement.

2. The term of this Agreement shall be from March 1, 2021 until February 28, 2023.

3. The implementation of the distribution formula contained herein and the distributions of the respective portions of the County Sales and Compensating Use Taxes to all the local municipalities by the COUNTY are contingent upon the CITY OF NEWBURGH, the CITY OF MIDDLETOWN, and the CITY OF PORT JERVIS, all hereby agreeing to and actually forbearing from preempting the County Sales and Compensating Use Taxes during the period of this Agreement. By entering into this Agreement each of the CITIES agrees to refrain from imposing any Sales and Compensating Use Taxes authorized by Section 1210 of the New York State Tax Law, or elsewhere except that the CITIES can impose Sales Taxes described in Section 1105 (b) and related compensating use taxes in Section 1110 of the Tax Law, as authorized by Section 1210 (b) of such law, which a city has a prior right to impose pursuant to Section 1224 (b)(1) of such law.

4. The CITY OF NEWBURGH has, by Charter, law and/or by resolution duly adopted by the Common Council of the City of Newburgh, authorized its City Manager to, execute this Agreement and has also agreed not to preempt the County Sales and Compensating Use Tax during the period of this Agreement. The CITY OF MIDDLETOWN has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Middletown, authorized its Mayor to execute this Agreement and has also agreed not to preempt the County Sales and Compensating Use Tax during the period of this Agreement. The CITY OF PORT JERVIS has,

by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Port Jervis, authorized its Mayor to execute this Agreement and has also agreed not to preempt the County Sales and Compensating Use Tax during the period of this Agreement. Provided that each CITY can preempt the COUNTY's Sales and Compensating Use Tax by imposing the sales taxes described in Section 1105(b) and related compensating use taxes in Section 1110 as authorized by Section 1210(b) of the Tax Law.

5. The distributions made by the COUNTY hereunder are to be based upon the monies generated by the present 3 $\frac{3}{4}$ % (three and three quarters percent) Orange County Sales and Compensating Use Taxes less the expenses of the Commissioner of Taxation and Finance for administration and collection and amounts withheld for refunds. The expenses of the Commissioner of Taxation and Finance and amounts withheld for refunds shall be deducted from the gross receipts prior to the payment to the County by the State Comptroller pursuant to Tax Law Section 1261 or other applicable law, and the remainder shall be the COUNTY's "net collections," as such term is defined in Tax Law Section 1262(f).

6. For the term of this contract, the COUNTY's net collections shall be retained by the COUNTY or allocated and disposed of as follows:

- A. The COUNTY shall retain seventy-three and six hundred sixteen thousandths percent (73.616%) of the COUNTY's net collections for COUNTY purposes.
- B. The COUNTY shall allocate and distribute twenty-six and three hundred eighty-four thousandths percent (26.384%) of net collections from the three and three quarters percent (3 $\frac{3}{4}$ %) tax shall be distributed to the CITIES, Towns and Villages as follows:

1. Thirty-two and five hundred twenty-five thousandths percent (32.525%) thereof to the CITIES.
2. Sixty-seven and four hundred seventy-five thousandths percent (67.475%) thereof to the Towns.

C. For the term of this agreement, the amount to be distributed to the three CITIES (32.525% of 26.384% of the sales tax revenues as generated by the three and three quarters percent (3 $\frac{3}{4}$ %) tax described herein) shall be divided among them according to the following percentages:

NEWBURGH	43.883
MIDDLETOWN	42.696
PORT JERVIS	13.421

D. The monies allocated to the Towns located within the County of Orange shall be divided among them based upon their respective populations, determined in accordance with the latest decennial federal census or special population census taken pursuant to Section Twenty of the General Municipal Law completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of the County. Provided where a Village elects a direct cash payment provided in Section 1262(c) of the Tax Law, the amount to be paid to such village shall be determined by the ratio that the population of such village or portion thereof within the town in which such village is located bears to the total population of the entire town, determined in accordance with the latest decennial federal census or special population census taken pursuant to Section Twenty of the General Municipal Law completed and published prior to the end quarter for which the allocation is made, which special census must include the entire area of the County, except that, if the Village of Highland Falls elects a direct cash payment as provided in the second to last unnumbered paragraph of Section 1262 (c), the amount to be paid it shall be determined by the

ration that the full valuation of real property in the Village bears to the full valuation of the entire Town of Highlands.

7. The amounts to be allocated to the CITIES, Towns and Villages shall be calculated quarterly during the term of the Agreement based upon the amount of sales tax revenue generated by the three and three quarters percent (3 $\frac{3}{4}$ %) tax as described herein during the previous quarter.

8. The distribution to the municipalities will be made on or about the 30th day of January, April, July and October of each year covered by this Agreement. The first such payment shall be made on or about April 30, 2021.

9. It is the present intention of the parties hereto that they renegotiate a continuation of this Agreement in the future. The parties therefor agree to commence negotiations for a new Agreement on or about November 1, 2021. In the event a renegotiated Agreement or such other agreement is not reached on or before June 1, 2022, then any of the CITIES that are parties to this Agreement shall notify the COUNTY pursuant to Section 1223 of the Tax Law of the State of its intention to adopt legislation imposing a City Sales Tax as permitted by law, such tax to become effective as of March 1, 2023. The purpose of this clause is to enable the CITIES to collect a continuous stream of revenue from the Sales Tax at the end of the term of this Agreement with minimal interruption.

