City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
June 4, 2020
6:00 PM

Council Meeting Presentations

1. Public Hearing on a Substantial Amendment to FY2020 Community Development Block Grant (CDBG)

   Public Hearing will be held on Monday, June 8, 2020 to receive comments on a Substantial Amendment to FY2020 Community Development Block Grant (CDBG).

   Se llevara a cabo una audiencia pública el Lunes, 8 de junio de 2020 para recibir Comentarios sobre una Enmienda Substancial del Año Fiscal 2020 a la Subvención de Desarrollo a los Bloques Comunitarios conocido por sus siglas en Ingles "CDBG".

2. Public Hearing on a Substantial Amendment to FY2019 Community Development Block Grant (CDBG) (CARES Act)

   Public Hearing will be held on Monday, June 8, 2020 to receive comments on a Substantial Amendment to FY2019 Community Development Block Grant (CDBG).

   Se llevara a cabo una audiencia pública el Lunes, 8 de junio de 2020 para recibir Comentarios sobre una Enmienda Substancial del Año Fiscal 2019 a la Subvención de Desarrollo a los Bloques Comunitarios conocido por sus siglas en Ingles "CDBG".

Work Session Presentations

3. 2019 PKFOD Audit Presentation

   Presentación sobre la auditoria de PKFOD del 2019

Engineering/Ingeniería

4. Amendment#5 with Barton & Loguidice, DPC for Professional Engineering Services on the Liberty & Grand Street Sewer Separation Project

   Resolution authorizing the City Manager to execute Amendment No. 5 to a contract with Barton & Loguidice, D.P.C. for professional engineering services at no additional cost to transfer $5,000 from CWSRF Funding/Reporting services to Construction Assistance Services to facilitate completion of the Liberty Street and Grand Street Sanitary Sewer Improvements Project.

   Una resolución autorizando al Gerente de la Ciudad a ejecutar la

Enmienda No. 5 a un contrato con Barton & Loguidice, D.P.C. para servicios profesionales de ingeniería a ningún costo adicional para transferir $5,000 de los servicios de Financiación/Informes de CWSRF para Servicios de Asistencia de Construcción para facilitar la finalización de los Proyectos de Mejoras de Alcantarillado la Calle Liberty y la Calle Grand.

5. <u>Agreement with RAFTELIS for a Stormwater User Fee Planning Study</u>

   Resolution authorizing the City Manager to accept a proposal and execute a contract with Raftelis Financial Consultants, Inc. for professional financial services for a stormwater user fee planning study at a cost of $68,860.00 and amending Resolution No: 288-2019, the 2020 Budget for the City of Newburgh, New York to transfer funds from Sewer Fund Contingency Emergency to Sewer Fund Other Services.

   Una resolución autorizando al Gerente Municipal a aceptar una propuesta y ejecutar un contrato con Raftelis Financial Consultants, Inc. para servicios profesionales financieros sobre un estudio de planificación de tarifas por aguas pluviales para el consumidor a un costo de $68,860.00 y enmendando Resolución No. 288-2019, de Presupuesto del 2020 de la Ciudad de Newburgh, Nueva York para transferir fondos de Emergencia de Contingencia del Fondo de Alcantarillado a Otros Servicios del Fondo de Alcantarillado.

<u>Finance/Finanza</u>

6. <u>City of Newburgh Parking Meter Expansion Feasibility Study</u>

   Resolution authorizing the City Manager to execute a contract with Kimley Horn of New York, P.C. to perform a parking meter expansion feasibility study at a cost of $30,300.00.

   Una resolución autorizando al Gerente Municipal a ejecutar un contrato con Kimley Horn de New York, P.C. para realizar un estudio de viabilidad de expansión de parquímetros a un costo de $30,300.00.

<u>Planning and Economic Development/Planificación y Desarrollo Económico</u>

7. <u>15 South Colden Street - site development agreement</u>

   Resolution authorizing the City Manager to execute a site development agreement with The Kearney Realty & Development Group Inc. for the transfer and redevelopment of property located at 15 South Colden Street (Section 46, Block 3, Lot 8.2)

   Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de desarrollo de área con Kearney Realty & Development Group Inc. Para la transferencia y nuevo desarrollo de la propiedad ubicada en la 15 de la Calle Colden (Sección 46, Bloque 3, Lote 8.2).

8. 264 Liberty Street - Release of Covenants

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Rev. Woodrow W. Mitchell, Executor under the last will and testament of John Mitchell, to the premises known as 264 Liberty Street (Section 18, Block 6, Lot 32)

Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y Derecho de Reingreso de un título de propiedad emitido a Rev. Woodrow W. Mitchell, Ejecutor bajo la última voluntad y testamento de John Mitchell, a las instalaciones conocidas como 264 de la Calle Liberty (Sección 18, Bloque 6, Lote 32)

9. 241 Third Street, 48, 50 and 52 Johnston Street - Release of Covenants

Resolution authoring the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Works III Associates, LP, to the premises known as 241 Third Street (Section 22, Block 2, Lot 2), 48 Johnston Street (Section 30, Block 3, Lot 39), 50 Johnston Street (Section 30, Block 3, Lot 40) and 52 Johnston Street (Section 30, Block 3, Lot 41)

Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y Derecho de Reingreso de un título de propiedad emitido a Works II Associates, LP, a las instalaciones conocidas como la 241 de la Calle Third (Sección 22, Bloque 2, Lote 2), 48 de la Calle Johnston (Sección 30, Bloque 3, Lote 39), 50 de la Calle Johnston (Sección 30, Bloque 3, Lote 40) y 52 de la Calle Johnston (Sección 30, Bloque 3, Lote 41)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

10. 61 Temple Avenue - Ecological Citizens Project License Agreement

Resolution authorizing the City Manager to enter into a license agreement with the Ecological Citizen's Project, Inc. to allow use and access to a portion of 61 Temple Avenue (Section 42, Block 1, Lot 1) for a community garden.

Una resolución autorizando al Gerente Municipal a entrar en un contrato de licencia con Ecological Citizen’s Project, Inc. Para permitir el uso y acceso a una porción de la 61de la Avenida Temple (Sección 42, Bloque 1, Lote 1) para un jardín comunitario.

11. NYPA Smart Street Lighting

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Power Authority Smart Street Lighting Program Grant in the amount of $75,000.00 with no City match.

Una resolución autorizando al Gerente Municipal a solicitar y aceptar si es *otorgado una Subvención del Programa Iluminación Inteligente de Calles de la Agencia de Potencia del Estado de Nueva York por la cantidad de $75,000.00 el cual no requiere que la Ciudad iguale los fondos.*

Local Laws/Leys Locales

12. Local Law prohibiting posession and sale of sparklers and sparkling devices

    Local Law amending Chapter 172 of the Code of Ordinances of the City of Newburgh to add "Article III – Fireworks and Sparkling Devices".

    Una Ley Local enmendando el Capítulo 172 del Código de Ordenanzas de la Ciudad de Newburgh para agregar "Articulo III – Fuegos Artificiales y Dispositivos Chispeantes".

Discussion Items/Temas de Discusión

13. Consevation Advisory Council appointment

    Resolution appointing Ronald Zorrilla as a member of the Conservation Advisory Council.

    Una resolución nombrando a Ronald Zorrilla como miembro del Concejo Consultivo de Conservación.

14. Second June Work Session and Council Meeting

    Segunda sesión de trabajo y reunión general en junio

Executive Session/ Sesión Ejecutiva

15. Proposed, pending or current litigation

    Litigación propuesta, pendiente o actual

RESOLUTION NO.: __121__ - 2020

OF

MAY 28, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JUNE 8, 2020 TO HEAR PUBLIC COMMENT CONCERNING A SUBSTANTIAL AMENDMENT TO THE CITY OF NEWBURGH CDBG FY2020 ANNUAL ACTION PLAN TO REALLOCATE FUNDING TO COMMUNITY POLICING AND NEIGHBORHOOD SERVICES

WHEREAS, by Resolution No. 282-2019 of November 12, 2019, the City Council of the City of Newburgh, New York approved and adopted the Community Development Block Grant ("CDBG") FY 2020 Annual Action Plan ("AAP"); and

WHEREAS, the City of Newburgh proposes to reallocate CDBG funding from Park Improvements to Community Policing and Neighborhood Services, which requires a Substantial Amendment to the previously authorized FY 2020 AAP and a public hearing;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Substantial Amendment to the CDBG FY 2020 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 8th day of June, 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 June 8, 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 CDBG FY2020 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_nH9rwoDKQjGhCeUEy6IdPw. Please note that there is an underscore between the "N" and "n").

To order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Friday, June 5, 2020 through the Zoom App:
https://zoom.us/webinar/register/WN_nH9rwoDKQjGhCeUEy6IdPw. Please note that there is an underscore between the "N" and "n"). 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 4:00 p.m. on Friday, June 5, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

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 May 26, 2020 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, 2020

City Clerk

Community Development Block Grant ("CDBG")

FY2020 Annual Action Plan Substantial Amendment

Department of Planning & Development
May, 2020

EQUAL HOUSING OPPORTUNITY

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

EQUAL HOUSING OPPORTUNITY

City of Newburgh Community Development Goals - Refresher

- 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.

EQUAL HOUSING OPPORTUNITY

"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 under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).

- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: FY2020-FY2024

- 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.

EQUAL HOUSING OPPORTUNITY

(New) City of Newburgh FY2020 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.”