10. The parties recognize that the New York State Legislature has enacted legislation which currently authorizes the COUNTY an additional $\frac{3}{4}$ % rate Sales Tax rate above the COUNTY's three (3%) percent and the COUNTY imposes such "Additional Tax" for a current total COUNTY rate of 3 $\frac{3}{4}$ %. Notwithstanding anything to the contrary provided elsewhere in

this AGREEMENT, if the current 3 $\frac{3}{4}$ % sales and compensating use tax (the “rate”) is ever changed, then the reduced or increased rate shall be immediately substituted for the 3 $\frac{3}{4}$ % rate presently in effect (or any rate then presently in effect) and the sharing formula set forth in Paragraph 6 of this AGREEMENT shall be adjusted to reflect the new rate. For example, if the County Sales and Compensating Use Tax were reduced from the present 3 $\frac{3}{4}$ % to 3% then the CITIES, and Towns, would receive 26.384% of net collections from the 3% rate and if the County Sales and Compensating Use Tax were increased from the present 3 $\frac{3}{4}$ % to 4%, then the CITIES and Towns would receive 26.384% of net collections from the 4% rate minus any administrative or other costs as described herein instead of receiving 26.384% of the 3 $\frac{3}{4}$ % as is presently the case. Villages may receive their shares as otherwise provided for herein and in applicable State Law. Net collection from such additional tax that are not required to be paid to the CITIES, and Towns and Villages as described herein shall be retained by the COUNTY for County purposes.

11. PARAGRAPH 11 LEFT INTENTIONALLY BLANK.

12. In the event New York State assumes responsibility for funding or paying out of State funds the COUNTY’s Medicaid expenses, or in the event there is any other action taken by the State of New York whereby the State assumes a responsibility and an expense of the COUNTY and in exchange therefore the State retains a portion of the COUNTY’s net collections that are the subject of this Agreement, the rights of the parties will be affected pursuant to the terms of this paragraph. If the COUNTY’s expense for the program taken over by the State equals or exceeds the amount of COUNTY’s net collections retained by the State, then the COUNTY shall continue to distribute to the other municipalities twenty-six and three hundred eighty four thousandths percent (26.384%) of the sales tax revenue generated by the three percent (3%) tax

even though the COUNTY may no longer be receiving seventy-three and six hundred sixteen thousandths percent (73.616%) of the original amount of such revenues. If the COUNTY's expense for the program taken over by the State is less than the amount of COUNTY's net collections retained by the State, then the net loss suffered by the COUNTY shall be shared by the COUNTY, the CITIES, the Towns and the Villages in the same proportion as that by which the revenues are retained and distributed.

13. In the event, that a City, Town, or Village incurs a monetary debt or obligation to the County, and said debt or obligation remains outstanding for one year after it has become due and owing to the County, following good faith discussions with the County to satisfy the debt or obligation, then the County is authorized to deduct an amount equal to the outstanding amount of such debt or obligation, including statutory interest and penalties, if applicable, from that municipality's share of COUNTY net collections due that municipality as provided in this Agreement. Such deductions shall be from the payment scheduled to be made next following the one year anniversary of the date the debt or obligation accrued, and from each successive share otherwise due to the municipality until the debt or obligation has been paid in full. A municipality may request of the County that the payments be paid in installments for a period not to exceed three years, which request shall not be unreasonably denied.

14. The parties wish to express their intent to continue the terms of the prior AGREEMENT (the one in existence at the time this AGREEMENT is entered into) and in the event interpretation of this AGREEMENT is necessary, the prior agreement referenced in the fourth "WHEREAS" clause above shall be used to interpret the intentions of the Parties to the extent necessary. The changes to this AGREEMENT in comparison to the prior agreement are intended to recognize the COUNTY's current Sales and Compensating Use tax rate (County rate,

not including the State rate or the rate imposed as a result of being in the Metropolitan Commuter Transportation District) as currently being 3 ¾%, not the referenced 3% in some prior agreement and are also intended to develop a contingency in the event the County sales tax rate ever changes (either by increase or decrease) from the present rate of 3 ¾% to ensure that the parties respective percentage shares of the Rate, whatever they may be, and whatever such rate actually is, are continued as the same percentages of the new rate, except as otherwise provided in this Agreement.

15. The PARTIES further agree to submit this Agreement for any necessary approvals of the State or any officer, agency, or department thereof and if it is not approved the PARTIES shall expeditiously renegotiate this AGREEMENT and leave any present AGREEMENT which is valid in force and effect for a period of one year pending such renegotiation.

This agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

COUNTY OF ORANGE

BY: _____

STEFAN "Steve" NEUHAUS, COUNTY EXECUTIVE

CITY OF MIDDLETOWN

BY: _____

JOSEPH M. DeSTEFANO, MAYOR

CITY OF NEWBURGH

BY:_____

JOSEPH DONAT, CITY MANAGER

CITY OF PORT JERVIS

BY:_____

KELLY DECKER, MAYOR

RESOLUTION NO.: 121 - 2015

OF

MAY 26, 2015

A RESOLUTION APPROVING A SALES TAX AGREEMENT
BETWEEN THE COUNTY OF ORANGE, CITIES OF NEWBURGH,
MIDDLETOWN AND PORT JERVIS FOR 2016 THROUGH 2021

WHEREAS, the County of Orange has imposed a Sales and Compensating Use Tax pursuant to the authority granted to the County by the State of New York; and

WHEREAS, Article 28 and 29 of the Tax Law of the State of New York authorize cities to impose their own Sales and Compensating Use Taxes, subject to certain priorities and preemptive rights set forth in the Tax Law of the State of New York; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2011 to February 29, 2016; and

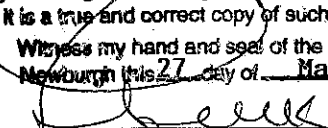
WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have now agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2016 to February 28, 2021;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager of the City of Newburgh is hereby authorized and directed to enter into and sign on behalf of the City of Newburgh the attached agreement for the distribution of the Orange County Sales and Compensating Use Tax in the form agreed to by all the parties; and

BE IT FURTHER RESOLVED, that the City of Newburgh agrees not to preempt the County Sales and Compensating Use Tax during the term of the agreement.

I, Lorene Vitak, City Clerk of the City of Newburgh,
thereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held May 26, 2015
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 27 day of May 2015


City Clerk

RESOLUTION NO.: 311 -2020

OF

DECEMBER 14, 2020

**A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK
TO ADD ONE (1) DETECTIVE POSITION ON A TEMPORARY BASIS
IN THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the Police Department has advised the City Manager that due to an expected retirement, the department is in need of an additional individual to perform the duties of “Detective” in the Crime Scene Unit; and

WHEREAS, the creation of the additional Police Department Detective position will be on a temporary basis; and

WHEREAS, the City Council has determined that adding one Detective position in the Police Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2020 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the position of “Detective” in the Police Department.