EQUAL HOUSING OPPORTUNITY

(New) City of Newburgh FY2020 Substantial Amendment

- 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)

EQUAL HOUSING OPPORTUNITY

(New) City of Newburgh FY2020 Substantial Amendment

- Activities updated in the FY2020 AAP:

  Quality of Life

  - Park Improvement Project: $98,907.82 (Decrease $80,000)

  Community Policing/Neighborhood Services

  - New Community Policing Initiative: $100,558.26 (Increase in $80,000.00 from Park Improvements + $20,558.26 from Summer Film Festival/National Night Out)

Additional information begins on the next slide

EQUAL HOUSING OPPORTUNITY

(New) FY2020 CDBG Projects/Funding

Substantial Amendment

Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)	Adjusted Funding	New Totals	Substantial Amendment (New) Total
Salaries for 3 full-time employees, In Rem Property Supplies, In Rem Training,	$220,000.00	26%	No Change	$7,257.38	$227,257.38	$227,257.38
Homeowner Assistance Program	$50,000.00	6%	No Change	$1,674.78	$51,674.78	$51,674.78
Complete Streets Project (ex. ADA Curb-Cut Upgrades)	$225,000.00	32%	10%	$8,932.16	$233,932.16	$233,932.16
Funding to support business requiring workforce development training, Business Signage/Façade Improvements	$25,000.00	10%	No Change	$2,791.30	$27,791.30	$27,791.30
Amendment: Park Improvements, including playground equipment upgrades	$175,000.00	14%	10%	$3,907.82	$178,907.82	**$98,907.82**
Amendment: 2020 Children's Summer Film Festival	$20,000.00	2%	No Change	$558.26	$20,558.26	**$0.00**
Amendment: Community Policing Initiative						**$100,558.26**
Program Administration, Staff Salar and Benefits, Program Operating Costs (including mailings), Training/Conference	$130,000.00	10%	10%	$2,791.30	$132,791.30	$132,791.30
Proposed Total FY2020 Allocation	$845,000.00			$27,913.00	$872,913.00	$872,913.00

EQUAL HOUSING OPPORTUNITY

Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

Housing	Salaries for 3 full-time employees, In Rem Property Supplies, In Rem Training,	$220,000.00	26%
	Homeowner Assistance Program	$50,000.00	6%
Infrastructure Improvements	Complete Streets Project (ex. ADA Curb-Cut Upgrades)	$225,000.00	32%
Economic Development	Funding to support business requiring workforce development training, Business Signage/Façade Improvements	$25,000.00	10%
Park Improvements	Park Improvements, including playground equipment upgrades	$175,000.00	14%
Community Policing/Neighborhood	2020 Children's Summer Film Festival	$20,000.00	2%
Administration	Program Administration, Staff Salar and Benefits, Program Operating Costs (including mailings), Training/Conference	$130,000.00	10%

EQUAL HOUSING OPPORTUNITY

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

Housing	Salaries for 3 full-time employees, In Rem Property Supplies, In Rem Training,	$220,000.00	No Change
	Homeowner Assistance Program	$50,000.00	No Change
Infrastructure Improvements	Complete Streets Project (ex. ADA Curb-Cut Upgrades)	$225,000.00	10%
Economic Development	Funding to support business requiring workforce development training, Business Signage/Façade Improvements	$25,000.00	No Change
Park Improvements	Park Improvements, including playground equipment upgrades	$175,000.00	10%
Community Policing/Neighborhood Services	2020 Children's Summer Film Festival	$20,000.00	No Change
Administration	Program Administration, Staff Salar and Benefits, Program Operating Costs (including mailings), Training/Conference	$130,000.00	10%

EQUAL HOUSING OPPORTUNITY

New - Substantial Amendment
Project: Park Improvements
Previously Approved Budget: $178, 907.82
New Budget: $98,907.82

Summary

Examples of projects may include:

- Playground equipment improvements/upgrades
- Fencing

EQUAL HOUSING OPPORTUNITY

New - Substantial Amendment
Project: Community Policing/Neighborhood Services – New Community Policing Initiative
Previously Approved Budget: $0.00
New Budget: $100,558.26

Summary

Examples of activities included in this initiative may include:

- Park/Walk-n-Talk Details
- Innovative Community Policing efforts performed in accordance with safe social-distancing (as required)
- Community Policing materials

EQUAL HOUSING OPPORTUNITY

New - Substantial Amendment
Project: Community Policing/Neighborhood Services
Previously Approved Budget: $20,558.26
New Budget: $0.00 (Funding re-allocated to new Community Policing Initiative)

<u>Summary</u>

Examples of Projects may include:

- 2020 Children's Summer Film Festival

EQUAL HOUSING OPPORTUNITY

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.

The Housing and Community Development Act of 1992 authorizes activities necessary to make essential repairs and payment of operating expenses needed to maintain the habitability of housing units acquired through tax foreclosure proceedings in order to prevent abandonment and deterioration of such housing in primarily low- and moderate-income neighborhoods.

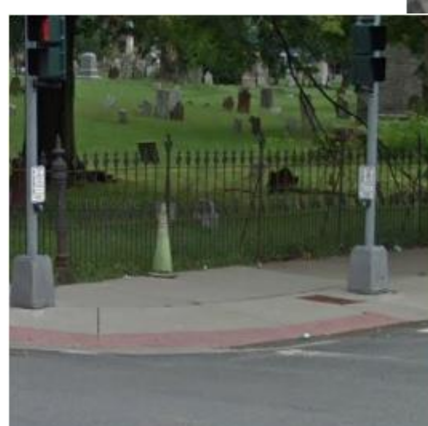
EQUAL HOUSING OPPORTUNITY

Project: Infrastructure Improvements
Budget: $225,000.00

Summary

Examples of projects may include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements



EQUAL HOUSING OPPORTUNITY

Project:	Housing	
Activities:	In Rem Property Project	($220,000.00)
	Homeowner Assistance	($50,000.00)

Summary

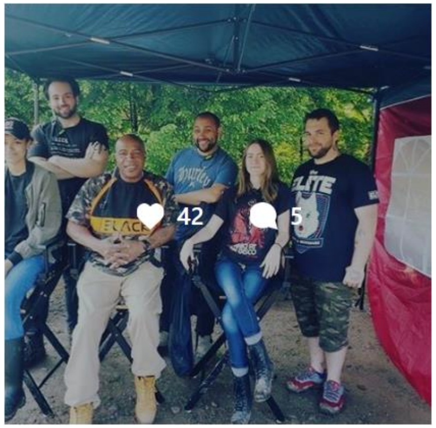
- Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.
- Funding to support City of Newburgh Housing Partner Homeowner Assistance Program.

Project: Economic Development
Budget: $25,000.00

Summary

Examples of projects may include:

- Business Signage/Façade Improvements
- Funding to Support Business Workforce Development Training.



EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

(New) FY2020 CDBG AAP Timeline
Substantial Amendment

June 2020: Public Hearing → June-July 2020: 30-Day Public Comment Period → July 2020: City Council Resolution to Accept Substantial Amendment → July 2020: Submit Substantial Amendment Documents to HUD → End of July/Early August, 2020: Anticipated HUD Approval of Substantial Amendment

EQUAL HOUSING OPPORTUNITY

SEAL OF THE CITY OF NEWBURGH
WASHINGTON'S HEADQUARTERS
NEWBURGH, N.Y.
INCORPORATED 1865

FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE – Substantial Amendment

FY2020 CDBG AAP Timeline

May 2019: Community Outreach Meetings → July 2019: Public Hearing (1), 30-Day public Comment Period (1) → Sept/Oct 2019: Public Hearing (2), 30-Day public Comment Period (2) → November 15, 2019: Submit Annual Action Plan to HUD → Q2, 2020: Anticipated Annual Action Plan Approval

FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

Subvención en Bloque para el Desarrollo de la Comunidad ("CDBG")

Año Fiscal 2020 - Plan Anual de Acción Enmienda Sustancial

Departamento de Planeamiento y Desarrollo
Mayo de 2020

EQUAL HOUSING OPPORTUNITY

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

EQUAL HOUSING OPPORTUNITY

Metas para el Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

- Desarrollo Económico sin Desplazamiento.
- Mejorar el alcance y comunicaciones con la comunidad.
- Apoyar un ambiente que valorice 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.

EQUAL HOUSING OPPORTUNITY

"CDBG" – Breve Introducción

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) Administrado por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD).

- Asignado a los gobiernos locales y estatales sobre la base de una fórmula.

- La Ciudad de Newburgh está bajo el Consorcio del Condado de Orange (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).

- Se requiere que la Ciudad de Newburgh prepare y presente un Plan General (*Consolidated Plan*) que establezca metas para el uso de los fondos CDBG. El nuevo Plan General de la Ciudad de Newburgh: Año Fiscal 2020-Año Fiscal 2024 (*FY2020-FY2024*)

- Los proyectos DEBEN ser consistentes con las prioridades nacionales del CDBG:
  - Actividades que beneficien a las personas de bajos-o-moderados ingresos;
  - La prevención o eliminación de barriadas precarias o barrios arruinados; o
  - Las actividades de desarrollo de la Comunidad que abarquen las amenazas urgentes a la salud o seguridad.

EQUAL HOUSING OPPORTUNITY

(Nuevo) Año Fiscal 2020 - Ciudad de Newburgh- Enmienda Sustancial

- De acuerdo con "24 CFR § 91.505 – Enmiendas al Plan General", pueden realizarse enmiendas a una jurisdicción del Plan Anual de Acción (AAP). La jurisdicción del Plan de Participación Ciudadana (CPP) determina el criterio para hacer una enmienda sustancial al AAP.

- El Plan de Participación Ciudadana (CPP) de la Ciudad de Newburgh requiere una enmienda sustancial cuando haya:
  - Un "cambio de más del 25 % del total de los fondos de la subvención otorgados para financiar una actividad".

  - Un "cambio del propósito, alcance, ubicación y beneficiarios de una actividad elegible a otra que abarque más del 25 % del total de los fondos previamente autorizados".

EQUAL HOUSING OPPORTUNITY

(Nuevo) Año Fiscal 2020 - Ciudad de Newburgh Enmienda Sustancial

- El proceso de enmienda sustancial incluye:

  - Actualización de un AAP previamente autorizado
  - Audiencia Pública
  - Período de Comentario Público
  - Presentación del AAP actualizado al Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD)

EQUAL HOUSING OPPORTUNITY

(Nuevo) Año Fiscal 2020 - Ciudad de Newburgh Enmienda Sustancial

- Actividades del Plan Anual de Acción actualizadas en el Año Fiscal 2020:

  Calidad de vida
  - ➢ Proyecto de Mejoramiento de Parques: $98,907.82 (Disminución $80,000)

  Acuerdo de Vigilancia Comunitaria/Servicios a los Barrios
  - ➢ Nueva Iniciativa de Vigilancia Comunitaria: $100,558.26 (Incremento de $80,000.00 proveniente del Mejoramiento de Parques + $20,558.26 proveniente del Festival de Cine de Verano/Noche de Salida Nacional)

EQUAL HOUSING OPPORTUNITY

La información adicional comienza en la siguiente diapositiva

(Nuevo) Año Fiscal 2020 - CDBG Proyectos/Financiación

Enmienda Sustancial

Actividades Propuestas (Ejemplos)	Financiación del proyecto	% de incremento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)	% de disminución del proyecto si la asignación de HUD es menor que la propuesta (aprox.)	Financiación Ajustada	Nuevos Totales	Enmienda Sustancial (Nuevo) Total
Salarios de 3 empleados a-tiempo-completo, En-Efecto Materiales para Propiedades, Entrenamiento En-Efecto,	$220,000.00	26%	Sin Cambio	$7,257.38	$227,257.38	$227,257.38
Programa de Asistencia a Propietarios de Vivienda	$50,000.00	6%	Sin Cambio	$1,674.78	$51,674.78	$51,674.78
Proyecto Calles Completas (ej. Mejoras ADA Corte-Bordillo)	$225,000.00	32%	10%	$8,932.16	$233,932.16	$233,932.16
Financiación para apoyar a empresas que requieran entrenamiento para desarrollar su fuerza de trabajo, Carteles de Empresas/Mejoramiento de Fachadas	$25,000.00	10%	Sin Cambio	$2,791.30	$27,791.30	$27,791.30
Enmienda: Mejoramiento de Parques, incluyendo mejoras del equipamiento de patios de juego.	$175,000.00	14%	10%	$3,907.82	$178,907.82	**$98,907.82**
Enmienda: 2020 Festival de Verano de Cine Infantil	$20,000.00	2%	Sin Cambio	$558.26	$20,558.26	**$0.00**
Enmienda: Iniciativa de Vigilancia Comunitaria						**$100,558.26**
Administración del Programa, Salario y Beneficios del Personal, Costes de Operación del Programa (incluyendo correo), Entrenamiento/Conferencia	$130,000.00	10%	10%	$2,791.30	$132,791.30	$132,791.30
Asignación Propuesta para el Año Fiscal 2020	$845,000.00			$27,913.00	$872,913.00	$872,913.00

EQUAL HOUSING OPPORTUNITY

Financiación de Contingencia

Si el monto de la actual asignación anual excede el presupuesto estimado, el presupuesto del proyecto se incrementará en:

Vivienda	Salario de 3 empleados a-tiempo-completo, Materiales para Propiedades En-Efecto, Entrenamiento En-Efecto,	$220,000.00	Sin cambio
	Programa de Asistencia a Propietarios de Vivienda	$50,000.00	Sin cambio
Mejoramiento de estructuras	Proyecto Calles Completas (ej. mejoras ADA Corte-Bordillo)	$225,000.00	10%
Desarrollo Económico	Financiación para apoyar los negocios que requieran desarrollo del entrenamiento de sus trabajadores, Carteles de tiendas/Mejoramiento de fachadas	$25,000.00	Sin cambio
Mejoramiento de Parques	Mejoramiento de parques, incluyendo mejoras del equipamiento de los patios de juegos infantiles	$175,000.00	10%
Vigilancia Comunitaria/Servicios a los Barrios	2020 Festival de Verano de Cine Infantil	$20,000.00	Sin cambio
Administración	Administración de Programas, Salario y Beneficios del Personal, Costos Operativos del Programa (incluyendo correo), Entrenamiento/Conferencia	$130,000.00	10%

Financiación de Contingencia

Si el monto de la actual asignación anual es menor que el presupuesto estimado, el presupuesto del proyecto disminuirá en:

Vivienda	Salario de 3 empleados a-tiempo-completo, Materiales para Propiedades En-Efecto, Entrenamiento En-Efecto,	$220,000.00	Sin cambio
	Programa de Asistencia a Propietarios de Vivienda	$50,000.00	Sin cambio
Mejoramiento de estructuras	Proyecto Calles Completas (ej. mejoras ADA Corte-Bordillo)	$225,000.00	10%
Desarrollo Económico	Financiación para apoyar los negocios que requieran desarrollo del entrenamiento de sus trabajadores, Carteles de tiendas/Mejoramiento de fachadas	$25,000.00	Sin cambio
Mejoramiento de Parques	Mejoramiento de parques, incluyendo mejoras del equipamiento de los patios de juegos infantiles	$175,000.00	10%
Vigilancia Comunitaria/Servicios a los Barrios	2020 Festival de Verano de Cine Infantil	$20,000.00	Sin cambio
Administración	Administración de Programas, Salario y Beneficios del Personal, Costos Operativos del Programa (incluyendo correo), Entrenamiento/Conferencia	$130,000.00	10%

EQUAL HOUSING OPPORTUNITY

Nuevo – Enmienda Sustancial
Proyecto: Mejoramiento de Parques
Previo Presupuesto Aprobado: $178,907.82
Nuevo Presupuesto: $98,907.82

<u>Sumario</u>

Ejemplos de proyectos pueden incluir:

- Mejoras/Actualización de equipamiento de juegos infantiles
- Cercas

EQUAL HOUSING OPPORTUNITY

Nuevo – Enmienda Sustancial
Proyecto: Vigilancia Comunitaria/Servicios a los Barrios – Nueva Iniciativa de Vigilancia Comunitaria
Presupuesto Previamente Aprobado: $0.00
Nuevo Presupuesto: $100,558.26

Sumario

Ejemplos de las actividades que pueden incluirse:

- Estacionar/Caminar-para-hablar (*Walk-n-Talk*)
- Esfuerzos innovadores de Vigilancia Comunitaria realizados de acuerdo con la distancia-social segura (según requisito)
- Materiales para la Vigilancia Comunitaria

EQUAL HOUSING OPPORTUNITY

Nuevo – Enmienda Sustancial
Proyecto: Vigilancia Comunitaria/Servicios a los Barrios
Presupuesto Previamente Aprobado: $20,558.26
Nuevo Presupuesto: $0.00 (Fondos reasignados a la nueva Iniciativa de Vigilancia Comunitaria)

Sumario

Ejemplo de Proyecto puede incluir:

- 2020 Festival de Verano de Cine Infantil

Destacados del Programa de Propiedades En-Efecto

- El personal consta de 2 empleados a-tiempo-completo del Departmento de Obras Públicas y 1 empleado del Departamento de Planeamiento y Desarrollo dedicados al programa que está en-efecto.

- Provee mantenimiento y seguridad a las propiedades vacantes. Mantiene las propiedades habitables, el buen aspecto de los barrios, conserva/incrementa el valor de las propiedades.

La Ley de Desarrollo Comunitario y Vivienda de 1992 autoriza las actividades necesarias para realizar reparaciones esenciales y pagos de las expensas de operación necesarios para mantener la habitabilidad de las unidades de vivienda adquiridas a través de ejecución fiscal con el objeto de prevenir el abandono y deterioro de dichas viviendas, ubicadas principalmente en barrios de bajos-o-moderados ingresos.

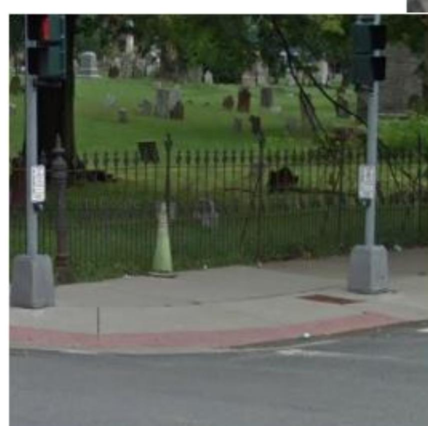
EQUAL HOUSING OPPORTUNITY

Proyecto: Mejoramientos de Infraestructura
Presupuesto: $225,000.00

Sumario

Ejemplos de Proyectos pueden incluir:

- "Calles Completas" Mejoras para Accesos Seguros
- Mejoramiento de aceras



EQUAL HOUSING OPPORTUNITY

Proyecto: Vivienda
Actividades: Proyecto de Propiedades En-Efecto ($220,000.00)
Asistencia a Propietarios ($50,000.00)

Sumario

- Financiación continua para el programa En-Efecto; incluyendo los salarios de 3 empleados a-tiempo-completo (2 empleados DPW y el Especialista en Desarrollo Económico); En-Efecto materiales para el programa de propiedades, como ser, pintura, madera contrachapada; Entrenamiento En-Efecto.
- Fondos para apoyar al Programa de Asistencia de la Ciudad de Newburgh en Asociación con Propietario de Vivienda.

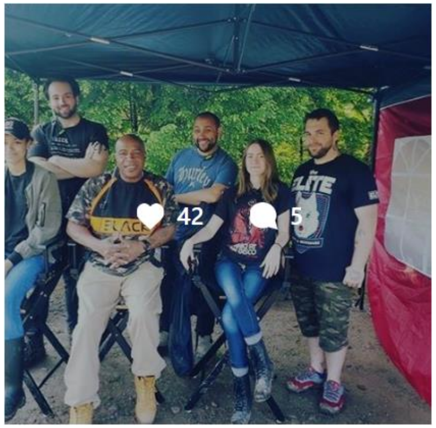
EQUAL HOUSING OPPORTUNITY

Proyecto: Desarrollo Económico
Presupuesto: $25,000.00

Sumario

Ejemplos de Proyectos pueden incluir:

- Mejoramiento de fachadas/carteles de empresas
- Financiación para Apoyar el Entrenamiento que Desarrolla al Personal de Empresas



Proyecto: Administración
Fondos del Proyecto: $130,000.00

Sumario

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

(Nuevo) Año Fiscal 2020 - CDBG - AAP
Línea del Tiempo
Enmienda Sustancial

- Junio 2020: Audiencia Pública
- Junio-Julio 2020: Período de 30-Días de Comentari oPúblico
- Julio 2020: Resolución del Ayunta-miento para aceptar Enmienda Sustancial
- Julio 2020: Presenta-ción al HUD de Documento de Enmienda Sustancial
- Fin de Julio/Comien zo de Agosto 2020: Aprobación Anticipada de Enmienda Sustancial por el HUD

EQUAL HOUSING OPPORTUNITY

SEAL OF THE CITY OF NEWBURGH INCORPORATED 1865

Año Fiscal 2020 - SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO DE LA COMUNIDAD (CDBG)
LÍNEA DEL TIEMPO DE LOS PROYECTOS – Enmienda Sustancial

Año Fiscal 2020 - CDBG - AAP
Línea del Tiempo

- Mayo 2019: Reuniones de Participa-ción de la Comunidad
- Julio 2019: Audiencia Pública (1), 30-Días de Comentario Público (1)
- Sep/Oct 2019: Audiencia Pública (2), 30-Días de Período de Comentario Público (2)
- Noviembre 15, 2019: Presenta-ción del Plan Anual de Acción al HUD
- 2.º Trimestre de 2020: Aprobación Anticipada del Plan Anual de Acción

Año Fiscal 2020 - SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO DE LA COMUNIDAD (CDBG)
LÍNEA DEL TIEMPO DE LOS PROYECTOS – Enmienda Sustancial

EQUAL HOUSING OPPORTUNITY

RESOLUTION NO.: __119__ - 2020

OF

MAY 28, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JUNE 8, 2020 TO HEAR PUBLIC COMMENT CONCERNING A SUBSTANTIAL AMENDMENT TO THE CITY OF NEWBURGH CDBG FY2019 ANNUAL ACTION PLAN FOR THE 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 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 and a public hearing;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a 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 8th day of June, 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 June 8, 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 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_nH9rwoDKQjGhCeUEy6IdPw. Please note that there is an underscore between the "N" and "n").

To order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Friday, June 5, 2020 through the Zoom App:
https://zoom.us/webinar/register/WN_nH9rwoDKQjGhCeUEy6IdPw. Please note that there is an underscore between the "N" and "n"). 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 4:00 p.m. on Friday, June 5, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

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 May [illegible], 2020 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this [illegible] day of May, 2020

City Clerk

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

Department of Planning & Development
May, 2020

EQUAL HOUSING OPPORTUNITY

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

EQUAL HOUSING OPPORTUNITY

(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.

EQUAL HOUSING OPPORTUNITY

(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."

EQUAL HOUSING OPPORTUNITY

(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)

EQUAL HOUSING OPPORTUNITY

(New) City of Newburgh FY2019 Substantial Amendment

- To expedite and streamline use of the special allocation of CDBG funding, CDBG-CV, the special allocation will be added to the City of Newburgh FY2019 AAP.