RESOLUTION NO.: 312-2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AMENDMENT TO THE 207 RESOLUTIONS LLC
PROFESSIONAL CONSULTING SERVICES AGREEMENT
RELATING TO THE MANAGEMENT OF INJURED EMPLOYEES COVERED BY
GENERAL MUNICIPAL LAW 207-c AT A NEW RATE OF \$90.00 PER HOUR**

WHEREAS, after a competitive Request for Proposal process, by Resolution No. 51-2008 of April 14, 2008, the City Council approved agreement with 207 Resolutions LLC to provide professional consulting services related to the resolution of open cases under GML 207-c for a flat fee of \$10,000.00 and continuing services on an as-needed basis at the rate of \$85.00 per hour as described in the scope of services sought by the City and the proposal received from said firm; and

WHEREAS, 207 Resolutions LLC has notified the City of a rate increase to \$90.00 per hour beginning on January 1, 2021, which is the first rate increase since 2008; and

WHEREAS, an amendment to the professional consulting services agreement to reflect the rate increase is required; and

WHEREAS, the City Council has reviewed the amendment to the professional consulting services agreement and determined that approving such amendment is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an amendment to the professional consulting services agreement with 207 Resolutions LLC related to the resolution of open cases under GML 207-c on an as-needed basis at the rate of \$90.00 per hour.

AMENDMENT TO VENDOR SERVICES AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

207 RESOLUTIONS, LLC

DATED: _____

This Amendment to the Vendor Services Agreement dated May 2, 2008 is made and entered into this ____ day of December, 2020 by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and 207 RESOLUTIONS L.L.C., a firm with principal offices at 8417 Oswego Road, PMB 111, Baldwinsville, NY 13027, hereinafter referred to as "VENDOR":

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. Paragraph 3 and Schedule "B" of the Agreement dated May 2, 2008 is hereby amended as follows:

Effective January 1, 2021, the new hourly rate will be \$90.00

2. This Amendment, together with the May 2, 2008 Agreement, contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

IN WITNESS WHEREOF, the parties duly executed this Amendment as of the day and year first above written.

207 RESOLUTIONS, LLC

CITY OF NEWBURGH, NY

Name: Paula Tiner
Title: GML 207 & Resource Coordinator
Date: _____

Name: Joseph Donat
Title: City Manager
Date: _____
Pursuant to Resolution No.: ____ - 2020

207 Resolutions LLC

TO: OUR VALUED CLIENTS

Re: GML 207 Management Services Effective January 1, 2021

Dear Client:

GML 207 Resolutions LLC will be increasing our management fees effective 1/1/2021.

My clients have been charged, and enjoyed, the same rate of \$85 since 2009. Effective January 1, 2021, the new rate will be \$90.00 per hour. This modest increase is necessary for me to continue to provide you the very best coordination of services available.

In most instances, 207 Resolutions LLC has successfully managed your claims with a significant reduction of medical expense and lost time. I look forward to continuing our relationship and working with you to provide the level of experience and expertise you have come to expect from my company.

Sincerely,



Paula Tiner
GML 207 & Resource Coordinator



CITY OF NEWBURGH

OFFICE OF THE CITY MANAGER
City Hall - 83 Broadway, Newburgh, New York 12550
www.cityofnewburgh-ny.gov

jmcgrane@cityofnewburgh-ny.gov
Phone: (845) 569-7301
Fax: (845) 569-7370

Jean-Ann McGrane, Esq., M.S.
City Manager

May 6, 2008

Ms. Paula Tiner
207 Resolutions, LLC
8417 Oswego Road
PMB 111
Baldwinsville, New York 13027

Re: City of Newburgh and 207 Resolutions, LLC
City Council Resolution No. 51-2008

Dear Ms. Tiner:

Enclosed please find one fully executed original agreement between the City and 207 Resolutions, LLC.

If you have any questions, please feel free to contact me at (845) 569-7353.

Sincerely,

Elizabeth Evans
Executive Assistant

/ee
Enclosure

Cc: Lorene Vitek, City Clerk (w/ original)
Eric Paolilli, Police Chief
Charles Emberger, City Comptroller
John F. O'Reilly, Esq., Hitsman, Hoffman & O'Reilly, LLC

207 Resolutions L.L.C.

April 23, 2008

Elizabeth Evans
83 Broadway
Newburgh, New York 12550

Re: City of Newburgh with 207 Resolutions LLC

Dear Ms Evans,

I have reviewed and signed two copies of this agreement. I have added an attachment to the original. The attachment relates to the bill re-pricing which was offered as an option the City. At the time of my interview with Mr Emberger, Chief Paolilli and John O'Reilly, I did advise them that this was a service that I outsource.

I have reviewed this attachment by phone with Mr Emberger. He did not feel that there should be an issue with the attachment.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paula Tiner".

Paula Tiner
GML 207 & Resource Coordinator

**8417 Oswego Road PMB 111
Baldwinsville,, New York 13027
315.952.4999
Fax 315.410.5356**

RESOLUTION NO.: 51-2008

OF

APRIL 14, 2008

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT
WITH 207 RESOLUTIONS LLC
TO PROVIDE PROFESSIONAL SERVICES AS CONSULTANTS
TO THE CITY OF NEWBURGH IN CONNECTION
WITH THE ASSESSMENT AND RESOLUTION OF CASES INVOLVING INJURED
EMPLOYEES COVERED BY GENERAL MUNICIPAL LAW 207-c,
FOR A FLAT FEE OF \$10,000.00 FOR EXISTING CLAIMS AND \$85.00 PER HOUR
FOR CONTINUING SERVICES ON AN AS-NEEDED BASIS