- New Activities added to the FY2019 AAP:

  Public Service
  - Emergency Income Payments (Rent): $413,511.00
  - Emergency Food Service - CARES Act (CDBG-CV): $50,000.00

  Administration
  - Administration - CARES Act (CDBG-CV): $102,702.20

Additional information begins on Slide 11

EQUAL HOUSING OPPORTUNITY

"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.

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

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

EQUAL HOUSING OPPORTUNITY

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

Year 5 of the 5 Year Plan 2015 - 2019

EQUAL HOUSING OPPORTUNITY

FY2019 Entitlement + CARES Act Funding Amended CDBG Projects/Funding

Project Name	Description	Project Funding FY2019 Annual Entitlement (CDBG-EN) Funding	Project Funding FY2019 EN + CARES Act (CDBG-CV) Allocation
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
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.		**$50,000.00**
	CARES Act (CDBG-CV): Public Service: Public Service program to provide emergency income payment (rent), to cover rent due to lack of income as a direct result of the COVID-19 crisis.		**$413,511.00**
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.		**$50,000.00**
	Total	$838,786.00	$1,352,297.00

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Public Service, Emergency Food Service - CARES Act (CDBG-CV)
Previous Budget: $0.00
New Budget: $50,000.00

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. Funding to be provided to organization through Request For Proposal (RFP) process.

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Public Service, Emergency Income (Rent) Payment - CARES Act (CDBG-CV)
Previous Budget: $0.00
New Budget: $413,511.00

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

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Administration - CARES Act (CDBG-CV)
Previous Budget: $0.00
Budget: $50,000.00

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

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

Project: Complete Streets Project
Budget: $225,000.00

Summary: Funding to support the following Complete Streets projects:

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

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

Project: Community Policing/Neighborhood Services

Budget: $18,000.00

Summary: Funding to support:

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

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

FY2019 CDBG-CV Projects Timeline (New)

June, 2020	June, 2020	June, 2020	3rd Quarter, 2020
Hold Public Hearing	5-Day Public Comment Period	City Council Resolution	CDBG-CV funds deposited into Line of Credit

EQUAL HOUSING OPPORTUNITY

SEAL OF THE CITY OF NEWBURGH
WASHINGTON'S HEADQUARTERS
NEWBURGH, N.Y.
INCORPORATED 1865

FY 2019 CDBG-CV PROJECTS TIMELINE

FY2019 CDBG Projects Timeline

10/2018	11/2018	11/2018	2nd Quarter, 2019
Open 30-Day Public Comment Period	Public Hearing/Close 30-Day Public Comment Period	Enter FY2019 into HUD System (IDIS)	Receive FY2019 Allocation from HUD

EQUAL HOUSING OPPORTUNITY

FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

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

Departamento de Planeamiento y Desarrollo
Mayo de 2020

EQUAL HOUSING OPPORTUNITY

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

EQUAL HOUSING OPPORTUNITY

(Nuevo) Financiación de Ley CARES

- En abril de 2020, la Ciudad de Newburgh recibió una asignación 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 asignación de fondos fue autorizada por la Ley de Ayuda, Alivio y Seguridad Económica por Coronavirus (CARES Act 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.

EQUAL HOUSING OPPORTUNITY

(Nuevo) Ciudad de Newburgh - Año Fiscal 2019 Enmienda Sustancial

- Conforme a la “24 CFR § 91.505 – Enmiendas al Plan General”, 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) requires 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”.

EQUAL HOUSING OPPORTUNITY

(Nuevo) Ciudad de Newburgh - Año Fiscal 2019 Enmienda Sustancial

- Debido a que la Ley CARES otorga una asignación 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 al Plan Anual de Acción previamente autorizado
  - Audiencia pública
  - Período de comentarios públicos
  - Presentación del AAP actualizado al Departmento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD)

EQUAL HOUSING OPPORTUNITY

(Nuevo) Ciudad de Newburgh - Año Fiscal 2019
Enmienda Sustancial

- Para agilizar y optimizar el uso de la asignación especial de los fondos de CDBG, la asignación especial CDBG-CV se agregará al AAP del Año Fiscal 2019 de la Ciudad de Newburgh.

- Nuevas Actividades agregadas al Año Fiscal del AAP de 2019:

  Servicio Público

  - Pago de Ingresos de Emergencia (Alquiler): $413,511.00
  - Servicios de Emergencia Alimentaria – Ley CARES (CDBG-CV): $50,000.00

  Administración

  - Administración – Ley CARES (CDBG-CV): $102,702.20

La información adicional comienza en la diapositiva 11

EQUAL HOUSING OPPORTUNITY

"CDBG" Breve Introducción

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) – Administrado por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD).

- Asignado 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.

EQUAL HOUSING OPPORTUNITY

Metas para el Desarrollo Comunitario de la Ciudad de Newburgh

- Desarrollo Económico sin Desplazamiento.

- Mejorar la comunicación y extensión comunitaria.

- Apoyar un ambiente que valorice 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.

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

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

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

EQUAL HOUSING OPPORTUNITY

Correspondiente al Año Fiscal 2019 + Fondos Ley CARES Proyectos/Fondos CDBG Enmendados

Nombre del Proyecto	Descripción	Fondos Proyectos Año Fiscal 2019 – Financiación Anual Correspondiente por Derecho (CDBG-EN)	Financiación Proyecto Año Fiscal 2019 EN + Asignación Ley CARES (CDBG-CV)
En-Efecto Programa de Propiedades	Salarios de 3 empleados a-tiempo-completo, En-Efecto Aprovisionamiento a Propietarios, Entrenamiento En-Efecto	$215,000.00	$215,000.00
Complete Streets Program	Aceras, Mejoramiento de fachadas de negocios, infraestructura	$225,000.00	$225,000.00
Mejoramiento de Parques	Mejoramiento de Parques	$190,786.00	$190,786.00
Acuerdos de Vigilancia Comunitaria / Services 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 a individuos en cuarentena o individuos que necesiten mantener distancia social debido a sus vulnerabilidades médicas.		**$50,000.00**
	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.		**$413,511.00**
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	Costos: 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, traducción de lenguaje, correo, salario, reuniones/entrenamiento.		**$50,000.00**
	Total	$838,786.00	$1,352,297.00

EQUAL HOUSING OPPORTUNITY

Adición por Enmienda Sustancial (Nuevo)
Proyecto: Servicios Públicos, Servicios de Emergencia Alimentaria – Ley CARES (CDBG-CV)
Anterior Presupuesto: $0.00
Nuevo Presupuesto: $50,000.00

Sumario: Proveer equipamiento, suministros y materiales necesarios para llevar a cabo los servicios públicos; entregar comidas a domicilio (*meals on wheels*) a individuos en cuarentena o individuos que necesiten mantener distancia social debido a su vulnerabilidad médica. Los fondos se proveerán a organizaciones a través de un proceso de Petición para Proyecto (*Request For Proposal* (RFP por sus siglas en inglés)).

Agregado por Enmienda Sustancial (Nuevo) Proyecto: Servicio Público, Ingresos de Emergencia (Alquiler) Pago – Ley CARES (CDBG-CV) Anterior Presupuesto: $0.00 Nuevo Presupuesto: $413,511.00

Sumario: programa de Servicio Público para proveer pagos de ingresos de emergencia (alquiler), para cubrir alquileres, debido a la falta de ingresos como resultado directo de la crisis del COVID-19.

EQUAL HOUSING OPPORTUNITY

Agregado por Enmienda Sustancial (Nuevo)
Proyecto: Administración – Ley CARES (CDBG-CV)
Anterior Presupuesto: $0.00
Presupuesto: $50,000.00

Sumario: Financiación de la Administración del Programa de fondos CDBG-CV. Incluye los costos de administración del programa, como por ejemplo, notificaciones públicas, traducción de lenguaje, correo, salarios, reuniones/entrenamientos.

EQUAL HOUSING OPPORTUNITY

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); En-Efecto materiales para el programa de propiedades, como ser, pintura, madera contrachapada; Entrenamiento En-Efecto.

EQUAL HOUSING OPPORTUNITY

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. Mantenimiento de la habitabilidad de las propiedades, conservación del buen aspecto de los barrios y mantener/incrementar el valor de las propiedades.

EQUAL HOUSING OPPORTUNITY

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

EQUAL HOUSING OPPORTUNITY

Proyecto: Mejoramiento de Parques
Presupuesto: $200,000.00

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

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

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

Año Fiscal 2019 de CDBG-CV - Línea del Tiempo de los Proyectos (Nuevo)

Junio de 2020	Junio de 2020	Junio de 2020	3.º Trimestre de 2020
Realización de Audiencia Pública	Período de 5-Días de Comentarios Públicos	Resolución del Ayuntamiento	Fondos CDBG-CV depositados en Línea de Crédito

EQUAL HOUSING OPPORTUNITY

SEAL OF THE CITY OF NEWBURGH
WASHINGTON'S HEADQUARTERS
NEWBURGH, N.Y.
INCORPORATED 1865

Año Fiscal 2019 CDBG - Línea del Tiempo de los Proyectos

10/2018	11/2018	11/2018	2.º Trimestre de 2019
Abierto el Período de 30-Días de Comentarios Públicos	Audiencia Pública/Cierre del Período de 30-Días de Comentarios Públicos	Entrada del Año Fiscal 2019 en el Sistema de HUD (IDIS)	Recepción de Año Fiscal 2019 Asignación de HUD (*Allocation from HUD*)

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

EQUAL HOUSING OPPORTUNITY

RESOLUTION NO.: __________ - 2020

OF

JUNE 8, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 5 TO A CONTRACT WITH BARTON & LOGUIDICE, D.P.C. FOR PROFESSIONAL ENGINGEERING SERVICES AT NO ADDITIONAL COST TO TRANSFER $5,000 FROM CWSRF FUNDING/REPORTING SERVICES TO CONSTRUCTION ASSISTANCE SERVICES TO FACILITATE COMPLETION OF THE LIBERTY STREET AND GRAND STREET SANITARY SEWER IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh has experienced failures in the combined sanitary sewer system in the vicinity of Liberty Street and Grand Streets which has resulted in repeated sewer backups to residences, and deteriorated sewer mains on Liberty and Grand Streets; and

WHEREAS, Liberty Street and Grand Street Sanitary Sewer Improvements Project ("the Project") was listed on the New York State Environmental Facilities Corporation ("EFC") multi-year intended use plan as Project No. C3-7332-09-00 with a score sufficient to qualify for Project financing through EFC's traditional loan programs; and

WHEREAS, the EFC's Storm Mitigation Loan Program ("SMLP") offers a financing option for the Project consisting of a combination of 25% grant funding and 75% zero-interest loans which provide a potential Project savings to the City of 25% of the total project cost of approximately $300,000.00, and by Resolution No.: 28-2014 of February 10, 2014, the Council authorized the Interim City Manager to execute a contract with Barton & Loguidice, D.P.C. for professional engineering services necessary to complete the application for the grant funding at a cost not to exceed $19,900.00; and