WHEREAS, the City of Newburgh must comply with the requirements of General Municipal Law ("GML") Sections 207-c which apply to certain eligible employees who are injured and who are covered by such laws; and

WHEREAS, it is appropriate and necessary to retain the professional services of a professional consultant to provide case review and analysis, advice to the City, fraud assessment and related case management services with respect to ensuring the City's compliance with GML 207-c while also resolving open cases in an appropriate and effective manner so as to avoid overpayments and to return such employees to work whenever possible and proper; and

WHEREAS, the City Manager and Chief of Police have conducted a Request For Proposal ("RFP") process and solicited and received proposals and information from qualified candidate firms which have expressed an interest and expertise in providing such services; and same have been evaluated and reviewed, and the City Council has determined that the firm of 207 Resolutions LLC is the preferred firm to be retained to provide such services, same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and she is hereby authorized to enter into an agreement with 207 Resolutions LLC to provide professional consultant services in connection with the resolution of open cases under GML 207-c for a flat fee of \$10,000.00 and continuing services on an as-needed basis at the rate of \$85.00 per hour as described in the scope of services sought by the City and the proposal received from said firm; pursuant to the terms and conditions of the subject professional services contract with such other terms and conditions as Corporation Counsel may require, same as being in the best interests of the City of Newburgh.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held April 14, 2008
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 15 day of April 20 08

Lorene Vitek

City Clerk

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this 2nd day of May, 2008, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and 207 RESOLUTIONS L.L.C., a firm with principal offices at 8417 Oswego Road, PMB 111, Baldwinsville, NY 13027, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

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

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual

property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning April 14, 2008, and ending whenever the parties terminate this Agreement.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

ARTICLE 6. CONFLICT OF INTEREST

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

person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. AUDIT BY THE CITY AND OTHERS

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

ARTICLE 12. INSURANCE

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

minimum coverages, all as required by law. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

ARTICLE 13. INDEMNIFICATION

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

ARTICLE 14. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive

the termination or expiration of this Agreement.

ARTICLE 15. TERMINATION

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

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

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

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

ARTICLE 16. GENERAL RELEASE

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

ARTICLE 17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and

regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 18. ENTIRE AGREEMENT

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

ARTICLE 19. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no

payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

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

THE CITY OF NEWBURGH

VENDOR

BY: _____

JEAN-ANN McGRANE,
CITY MANAGER

BY: _____

NAME: PAULA TINEO
TITLE: GML 201+ Resource
COORDINATOR

DATE: _____

5/2/08

DATE: _____

4/23/08

SCHEDULE A
SCOPE OF SERVICES

207 Resolutions L.L.C.

207 Resolutions L.L.C. provides single source comprehensive assessment of municipal injured on duty cases. We efficiently and effectively address all aspects of the medical and policy issues in an effort to contain cost and return employees – where possible - to productive work.

Targeted solutions:

- Review claim for qualification of GML 207 benefits.
- Comprehensive file strategy in every case.
- Obtain and review medical records.
- Establish the existence of a causal relationship.
- Facilitate Independent Medical Examinations when indicated.
- On going review of medical to ensure claim integrity.
- Establish the viability of a progressive rehabilitation program.
- Conduct ergonomic workplace assessments as required.
- Establish the possibility of fraud assessment.
- Assess the potential for filing a Disability Retirement application on behalf of the employer.
- Single point of accountability.

Effective outcomes require careful consideration of all the issues in a specific case. 207 Resolutions has managed hundreds of GML 207-c & a cases. In each and every instance where we have been engaged to assist and or manage a 207 Program, we have made a significant financial and operational impact on our client's behalf.

207 Resolutions L.L.C. is your one source solution for General Municipal Law 207 claims.

8417 Oswego Road PMB 111
Baldwinsville, New York 13027
315 952-4229
Fax 315 410-5356

207 Resolutions L.L.C.

MINIMUM REQUIREMENTS:

1. 207 Resolutions L.L.C. is fully insured with CNA. See Section 4, Certificate of Insurance;

2. 207 Resolutions L.L.C. Through strategic relationships with third party service providers, 207 Resolutions has guaranteed access to virtually any physician. The Physicians used for Independent Medical Exams (IMEs) are carefully chosen for their specialty as the case dictates and their experience with providing examinations for GML 207 claims vs. Workers' Compensation.

3. 207 Resolutions L.L.C. The staff has over eleven years of experience in managing the many aspects of injured on duty cases. 207 Resolutions L.L.C. has numerous clients throughout New York State that will attest to our competency, reliability and success with GML 207 management. See Section 5, References.

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Fax 315 410-5356

207 Resolutions L.L.C.

Description of Services:

Paula Tiner would be the Case Manager dedicated to the City of Newburgh's account. Paula will be solely responsible for the successful delivery of all proposed services. The City of Newburgh would have direct access to the Case Manager either by phone, email or fax. 207 Resolutions L.L.C. will respond to claimant's request for contact normally within 2 hours but in no case more than 8 hours. If it is important to the City special arrangements can be made for emergency contact services for weekends and holidays. This is a service we are more than happy to provide should it be deemed important by the City.

Clear, concise and meaningful communication is the cornerstone of every successful 207 Case Management Program. It is recommended the City agree to regularly scheduled conference calls with Chief Paolilli and/or his management team and 207 Resolutions L.L.C. It is also recommended that regularly scheduled, periodic on-site visits be coordinated.

207 Resolutions L.L.C. would require a period of 90 days for the triage of existing 20-30 open cases. An initial meeting with Chief Paolilli is recommended at the inception of the contract. This would afford the opportunity to do a general assessment of current issues on open claims. Priority would be given to cases that have current issues that need immediate action. All open claims would be reviewed to determine if current medical, billing and treatment course is causally related and medically indicated relative to the initial injury and the 207 guidelines. Following the review of each claim a written Action Plan (Section 3) will be completed. When the triage of the opens claims is complete, a follow up meeting will be scheduled with Chief Paolilli to review the findings, recommendations and to discuss implementation strategies. Once Chief Paolilli approves of the Action Plans, **action** will commence as immediately.

207 Resolutions L.L.C. will maintain a medical file for each claimant. These files are maintained in an orderly manner and are prepared for possible litigation from the inception of each and every claim.

The 207 Resolutions L.L.C. would work with Chief Paolilli from the inception of each new claim. The Case Manager would procure required documentation and provide it to the Chief so that he could make an informed decision regarding the award on GML 207-c benefits. If requested, the Case Manager will assist Chief Paolilli with recommendation for approval or denial of 207 benefits based on the supporting documentation. The Case Manager would work with Chief Paolilli's office to ensure that proper documentation and investigation of the injury is initiated at the onset and make recommendations for additional departmental documentation if indicated.

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Fax 315 410-5356

207 Resolutions L.L.C.

All medical billing will be reviewed to determine if treatment is consistent with injury and medically indicated. IME's will be scheduled as indicated to determine if continued medical treatment is indicated. The IME report would be the required medical documentation to terminate medical treatment that is currently being paid as a 207-c benefit. The IME is one of the best tools that can be used to reduce the medical expenditures and address lost time issues.

Upon review of the medical billing, the bills that are approved for payment will be forwarded to the Police Department for payment. Bills that contain inadequate information for payment will be held in abeyance and returned to the provider requesting the appropriate medical documentation. A monthly log will be kept for purposes of tracking the stage of the payment request. All Medical bills will be reviewed and re-priced for payment according to the Workers' Compensation guidelines. In no instance will the City pay more for medical service than what is allowed by the NYS Workers Compensation Law.

207 Resolutions L.L.C. will work with the Police Department Management Team to ensure that they have a well organized system for maintaining their claims file. All copies of documentation generated by 207 Resolutions L.L.C. will be forwarded to the Police Department.

207 Resolutions L.L.C. would coordinate and manage the use of outside Independent Medical Examinations as indicated. 207 Resolutions only uses the services of physicians who are Board Certified. Additionally, 207 Resolutions only uses physicians who we have first hand knowledge of their willingness and ability to testify at any 207-c proceedings. The Case Manager would be responsible for procuring the physician as requested by legal counsel for any proceeding.

207 Resolutions L.L.C. will maintain a computerized diary for each claimant and document each time claim was reviewed. Entity would provide the City's Management Team access to the on-line claim diary system.

207 Resolutions L.L.C. will provide a computerized claim report as mutually agreed upon.

207 Resolutions L.L.C. will monitor the progress of each claim. Recommendations will be made to Chief Paolilli for transitional work. If transitional work were available, the Case Manager would communicate with claimant's physician to procure a release to work. If a response is not obtained in a timely fashion from the treating physician, a Fitness for Duty Examination will be scheduled to determine if the claimant is capable of returning to work. Fitness for duty exams can be done without the expense of a full exam when questioning the ability to return to work. The Case Manager will continue to

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315 952-4229
Fax 315 410-5356

207 Resolutions L.L.C.

monitor the progress of any officer returned to transitional work for progression to full duty. If a full duty release is not appropriate, recommendations will be made to Chief Paolilli for filing of NYS Retirement applications. This will ensure that the application is filed within the NYS Retirement System guideline relative to light duty assignments.

207 Resolutions L.L.C. will prepare the application form for the signature of the chief. The Case Manager will prepare a cover letter and the medical package to be forwarded with the application to NYS Retirement System.

207 Resolutions L.L.C. has experience with reviewing the claim with legal counsel for litigation. 207 Resolutions L.L.C. is experienced in obtaining the necessary documentation for GML 207 proceedings. The Case Manager would provide a claim package that would include the evidentiary documentation for the city's legal counsel to review and determine if they desire to proceed with 207 hearing procedures. 207 Resolutions L.L.C. has attended and assisted counsel at numerous hearing.

207 Resolutions L.L.C. will assure that information received by the Case Manager, which contains the personal information and medical history of any employee of the City of Newburgh will be treated by the Case Manager in full confidence.

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SCHEDULE B
FEES AND EXPENSES

207 Resolutions L.L.C.

COST PROPOSAL

Description of Service	Unit	Cost
ONE TIME INITIAL START-UP FEE: Will include initial review, written Action Plan and pre and post review meetings with Chief Paolilli, and associated travel expenses.	Base on 20-30 open claim files	\$ 10,000.00
Hourly Rate will commence once the initial review and Action Plan are completed. Will apply to all new incoming medical billing and reports for payment review.		\$85.00
Associated file expenses	I.e., postage, Medical Records; IME's, travel and any other expenses of outside vendors as authorized by Chief Paolilli	At the fee paid by 207 Resolutions L.L.C.
Medical bill re-pricing		\$8.00 per bill
		<i>See Attachment *</i>
		<i>PT</i>

Proposer's name	Paula Tiner F.C.L.S.
Title	GML 207 & Resource Coordinator
Signature	
Date	

8417 Oswego Road PMB 111
Baldwinsville, New York 13027
315 952-4229
Fax 315 410-5356

Attachment to Resolution: 51-2008

The City and Vender understand that the medical bill re-pricing is currently outsourced and is billed based upon the Vender's cost. In the event these costs increase, the Vender reserves the right to increase the fee for medical bill re-pricing upon providing 30 days notice to the City.

A handwritten signature or set of initials, possibly "PK", enclosed within a hand-drawn circle.

RESOLUTION NO.: 313 -2020

OF

DECEMBER 14, 2020

**A RESOLUTION RE-APPOINTING GAIL FULTON, ALISON FILOSA
AND GENIE ABRAMS
FOR TWO YEAR TERMS TO THE CONSERVATION ADVISORY COUNCIL**

WHEREAS, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled "Conservation Advisory Council"; and

WHEREAS, Chapter 159 provides for a seven-member Conservation Advisory Council, the members of which are appointed for terms of two years; and

WHEREAS, the terms of Gail Fulton, Alison Filosa and Genie Abrams expired on November 30, 2020 and Ms. Fulton, Ms. Filosa and Ms. Abrams wish to continue to serve new two-year terms; 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 Gail Fulton, Alison Filosa and Genie Abrams are hereby re-appointed to the Conservation Advisory Council each for a two (2) year term commencing December 1, 2020 and ending on November 30, 2022.