WHEREAS, by Resolution No.: 29-2014 of February 10, 2014, the Council authorized the Interim City Manager to apply for and accept if awarded a grant and zero interest loan financing from the EFC SMLP in an estimated Project cost of $1,150,800.00, and upon the award of such funding to enter into and execute a documents and contracts with the EFC for said purposes and further, to carry out and comply with the terms of such project agreement(s); and

WHEREAS, by Resolution No. 289-2014 of November 24, 2014, the Council authorized the City Manager to execute an agreement for professional engineering services with Barton & Loguidice, D.P.C. in an amount not to exceed $256,600.00 for the design and construction inspection services of new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets and assistance to secure funding awarded under the EFC SMLP for the Liberty Street and Grand Street Sanitary Sewer Improvements Project; and

WHEREAS, by Resolution No. 48-2015 of March 23, 2015, the City Council authorized the City Manager to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. for the administration of CDBG-DR program funds in connection with funding awarded under the EFC SMLP for the Project; and

WHEREAS, by Resolution No. 195-2018 of August 13, 2018, the Council authorized the City Manager to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. due to the discovery of unknown existing underground utilities encountered during construction design changes were required for the Project resulting in the need for an extension of time of 36 days to complete the Project as well as additional construction phase professional engineering services for the Project in an amount not to exceed $254,000.00; and

WHEREAS, by Resolution No. 5-2020 of January 13, 2020, the Council authorized the City Manager to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. for required additional submissions to EFC, construction administration services and construction observation services at a cost of $55,000.00 for the Project; and

WHEREAS, a contract amendment at no additional cost to the City is necessary for the transfer of Project funding in the amount of $5,000 from CWSRF Funding/Reporting services to Construction Assistance services is required by EFC to complete Project close-out documents; and

WHEREAS, this Council has determined that amending the professional engineering services contract with Barton & Loguidice, D.P.C. to facilitate the completion of the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. at no additional cost to the City of Newburgh to transfer $5,000 from CWSRF Funding/Reporting services to Construction Assistance services to complete Liberty Street and Grand Street Sanitary Sewer Improvements Project close-out documents with the New York State Environmental Facilities Corporation.

AMENDMENT NUMBER 5 ("Amendment")
TO THE
AGREEMENT DATED NOVEMBER 24, 2014 ("Agreement")
BETWEEN
THE CITY OF NEWBURGH ("Owner")
AND
BARTON & LOGUIDICE, D.P.C. ("Engineer")
FOR
PROFESSIONAL SERVICES FOR LIBERTY AND GRAND STREET SEWER IMPROVEMENT ("Project")

The above referenced Agreement between Owner and Engineer is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Engineer, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

A. The scope of services to be performed by Engineer is hereby modified as described in Attachment One.

2. Change in Compensation for Services

A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be zero dollars ($0.00), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Engineer for this Project.

B. Owner's method of payment to Engineer shall be as set forth in the Agreement referenced above.

3. Total Agreement

A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Engineer for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

OWNER:	The City of Newburgh	ENGINEER:	Barton & Loguidice, D.P.C.
By:		By:	Donald H Fletcher
	Joe Donat		Donald H. Fletcher
Title:	City Manager	Title:	Senior Vice President
Date Signed:		Date Signed:	5/19/2020

1352.005.002_B&L Amendment #5-051920 (ID 2031986)

RECOMMENDED BY:

Jason Morris P.E. Date
City Engineer

APPROVED AS TO FINANCES:

Todd Venning Date
City Comptroller

APPROVED AS TO FORM:

Michelle Kelson Date
Corporation Council

This Amendment is zero ($0.00) cost to modify the costs associated with individual scope items in the contract. The following changes will be made:

- Remove $5,000 from CWSRF Funding/Reporting services
- Add $5,000 to Construction Assistance services

RESOLUTION NO.: ________ - 2020

OF

JUNE 8, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR PROFESSIONAL FINANCIAL SERVICES FOR A STORMWATER USER FEE PLANNING STUDY AT A COST OF $68,860.00 AND AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER FUNDS FROM SEWER FUND CONTINGENCY EMERGENCY TO SEWER FUND OTHER SERVICES

WHEREAS, The Phase II Stormwater Program of the New York State Department of Environmental Conservation ("NYSDEC") requires the City of Newburgh, as an operator of Municipal Separate Storm Sewer Systems ("MS4s"), to prepare and implement a Stormwater Management Plan, which the City prepared and finalized in September 2016 addressing six program elements designed to reduce the discharge of pollutants to the maximum extent practicable; and

WHEREAS, by Resolution Nos. 219-2011 of October 24, 2011 and 303-2015 of November 23, 2015, the City Council approved a Consent Order with the NYSDEC to resolve violations at the Wastewater Treatment Plant and develop a Long Term Control Plan to address combined sewer overflows and the implementation of green stormwater infrastructure to reduce runoff and combined sewer overflows with a program cost of approximately $39 million over 15 years; and

WHEREAS, the City desires to establish and evaluate a dedicated funding source to help pay for stormwater system operations, maintenance, and capital needs associated with these regulatory requirements; and

WHEREAS, Raftelis Financial Consultants, Inc. is qualified to provide such professional financial services and has prepared a proposal for a stormwater user fee planning study for the City to evaluate establishing a dedicated funding source to help pay for the stormwater system program; and

WHEREAS, the cost of the stormwater user fee planning study will be $68,860.00 and funding will be transferred from G.1900.1990 – Contingency Emergency to G.1440.0448 – Other Services; and

WHEREAS, this Council determines accepting the proposal and entering into a contract with Raftelis Financial Consultants, Inc. for professional financial services in connection with the development of a stormwater user fee planning study 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 proposal and execute a contract with Raftelis Financial Consultants, Inc. for professional financial services for a stormwater user fee planning study at a cost of $68,860.00; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
Sewer Fund Contingency Emergency	G.1900.1990	$69,000.00	
Sewer Fund Sanitary Sewers Other Services	G.1440.0448		$69,000.00

RAFTELIS
4 British American Boulevard Latham, NY 12110
www.raftelis.com

May 28, 2020

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

RE: Stormwater Fee Planning Study Proposal

Dear Mr. Morris:

At your request, Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this proposal to the City of Newburgh ("City") to complete a stormwater fee planning study to assist the City in considering, and planning for, the implementation of a new stormwater fee to fund stormwater costs related to the City's MS4 regulations and potentially a portion of the City's Long-Term Control Plan. This study will include identifying stormwater-related revenue requirements, examining the City's parcel impervious area data, evaluating and recommending stormwater fee options, projecting customer stormwater bills, and identifying the benefits of implementing a new stormwater fee. A description of our understanding of the project and the proposed scope of work to meet the City's needs is provided herein.

Project Understanding

The Phase II Stormwater Program of the New York State Department of Environmental Conservation ("NYSDEC") requires the City and other municipalities that operate Municipal Separate Storm Sewer Systems ("MS4s") to prepare and implement a Stormwater Management Plan. The City is considered an MS4 area, subject to these regulations. The City prepared and finalized its Stormwater Management Plan in September 2016. This plan addresses six program elements designed to reduce the discharge of pollutants to the maximum extent practicable. In addition, in 2016, the City signed an order on consent with the NYSDEC to address combined sewer overflows, with a program cost of approximately $39 million over 15 years. A portion of the Long Term Control Plan (LCTP) involves implementation of green stormwater infrastructure to reduce runoff and combined sewer overflows.

The City desires to consider establishing a dedicated funding source to help pay for stormwater system operations, maintenance, and capital needs associated with these regulatory requirements. Further, the City has reviewed other stormwater fee systems in New York State (i.e. Ithaca's stormwater fee system) and desires to develop a similar fee system for the City.

Project Scope of Work

Task 1 –Kickoff Meeting and Information Gathering

Upon project initiation, Raftelis will facilitate a meeting to kickoff the project and to discuss the City's existing and planned stormwater program. The meeting will help to confirm the project objectives, scope of work, and schedule. We will also utilize this meeting to begin gathering data and information to complete the study, including the City's existing stormwater program practices and procedures, current and anticipated future costs, preferences regarding the fee structure, and information available to support the stormwater fee implementation and the potential data gaps. Such information will also include available parcel data, impervious area data, GIS information, and customer billing information.

Prior to facilitating the kickoff meeting, we will prepare and provide the City with a preliminary information request and will review any information received from the City prior to the meeting.

Task 2 – Identification of City Stormwater Costs and Annual Revenue Requirements

Raftelis will review and compile information received from the City regarding current and anticipated future costs associated with City stormwater management. This will be accomplished by working with the City to identify the stormwater program elements, activities, and associated costs. We will facilitate up to two meetings with the City to identify operational program activities and priorities of City necessary for compliance with stormwater regulatory requirements. These stormwater activities may include operations, compliance activities (audits, ordinances, etc.), work practices (e.g., permit processes, plan review, stormwater maintenance activities, etc.), business processes, information/GIS systems, data management, and administrative activities. The cost of these program activities will be estimated by the City, and reviewed by Raftelis, for incorporation into the financial forecast.

The work under this task will also include identifying stormwater-related capital costs to be recovered with the stormwater fee. This will entail working with the City to identify which capital costs should be recovered through a stormwater fee and which should be recovered from other revenue sources. To accomplish this, we will review historical and planned future stormwater capital costs and segregating these costs into the stormwater and wastewater portions.

Once the stormwater operational and capital costs are identified, we will prepare a financial forecast that estimates and identifies the annual stormwater program revenue requirements. The financial forecast will include a projection of stormwater O&M and capital revenue requirements over a five-year forecast period.

We will prepare and provide the City with a draft financial plan that identifies the stormwater revenue requirements and a recommended funding plan, and then meet with the City to review the draft plan. Upon receipt of any comments, we will prepare a final plan for inclusion in the report.

Task 3 – Review of Property Impervious Area Information

Under this task, Raftelis will review and evaluate the City's existing stormwater customer property data. City staff have informed us that they have already developed residential and commercial impervious area data as part of the prior work that has been completed. Therefore, it is assumed that the City will provide property and impervious area data so that we can leverage this information in helping the City develop a stormwater fee structure. The property data that is gathered from City will be reviewed for accuracy and sufficiency in use for stormwater billing purposes. This information will also be analyzed to help identify the potential unit of charge (such as an equivalent residential unit or ERU), total the amount of impervious area by property, segregate properties by property type (e.g., residential and various types of commercial properties), and assess the ease with which property data may be linked to water and wastewater customer billing accounts for billing purposes. This analysis will result in the creation of draft data to be employed for modeling stormwater fee structures and describe customer impacts.

Following the review and analysis of City impervious area data, we will facilitate a teleconference with the City to discuss the data, any data gaps or issues, and discuss resolution of data gaps, if any.

Task 4 – Develop and Evaluate Stormwater Fee Structure Alternatives

Raftelis will identify, review, and evaluate stormwater fee structures that may be suitable for the City based on its objectives and characteristics of the stormwater system. Based on this evaluation, we will provide the City with an evaluation of stormwater fee structure alternatives and make recommendations to the City for implementation of a stormwater fee structure. The recommendation will be made based on input from City, and our knowledge of customary stormwater fee structures, and our implementation experience.

Various stormwater fee structure alternatives commonly used in the industry will be identified, and their advantages, disadvantages, and potential relevance to the City will be summarized for the City. This will include a summary of stormwater fee structures that have been utilized by other municipalities in the Northeast and across the country. This information will be summarized and provided to the City for review and consideration. We will then facilitate a meeting with City to discuss the stormwater fee structure alternatives and provide preliminary recommendations.

Following this meeting, Raftelis will prepare a Microsoft Excel-based stormwater fee model that will include an analysis of up to two stormwater fee alternatives selected as most suitable for the City. The model will incorporate the estimated revenue requirements developed under Task 2, stormwater customer data, and calculations of stormwater fees for the alternatives. The stormwater fee model will have functionality to calculate monthly or annual stormwater fees, typical customer bills for residential and commercial customers, and projections of revenues anticipated to be generated by the stormwater fees.

As a part of the rate structure alternatives analysis, we will review options for credit programs with the City. The credit program will provide a means for property owners to mitigate their stormwater fee if they implement runoff reduction measures for onsite stormwater management and is a key benefit of funding stormwater services through a fee. The potential for stormwater credits will be incorporated into the stormwater fee calculations and stormwater fee model described in this previous task to demonstrate their impact on the calculated stormwater fees.

Specifically, we will prepare a list of potential stormwater credits commonly offered by other existing stormwater fee structures and review this list with the City so that it can consider the credit options and we can jointly identify the options that are most relevant to the City. Credits and credit program information will be compiled from other established stormwater fee programs in the Northeast and from across the Country. This information will be summarized and provided to the City for consideration.

Upon summarizing and providing the City with stormwater credit information, we will facilitate a teleconference or meeting with the City to review the credit information.

Upon completion of the draft stormwater fee model, we will meet with the City to review the model results and provide preliminary stormwater fee recommendations for consideration prior to finalizing our stormwater fee recommendations.

Task 5 – Feasibility and Implementation Considerations

Raftelis will review and summarize the feasibility and implementation considerations not otherwise addressed in tasks 1-4. The primary considerations, in addition to financial, data availability and quality, and rate structure and rates are:

- Public perception
- Organization and legal, and
- Billing mechanism and customer service

To provide a high-level assessment of these areas, Raftelis will gather data through staff interviews and other available data as needed. We anticipate that a meeting with City's counsel and with staff with knowledge about the available billing software, at least, would be required. The findings from this phase will be incorporated into the Stormwater Fee Study Report, described in task 6.

Task 6 – Prepare Stormwater Fee Study Report

Raftelis will prepare a draft Stormwater Fee Study report that documents the work described above, including:

- data and assumptions utilized
- estimated stormwater-related costs to be recovered from the stormwater fee
- evaluation and recommendations regarding the stormwater fee structure and alternatives considered
- identification of recommended stormwater fee credits

- estimation of potential customer bill impacts, and
- suggestions regarding the next steps in the process for implementation.

One draft version of the report will be prepared. Upon receipt of any comments from City, a final version of the report will be prepared and provided to the City.

Task 7 –Stakeholder Meetings

Raftelis will participate in a City Council meeting and one public or stakeholder advisory meeting to present the results of the draft stormwater fee study, answer any questions, and obtain input from the stakeholders. Upon receipt of feedback from these stakeholder meetings, we will produce a final version of the stormwater fee study report. In preparation for these meetings, we will assist City staff in the preparation of summary materials for the meetings.

Budget and Schedule

Raftelis proposes to complete this scope of work on a time and materials basis for a not-to-exceed cost of $68,860 in accordance with the attached fee estimate. Throughout the course of this project, Raftelis will keep the City informed of costs incurred in connection with this scope of work. We anticipate that the project scope of work can be completed in a three to six-month timeframe.

Thank you for the opportunity to provide our financial consulting services to the City. If you need any additional information or have any questions regarding this proposal, please contact me at 518-391-8944.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.

John M. Mastracchio

John M. Mastracchio, CFA
Vice President

CC:
Henrietta Locklear (Raftelis)

City of Newburgh - Stormwater Fee Study

Fee Summary

Tasks	VP / Principal Consultant	Senior Consultant	Consultant	Associate Consultant	Admin	Total Hours	Labor Cost	T&C Charge	Travel	Total Cost
Labor Rates	$295	$210	$185	$155	$80			$10		
1. Kickoff and Information Gathering	8	12	0	0	1	21	**$4,960**	**$210**	$180	**$5,350**
2. Develop Stormwater Revenue Requirements	12	16	0	16	0	44	$9,380	$440	$360	**$10,180**
3. Review Property Impervious Area Information	8	12	40	0	0	60	**$12,280**	**$600**	$0	**$12,880**
4. Develop Stormwater Fee Structure Alternatives	12	28	0	16	1	57	$11,980	$570	$180	**$12,730**
5. Feasibility and Implementation Considerations	8	8	0	0	0	16	**$4,040**	**$160**	$0	**$4,200**
6. Prepare Stormwater Fee Study Report	20	36	0	24	2	82	$17,340	$820	$0	**$18,160**
7. Stakeholder Meetings	8	12	0	0	0	20	**$4,880**	**$200**	$280	**$5,360**
Subtotals	**76**	**124**	**40**	**56**	**4**	**300**	**$64,860**	**$3,000**	**$1,000**	**$68,860**

T& C = Technology and communication charge.

RESOLUTION NO.: __________ - 2020

OF

JUNE 8, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KIMLEY HORN OF NEW YORK, P.C. TO PERFORM A PARKING METER EXPANSION FEASIBILITY STUDY AT A COST OF $30,300.00

WHEREAS, the City Council of the City of Newburgh has identified parking as an important issue with respect to attracting businesses, increasing parking turnover, and creating more viable commercial areas around the City; and

WHEREAS, the City of Newburgh presently maintains a single space, on-street parking meter program along Broadway, and no meter program in its municipal parking lots or along the waterfront; and

WHEREAS, the City wishes to evaluate the areas along Broadway corridor, the waterfront, and its municipal parking lots to better manage parking turnover, improve parking performance, and maximize parking revenues based on growing levels of parking demand; and

WHEREAS, the City of Newburgh has received a proposal from Kimley Horn of New York, P.C., to provide professional parking study services that includes performance of a parking meter expansion feasibility study, with said study to review the City's current parking program and parking management strategies, make recommendations for potential parking meter expansion, and provide advice on requests for proposal with respect to parking meter installations; and

WHEREAS, the cost of the study will not exceed $30,300.00, plus reimbursable expenses, and funding shall be derived from H1.1330.0205.0000.2020; and

WHEREAS, this Council has determined that accepting such proposal and entering into the contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a contract for professional parking study services to perform a parking meter expansion feasibility study at a cost not to exceed $30,300.00, plus reimbursable expenses.

Agreement

City of Newburgh Parking Meter Expansion Feasibility Study

Prepared for:

Prepared by:

April 6, 2020

Mr. Todd Venning J.D., M.S., City Comptroller
City of Newburgh - City Hall
83 Broadway
Newburgh, N.Y. 12550

Re: Parking Meter Expansion Feasibility Study

Dear Mr. Venning:

Kimley-Horn (or "Consultant") is pleased to submit our statement of qualifications and letter agreement (the "Agreement") to provide the requested consulting services for the City of Newburgh (or "Client"), Parking Meter Expansion Feasibility Study. We understand the background on parking in Newburgh and the goals of the study. The scope of services and fee enclosed within this proposal will provide the review and recommendations that the City seeks, and we have assembled a team of professionals that have experience with these and other related parking issues. As you review our proposal, please keep in mind the following Kimley-Horn attributes:

- **Local Resources.** Staff from our White Plains, NY, and Princeton, NJ, offices will take the lead on this assignment with assistance from other parking professionals within our firm.
- **National Experience.** Kimley-Horn's project manager for this assignment, Brian Bartholomew, has 30+ years of experience in municipal parking planning and operations. The staff assigned to support Brian have a combined additional 50+ years of progressive parking management and transportation planning experience.
- **Responsiveness.** We value our long-term partnerships with local municipalities, and responsiveness is the cornerstone of our success in developing these relationships. With our local and dedicated staff, we are readily available to meet the demands of current and future projects. Providing you consistent and quality service until the very end is our goal.
- **Independent Thinkers.** We will pay attention to and approach your projects with sound judgment based on your needs. We are here to serve you, and we will listen to your concerns and act independently while partnering with you to deliver your projects.

Thank you for this opportunity to submit our qualifications and express our interest in the City of Newburgh. Please contact me at 609.681.2465 or brian.bartholomew@kimley-horn.com if you need additional information.

Sincerely,

KIMLEY-HORN OF NEW YORK, P.C.

Brian J. Bartholomew
Senior Project Manager

Table of Contents

Project Understanding

Kimley-Horn understands that the City of Newburgh, New York presently maintains a single space on-street parking meter program along Broadway, and no meter program in its municipal parking lots or along the waterfront. In the past, the City has maintained a more extensive parking meter program but has reduced the paid parking program to Broadway only based actual need. Meter poles without meter heads or mechanisms do remain in place in areas of lesser demand.

Moreover, it is understood that the City wishes to evaluate the following in the within the identified study area (see **Schedules B and C**, attached) to manage turnover, improve performance, and maximize parking revenues based on the growing level of parking demand as follows:

1. Broadway Corridor:
   a. Existing parking meters, designated parking spaces, and unmarked but viable public parking;
   b. Viable metered parking on streets perpendicular to, and within one block of, Broadway;
   c. Optimal rates for metered parking;
   d. Optimal times for metered parking;
   e. Placement of additional parking meters (single space or multi-space) and/or the creation of virtual parking zones

2. At fourteen (14) of the City's municipal parking lots:
   a. Optimal rates for metered parking;
   b. Optimal times for metered parking;
   c. Placement of additional parking meters (single space or multi-space) and/or the creation of virtual parking zones.

3. Waterfront:
   a. Optimal rates for metered parking;
   b. Optimal times for metered parking;
   c. Placement of additional parking meters (single space or multi-space) and/or the creation of virtual parking zones.

To properly evaluate the feasibility of such an effort, Kimley-Horn has developed the following Scope of Services:

Scope of Services

These tasks will consist of evaluating the current on- and off-street, public and private parking supply in the study area on a block by block basis and documenting the existing usage of spaces. These tasks will identify current parking occupancies and sample turnover to evaluate the feasibility of expanding the City's parking meter program. To accomplish this goal, we will perform the following tasks.

Task A: Project Kick-off & Field Data Collection

Task A.1: Organizational Meeting – Kimley-Horn staff will meet with the appropriate City of Newburgh project representatives to discuss the important facets of the study and to outline any background data needed to successfully complete this assignment. Relevant information available from the City, including previous reports not already in hand will be collected as will any data regarding off-street facility specifics (e.g. operational hours, user groups, etc.). This data includes the official name of each facility as well as the corresponding address. In addition, any available on-street metered parking inventory information will also be collected.