From: [Diaz, Eliana](#)
To: [Kelson, Michelle](#)
Cc: [Donat, Joseph](#)
Subject: FW: Land Use Boards Membership Renewals
Date: Friday, November 20, 2020 12:11:22 PM
Attachments: [Re CAC Membership.msg](#)
[Re CAC Membership.msg](#)
[Re Planning Board Membership.msg](#)
[RE CAC Membership.msg](#)

Ms. Kelson,

Per Omar's email below, there are three members in the CAC, and one Planning Board member that would like to renew their terms.

Can you please place their reappointment in NOVUS for the first meeting in December.

Thank you,

Eliana

From: BalbuenaPalma, OmarE
Sent: Friday, November 20, 2020 12:08 PM
To: Diaz, Eliana <EDiaz@cityofnewburgh-ny.gov>
Subject: Land Use Boards Membership Renewals

Eliana,

The following members of the Land Use Boards will expire soon:

Gail Fulton (CAC)
Genie Abrams (CAC)
Alison Filosa (CAC)
Heather Moore (Planning Board)

I contacted the members and confirmed that they each intend to renew their terms (see attached).

Let me know if you need anything else.

Thanks,

Omar E. Balbuena-Palma
Secretary to the Land Use Boards
City of Newburgh
123 Grand Street
Newburgh, NY 12550
Phone: (845) 569-7380
Fax: (845) 569-0188

OBPalma@cityofnewburgh-ny.gov

From: [Fulon, Gail](#)
To: [BalbuenaPalma, OmarE](#)
Subject: Re: CAC Membership
Date: Sunday, November 15, 2020 8:42:37 PM

Hi Omar I am interested in renewing my membership.

Sent from my iPad

> On Nov 13, 2020, at 9:17 AM, BalbuenaPalma, OmarE <OBPalma@cityofnewburgh-ny.gov> wrote:
>
> Good Afternoon Gail,
>
> I am following up on our conversation from the September CAC meeting. To reiterate, your CAC membership is set to expire on November 30, 2020. My question is if you would like to renew your membership to the CAC.
>
> Please let me know as soon as you have an answer.
>
> Thanks again!
>
>
> Omar E. Balbuena-Palma
> Secretary to the Land Use Boards
> City of Newburgh
> 123 Grand Street
> Newburgh, NY 12550
> Phone: (845) 569-7380
> Fax: (845) 569-0188
> OBPalma@cityofnewburgh-ny.gov<<mailto:OBPalma@cityofnewburgh-ny.gov>>
>
> <winmail.dat>

From: [BalbuenaPalma, OmarE](#)
To: [Filosa, Alison](#)
Subject: RE: CAC Membership
Date: Friday, November 13, 2020 12:03:41 PM

Hi Alison,

I'm glad to hear it! Per your question, there is a term limit with every appointment to the CAC as set forth by the City Code (see [§159-4](#)) but no limit to the number of times an individual may be re-appointed to the CAC by City Council.

Hope this answers your question.

Thanks,

Omar

From: Alison Filosa <ajfilosa@gmail.com>
Sent: Friday, November 13, 2020 9:25 AM
To: BalbuenaPalma, OmarE <OBPalma@cityofnewburgh-ny.gov>
Subject: Re: CAC Membership

Yes. Is this my last term?

Alison Filosa
www.aligardens.com
c. 347-512-5809
tel. 718-349-7286

On Fri, Nov 13, 2020, 9:23 AM BalbuenaPalma, OmarE <OBPalma@cityofnewburgh-ny.gov> wrote:

Good Morning Alison,

As I mentioned at a past CAC meeting, your CAC term is set to expire on November 30, 2020 (per the attached appointment letter).

Please let me know if you would like to renew your membership to the CAC at your earliest convenience.

Thanks again for everything you do!

Omar E. Balbuena-Palma
Secretary to the Land Use Boards
City of Newburgh
123 Grand Street
Newburgh, NY 12550
Phone: (845) 569-7380

Fax: (845) 569-0188

OBPalma@cityofnewburgh-ny.gov<mailto:OBPalma@cityofnewburgh-ny.gov>

From: [Abrams, Genie](#)
To: [BalbuenaPalma, OmarE](#)
Subject: Re: CAC Membership
Date: Friday, November 13, 2020 4:10:12 PM

Omar, yes, I would like to serve again.

Thanks!

Genie

On Fri, Nov 13, 2020 at 9:24 AM BalbuenaPalma, OmarE <OBPalma@cityofnewburgh-ny.gov> wrote:

Good Morning Genie,

As I mentioned at a past CAC meeting, your CAC term is set to expire on November 30, 2020 (per the attached appointment letter).

Please let me know if you would like to renew your membership to the CAC at your earliest convenience.

Thanks again for everything you do!

Omar E. Balbuena-Palma
Secretary to the Land Use Boards
City of Newburgh
123 Grand Street
Newburgh, NY 12550
Phone: (845) 569-7380
Fax: (845) 569-0188
OBPalma@cityofnewburgh-ny.gov<mailto:OBPalma@cityofnewburgh-ny.gov>

RESOLUTION NO.: 314 -2020

OF

DECEMBER 14, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
CANCELLING THE SECOND WORK SESSION AND
REGULAR MEETING OF DECEMBER 2020**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that a pursuant to City Charter Section C4.01(E) that the second work session of December 24, 2020 and the second regular meeting of December 28, 2020 be and hereby are cancelled.