Task A.2: Review and Evaluate Existing Data – Kimley-Horn project personnel will review and evaluate existing information provided (Task I.1). Existing data sources and its relevance are essential in determining the extent and scope of additional data collection requirements.

Task A.3: Confirm Parking Inventory – Kimley-Horn will conduct a detailed inventory of public and private on- and off-street parking spaces within the study area to verify the accuracy of information provided by the City. The inventory will consist of ground counts conducted by study team members. Inventory will include metered and non-metered spaces in the study area.

Task A.4: Develop and Implement Data Collection Plan - Based on the review of existing data, the primary study area and any peripheral parking facilities will be further defined. A data collection plan will then be developed. The data collection plan will consist primarily of fieldwork to verify available information or to gather new information needed for the successful completion of the study and will be conducted during key AM, midday, and PM periods during typical weekday and a Saturday. The following schedule is offered as a recommendation:

- Occupancy Surveys (9AM to 11AM/1PM to 3PM/5PM to 7PM) – One typical weekday
- Occupancy Surveys (9AM to11AM/1PMto 3PM/5PM to 7PM) – One typical Saturday
- Sample Turnover/Duration (License Plate) Survey during both days

During this task, facility information such as name and address, and space count which was collected as part of Task I.1 will be confirmed. Any missing facility and inventory data will be obtained and made part of the report.

Task A.5: Analyze Existing Parking Demand and Supply - Based on the verification of public parking space inventory and field surveys, Kimley-Horn will tabulate the parking supply and demand for each block of the study area. The necessary charts, graphs and maps will be created to clearly illustrate the finding of current conditions within the study area.

Task B: Operational Analysis

The collection of parking occupancy data is only the first step to evaluate the expansion of the current parking meter program and ensure that our recommendations identify the proper placement of additional devices or programs. To identify what may be influencing the current parking patterns in the study area, a very brief review of current parking operations will be conducted. This review will identify any operational changes that should me made concurrent with the potential expansion of the meter program. Our review will include the following tasks.

Task B.1: Citation Issuance / Collections – The issuance and collection of parking fines have a direct relationship on the revenues that are realized by both the on-street and off-street parking program as well as the parking patterns of the various user groups. As such, it is imperative that the parking citation program be examined for the following:

- Annual number of citations and type issued
- Annual citation payment percentage versus annual citations issued
- Review of any Booting and Towing program

Task B.2: Review Current Parking Management Strategies - Strategies and tactics related to the operation and management of the parking operation in the study area will be conducted. This includes a review of current pricing strategies and the provision of recommendations for both pricing and hours of operation for an expanded parking program.

Task B.3: Recommendation for Meter Program Expansion/Modification – Based on the results of the parking occupancy counts and sample turnover/duration surveys preliminary recommendations to modify and/or expand the on-street meter program will be introduced. This would primarily be in the form of a map noting the location of new metered streets and block faces and include suggested rates and posted duration.

Task C: Request for Proposal Development & Installation Oversight

The conversion of a complimentary parking program to a paid parking program can provide challenges for City staff and elected officials. The proper rollout of this type of program helps ensure that users accept the technology that is selected and that the various user groups are accommodated, and that equipment meets all ADA requirements. With this specific program, and based on conversations with City staff, it is envisioned that along with new meter technology, other parking programs such as meter pole replacement/placement, mobile apps, new signage systems, and a residential parking permit program may be implemented.

Task C.1: Request for Proposal Development – After assessing the appropriate and desired technology through conversations with City officials, Kimley-Horn will develop RFP specifications/schedule for the turnkey delivery of a new parking meter technology system for the study area. Kimley-Horn will also assist the City in reviewing bids pursuant to the RFP.

Task C.2: Proposer Interaction – Kimley-Horn will assist the City in answering questions and formulating responses to Requests for Information (RFI) from interested proposers during the RFP process.

Task C.3: Installation and Integration Oversight – Once a contract is awarded pursuant to the RFP, Kimley-Horn will act as the City's agent in overseeing the installation and implementation of the new parking meter technology systems. Kimley-Horn shall perform the following tasks: answering applicable contractor requests for information; review of contractor work at major installation milestones, including at project completion; make written milestone progress reports to the City; perform walkthroughs of the installation and prepare punch lists for the contractor; and field confirm completed punch list items.

Kimley-Horn staff will then observe vendor(s) field testing of the equipment with the vendor to verify that all systems are fully operational based on the specifications identified in the RFP document prior to public use. In addition, Kimley-Horn staff will review signage placement with regard to parking regulation enforcement.

Additional Services

Kimley-Horn may, upon request and written authorization from the City of Newburgh, provide services in addition to those identified herein. Any items requested that are not specifically outlined in the Scope of Services will be considered additional services and may be provided based on a mutually agreed upon scope, fee and schedule as authorized by the City of Newburgh.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the accuracy and completeness of all documents and information provided by the City of Newburgh or its representatives. The City of Newburgh shall provide all information requested by Kimley-Horn during the Project. The City of Newburgh acknowledges that verifying the accuracy and completeness of such items is not part of the Kimley-Horn's Scope of Services.

Schedule

Kimley-Horn will provide these services as expeditiously as practicable to meet a mutually agreed upon schedule. It is anticipated that this project will take 30-60 days to complete.

Fee & Expenses

Kimley-Horn will provide the services described within the Scope of Services for a lump sum labor fee of based on the following task breakdown exclusive of reimbursable expenses.

Task A: Project Kick-off & Field Data Collection	$10,000
Task B: Operational Analysis	$ 5,300
Task C: Request for Proposal Development/Installation Oversight	$15,000
Project Total	$30,300

Meetings: Task A & B includes one project meeting (kick-off). Task C includes up to six (6) meetings with City and/or vendor inspection. Meetings more than those identified will be charged at $1,000 per meeting. Total reimbursable expenses shall not exceed $1,500 and are not included in the Project Total. Reimbursable expenses including: cost of mail/courier services and local mileage will be billed at actual cost. All permitting, application, and similar project fees will be paid directly by the City of Newburgh.

Lump sum fees will be invoiced upon individual task completion. Payment will be due within 45 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference in **Schedule A**. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn of New York, P.C., and "Client" shall refer to the City of Newburgh.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

__X__ Please email all invoices to apinvoices@cityofnewburgh-ny.gov

__X__ Please copy City of Newburgh
Office of the Comptroller
83 Broadway, 4th Floor
Newburgh, NY 12550

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,
KIMLEY-HORN OF NEW YORK, P.C.

Brian Bartholomew
Senior Project Manager

R. David Whyte
Senior Vice President

City of Newburgh, New York
A Municipality

____
(Date)

____
Joseph P. Donat
City Manager

KIMLEY-HORN OF NEW YORK, P.C.

____
(Date)

____
(Name & Title)

Attachments:
Standard Provisions (Schedule A)
Map of Study Area (Schedule B)
Map of Parking Area Zones (Schedule C)

KIMLEY-HORN OF NEW YORK, P.C.
STANDARD PROVISIONS
(Schedule A)

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant in writing, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including postage and local mileage.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
(d) Arrange for access to the site and other property as required for the Consultant to provide its services.
(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
(g) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
Client's failure to provide or otherwise deliver items in this Section shall not be considered material to the Agreement, a breach of this Agreement, or a cause for Consultant to not perform or withhold services necessary for performance.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If a singular event causes a delay or suspension that extends for more than six months, the Parties may terminate this Agreement in accordance with Section 7.

(4) **Method of Payment.** Client shall pay Consultant as follows:
(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 45 days at 10% per annum on any unpaid balances. If the Client fails to make any payment due under this or any other agreement within 45 days of Client's receipt of an invoice, the Consultant may, after giving written notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 45 days of receipt.
(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees but in no event more than $2,500.00, reasonable experts' fees but in no event more than $2,500.00, and actual expenses incurred for filing such proceedings.
(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. All documents and data, in written and electronic forms, prepared by the Consultant shall be provided to Client and shall become the exclusive property of Client upon receipt of payment by the Consultant. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and

expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** Not applicable.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**
(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** Consultant shall not use any facts, data and information obtained by the Consultant in the performance of its services, nor any reports, photographs or other materials created in performance under this Agreement without written consent of Client.

(18) **Notice.** All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid, as follows:

If to Consultant:

Kimley-Horn of New York, P.C.
attn: David Whyte, Senior Vice President
11400 Commerce Park Drive, Suite 400
Reston, VA 20191

If to Client:

City of Newburgh
attn.: City Clerk
83 Broadway
Newburgh, NY 12550

with a copy to:

City of Newburgh
attn.: Office of the Comptroller
83 Broadway, 4th floor
Newburgh, NY 12550

(19) **Miscellaneous.**

(a) This Agreement is to be governed by the law of the State of New York, without regard to its conflict of laws doctrine. Each party consents to the exclusive jurisdiction of the courts sitting in Orange County, State of New York with respect to any disputes arising out of this agreement.
(b) This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as

provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant.

(c) Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

(d) The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(e) If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, pandemic, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