RESOLUTION NO.: 315 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM WITH ENTERPRISE RENT-A-CAR
IN THE AMOUNT OF \$7,469.63**

WHEREAS, Enterprise Rent-A-Car brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Seven Thousand Four Hundred Sixty-Nine and 63/100 Dollars (\$7,469.63) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Enterprise Rent-A-Car in the total amount of Seven Thousand Four Hundred Sixty-Nine and 63/100 Dollars (\$7,469.63) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 316 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION
FROM NEWBRIDGE MARKETING GROUP AND
ITS BRAND PARTNER L.L. BEAN, INC. IN THE AMOUNT OF \$2,500.00**

WHEREAS, the Newbridge Marketing Group and its brand partner L.L. Bean, Inc. organized a pop-up retail event in the City of Newburgh on October 23, 2020 and October 24, 2020; and

WHEREAS, the Newbridge Marketing Group and its brand partner L.L. Bean, Inc. wish to make a donation in the amount of \$2,500.00 to the City of Newburgh; and

WHEREAS, this Council has determined that accepting such donation is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a donation from the Newbridge Marketing Group and its brand partner L.L. Bean, Inc. in the amount of \$2,500.00 with the thanks of this Council on behalf of the City of Newburgh.

RESOLUTION NO.: 317 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ARCADIS OF NEW YORK INC. FOR PHASE II OF
THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN FOR THE
RECONSTRUCTION OF BROADWAY BETWEEN GRAND AND DUBOIS STREETS
AND SEPARATION OF SEWERS ON WATER STREET FROM
CARPENTER AVENUE TO MONTGOMERY STREET
IN AN AMOUNT NOT TO EXCEED \$295,000.00**

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

WHEREAS, the City submitted its Phase I LTCP and by Resolution No. 303-2015 of November 23, 2015, the City Council authorized the City Manager to execute a Modification Order on Consent approving a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council authorized the City Manager to accept a letter proposal and execute a professional engineering services agreement with Arcadis of New York, Inc. to complete the planning and preliminary engineering for projects included as part of Phase II, III, and IV of the LTCP in an amount not to exceed \$880,000.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for additional professional engineering services to complete the designs and bid documents for the Reconstruction of Broadway between Grand and Dubois Streets and Separation of Combined Sewers on Water Street from Carpenter Avenue to Montgomery Street Projects included as part of Phase II of the CSO LTCP; and

WHEREAS, funding for the cost of the services an amount not to exceed \$295,000.00 shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a professional engineering services agreement with Arcadis of New York, Inc. to complete the designs and bid documents for the Reconstruction of Broadway between Grand and Dubois Streets and Separation of Combined Sewers on Water Street from Carpenter Avenue to Montgomery Street Projects included as part of Phase II of the Long Term Control Plan for the City's Combined Sewer Collection System, with other provisions as Corporation Counsel may require, in an amount not to exceed \$295,000.00.

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

Transmitted Via E-mail: jmorris@cityofnewburgh-ny.gov

Arcadis of New York, Inc.
855 Route 146
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Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 371 2757
www.arcadis.com

Subject:

**Proposal for Engineering Services
Reconstruction of Broadway between Grand and Dubois Streets and
Separation of Combined Sewers on Water Street from Carpenter Avenue to
Montgomery Street**

Date:
November 20, 2020

Contact:
Robert Ostapczuk, PE

Dear Mr. Morris:

Arcadis is pleased to provide the City of Newburgh (City) with this letter proposal for engineering services to complete the designs and preparation of Bid Documents required to comply with the Order on Consent schedule for the Long Term Control Plan (LTCP). We appreciate the confidence the City has in our ability to deliver quality projects on time and under budget for your critical infrastructure. We will strive to maximize potential grant funding from either Water Infrastructure Investment Act (WIIA) grants, Intermunicipal grants (IMG), Water Quality Improvement Grants (WQIP), or applicable others and Arcadis will complete the scope of services in accordance with the schedule of deliverables, however, due to New York's response to COVID19, the timeline of reopening of these programs is currently unknown.

Phone:
518.250.7300

Email:
robert.ostapczuk@arcadis.com

Our ref:
30021574

Project Understanding

The City of Newburgh, in order to meet water quality standards and the United States Environmental Protection Agency's (USEPA) presumptive approach from the Combined Sewage Overflow (CSO) Control Policy, has elected to maximize combined sewer flows to the wastewater treatment plant where wet weather flows will be screened and disinfected prior to being discharged to the Hudson River. This centralized treatment methodology has been combined with strategic

sewer separation and green infrastructure projects in the combined system to increase the combined sewer capture rate as required by the Consent Order. Two project areas that were included in the Consent Order are Broadway between Grand and Dubois Streets and North (Water) Street from Carpenter Avenue to Montgomery Street. The basis of design reports for green infrastructure along the Broadway corridor and sewer separation along Water Street were completed by Arcadis in 2020 and have been submitted to the New York State Department of Environmental Conservation (NYS DEC) for review. Construction plans and specifications for both projects are due to be completed in April and May of 2021, respectively. To meet the dates outlined in the Consent Order compliance schedule and to better position the City for future grant funding opportunities, Arcadis proposes the following scope of services.

RECONSTRUCTION OF BROADWAY BETWEEN GRAND AND DUBOIS STREETS

Task 9 Prepare Bid Documents

Arcadis will build upon the previous evaluation to prepare Bid Documents (inclusive of Drawings and a Project Manual) for regulatory approval and bidding purposes for the Reconstruction of Broadway between Grand and Dubois Streets Project. The Bid Documents will be prepared as a single prime contract in accordance with Wick's Law. Funding agency language and requirements will be incorporated into the Bid Documents. The Project Manual will be developed utilizing Arcadis' standard documents, which are based on the Engineering Joint Construction Documents Committee (EJCDC) standards. Arcadis will provide the City with review submittals at 60% and 90% design development phases for review and comment. Arcadis will update the construction cost estimate at the 60% (AACE Class 4) and 90% (AACE Class 3) submittals. The major elements of the project include the following:

- Rehabilitation of the 100-year-old, 48-inch by 60-inch brick sewer from Broadway to South William Street, including further investigation of three areas identified during the study phase.
- Evaluation of techniques to fill the void space observed in the brick sewer upgradient of MH965 and preparation of a technical memorandum to the City with a proposed resolution.
- Topographical and utility survey of the Broadway corridor between Dubois Street and Grand Street including underground utility location, to be performed by a certified Women Owned Business Enterprise (WBE). Utility survey will be a Quality Level B (QL-B) survey, which includes use of electromagnetic-based locating instruments, ground penetrating radar, radar tomography, metal detectors and optical instruments to gather and record approximate horizontal and vertical positional data.
- Development of tree boxes along the Broadway corridor between Dubois Street and Grand Street.
- Restoration of sidewalk and pavement in areas where there are disturbances for tree box construction.
- Relocation of buried utilities as deemed necessary by the survey and utility location.

As a topographical survey is required to complete the design and is on the critical path to complete the work, please note that survey will need to be completed prior to the end of December in order to meet the schedule, and as such we will require verbal approval to proceed after a Board resolution is passed.

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Arcadis will submit the 60% Bid Documents to owners of utilities in the Broadway corridor for review and comment and will conduct a follow up teleconference with each utility owner.

Arcadis will meet with City representatives at the 60%, 90% and final Bid document submission. Please note that meetings will either be conducted virtually or in person, as dictated by current CDC and Arcadis guidance at the time of the meeting. As the Broadway corridor is highly visible element of the City of Newburgh, Arcadis will prepare graphical renderings of the of the proposed improvements for the City's use at a City Council meeting or to be displayed to the public through online media. Arcadis will attend one meeting with the public, either virtually or in person.

Task 10 Regulatory Approval

Arcadis will submit the 90% Bid Documents to New York State Environmental Facilities Corporation (NYSEFC) and NYSDEC on behalf of the City. Upon receipt of comments from both the NYSEF and NYSDEC, Arcadis will finalize the Bid Documents and prepare a comment response correspondence. Only one comment response letter has been included in the budget.

Task 11 Bidding Assistance

Arcadis will assist the City with bidding the project. We will prepare electronic Bid Documents for City's use for electronic bidding. We will prepare a bid advertisement for the City's approval and use. We will conduct a pre-bid meeting with prospective bidders and perform a walk-through of the site and storm sewer alignment. Arcadis will respond to prospective bidders' requests for clarifications and prepare addenda as required for the City's distribution. Arcadis will attend the bid opening, tabulate bids, review the three apparent lowest bids and make a recommendation of award.

Compensation

Arcadis will complete the scope of services for the Reconstruction of Broadway Between Grand and Dubois Streets Project presented herein for a total not to exceed fee of \$140,000 to be compensated to a rate schedule for hours worked plus other direct costs markup of 10 percent.

Task	Compensation
Task 9 – Prepare Bid Documents	\$121,000
Task 10 – Regulatory Approval	\$8,000
Task 11 – Bidding Assistance	\$11,000
Total Not to Exceed Fee:	\$140,000

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Schedule

Arcadis will complete the final plans and specifications by March 26, 2021 for submission to the NYS DEC in advance of the Order on Consent required submission date of April 1, 2021, in accordance with completing a topographical survey by the end of December.

SEPARATION OF COMBINED SEWERS ON WATER STREET FROM CARPENTER AVENUE TO MONTGOMERY STREET

Task 7 Prepare Bid Documents

Arcadis will prepare Bid Documents (inclusive of Drawings and a Project Manual) for regulatory approval and bidding purposes for the Separation of Combined Sewers on Water Street from Carpenter Avenue to Montgomery Street Project. The Bid Documents will be prepared as a single prime contract in accordance with Wick's Law. Funding agency language and requirements will be incorporated into the Bid Documents. The Project Manual will be developed utilizing Arcadis' standard documents, which are based on the EJCDC standards. Arcadis will provide the City with review submittals at 60% and 90% design development phases for review and comment. The major elements of the project include the following:

- Detailed design of a separate storm sewer along Water Street from Powell Avenue to the median in the middle of Park Place.
- Identification of approximate rock surface elevation through geotechnical borings.
- A Quality Level B (QL-B) utility survey of the North Street, LeRoy Ave, Liberty Street, and Old Balmville Road intersection. Utility survey includes use of electromagnetic-based locating instruments, ground penetrating radar, radar tomography, metal detectors and optical instruments to gather and record approximate horizontal and vertical positional data
- Evaluating the feasibility of connecting additional stormwater infrastructure as requested by the City to further reduce stormwater flows to the combined sewer
- Rerouting storm catch basins that are currently connected to the combined sewer to the new storm sewer.
- Repaving and striping as appropriate along the areas disturbed by construction.
- Replacement of sidewalks at intersections along the route to comply with Americans with Disabilities Act (ADA) requirements in accordance with City of Newburgh design details.

In order to assist prospective bidders, Arcadis recommends completing up to eight (8) geotechnical borings up to 12-feet deep, or to top of rock, whichever is shallower, spaced approximately 200 feet apart. Boring holes will be backfilled with 1-1/2 sack slurry and cold patched. Prior to drilling, the geotechnical subcontractor will explore the intended location of each borehole with ground penetrating radar (GPR_ to search for potential interferences, such as buried utilities, that could be damaged by, or be damaging to, the drill rig. In addition, Dig Safely, New York will be contacted to mark out the utility locations in the area to support the GPR exploration and borings. Geotechnical drilling will be completed by a certified Minority Owned Business Enterprise (MBE).

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Mr. Jason Morris, PE
City of Newburgh
November 20, 2020

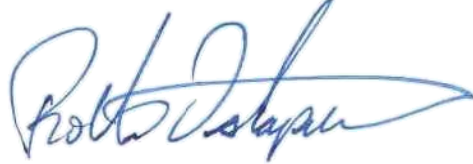
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Arcadis looks forward to continuing to support the City of Newburgh to improve its critical infrastructure. If you have any questions, please do not hesitate to call me at 518.250.7300 so that I may be of further assistance. We again thank the City of Newburgh for this opportunity.

Sincerely,

Arcadis of New York, Inc.



Robert E. Ostapczuk, PE
Vice President

Copies:

A. Brooks, Arcadis

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

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