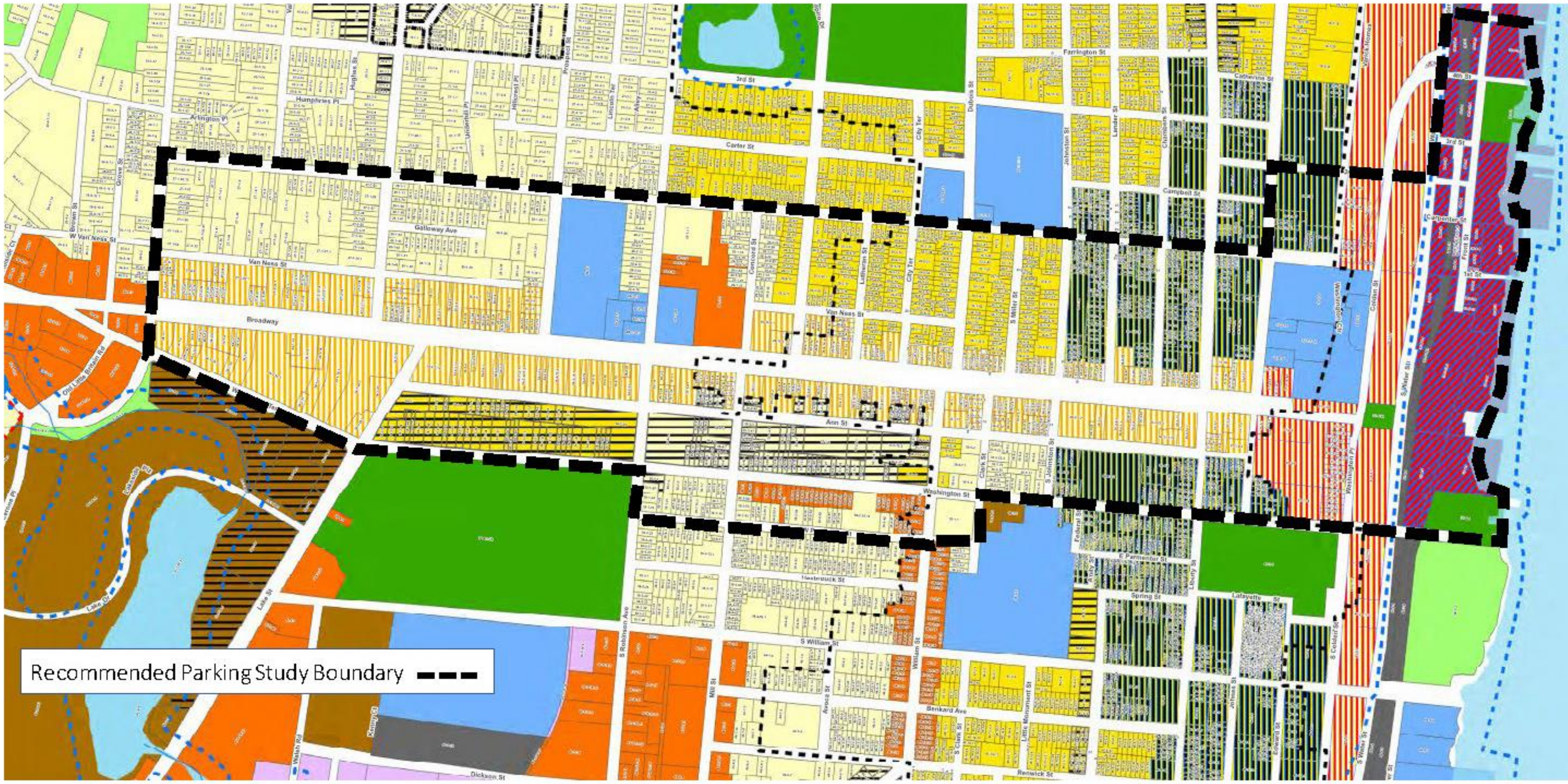
(f) Neither party may assign this Agreement for any reason, without written consent of the other party.

(g) Consultant represents that it is an entity authorized to do business in the United States and in the State of New York.

(h) Nothing in this Agreement constitutes a joint venture or partnership between the parties, and neither party has the right to bind nor act for the other as agent or in any other capacity.

(i) This Agreement may be executed in two or more counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

Attachment (Schedule B)

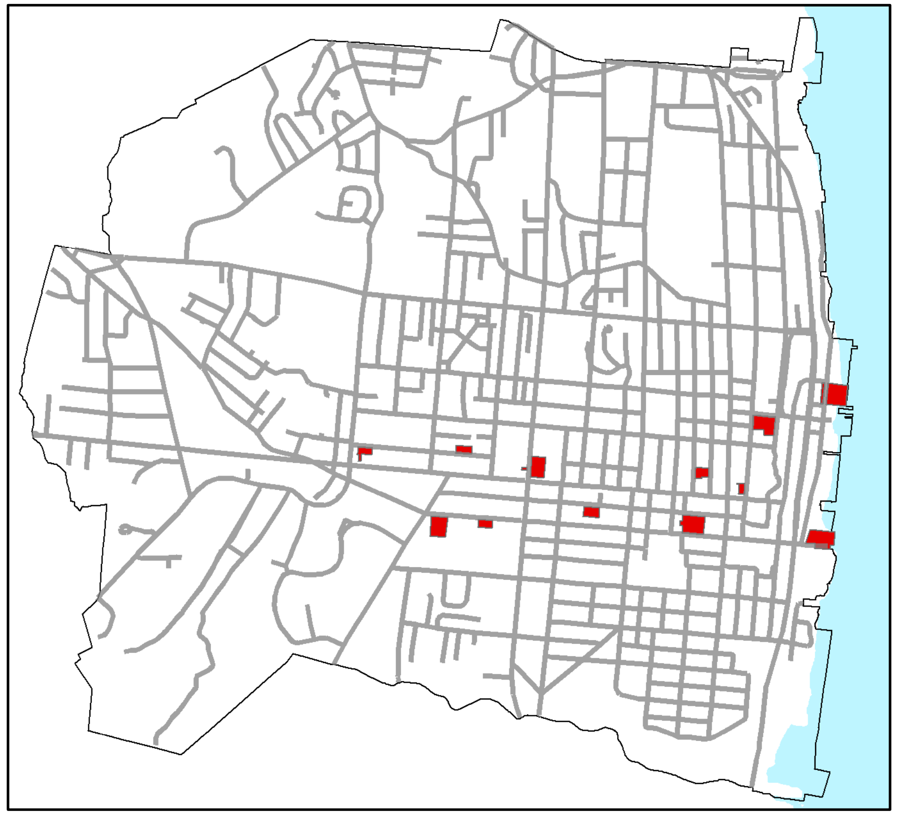


Project Study Area

Attachment - Schedule C

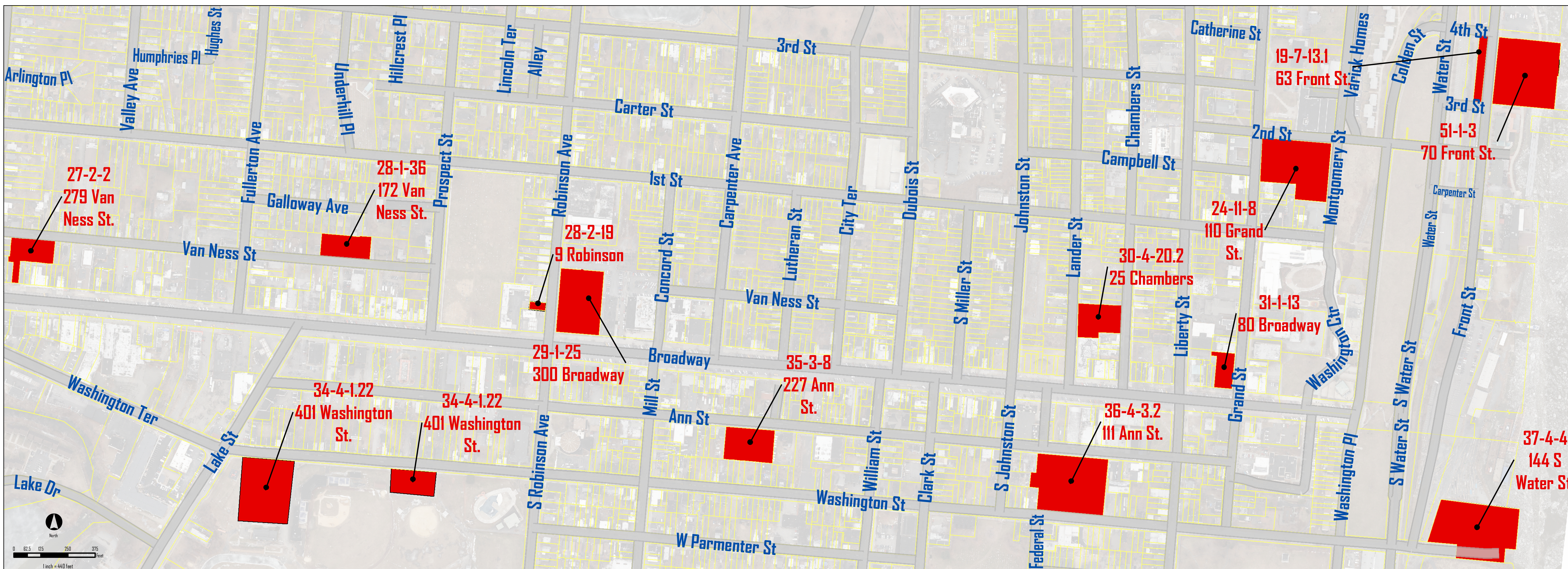
City of Newburgh

City Owned Parking Lots



Legend

- City Owned Parkings Lots
- City Streets
- Parcels



FOR VISUAL REFERENCE ONLY

DISCLAIMER: City of Newburgh makes no representations and provides no warranties, expressed or implied, concerning the accuracy, completeness, or suitability of this map for any particular purpose, and/or for title infringement and assumes no liability for the use or misuse of such data.

Z.R.A. Friday, April 03, 2020

Qualifications

Firm Overview

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm with more than 3,600 employees located in 85+ offices nationwide including offices in White Plains, NY; Princeton, NJ; Hoboken, NJ; Philadelphia, PA; Washington, DC; Baltimore, MD; and Reston, VA. Many people are unaware of Kimley-Horn's large parking planning and design practice. We have more than 100 parking professionals located across the country, comprised both of parking planners and structural engineers. Our parking services include:

- Strategic Planning and Management
- Parking Structure Design and Construction
- Parking Technologies
- Parking Structure Maintenance and Restoration

Our parking team has developed strategic parking action plans for countless municipalities, universities, and other clients across the country as well as designed more than 250 parking structures in the past 15 years. Our strength as a parking practice, and what makes us unique from our competitors, is our ability to integrate our parking services with the other comprehensive services that we offer. This allows us to bring internal partners to the table for their expertise as needed on our engagements. This heightens the level of practicality and strength of our planning efforts makes our clients more successful. Other services that Kimley-Horn offers include:

- Parking revenue and control
- Technology/mobile app development
- Transportation demand management
- Modeling
- Public involvement
- Traffic engineering
- Restoration services
- Shared use mobility
- Intelligent transportation systems
- Transit planning and operations
- Streetscape
- Pedestrian circulation/mobility
- Urban transportation planning
- Site civil engineering
- Policy and financial assessment
- GIS
- Land use
- Connected vehicles/autonomous vehicles

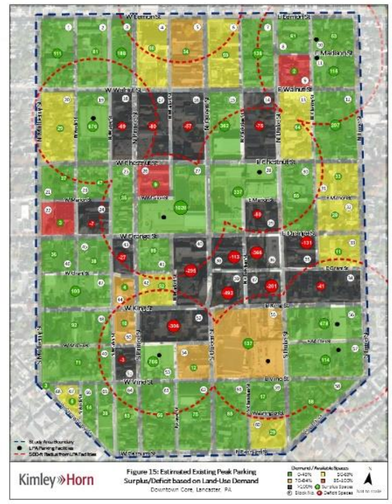
Relevant Experience

Kimley-Horn has completed numerous parking projects throughout the United States with a focus ranging from parking inventory assessment to curb lane management to parking demand management to parking operations planning and policy. We have the technical expertise to make recommendations for the City's parking situation and needs.

Below is a sampling of projects completed by Kimley-Horn that demonstrate our qualifications and capabilities on similar projects.

Lancaster Parking Authority, Parking Supply, Demand, and Forecasting Study, Lancaster, PA

Kimley-Horn was selected by the City of Lancaster, Lancaster Parking Authority, Lancaster Housing Opportunity Partnership, and South West Civic Association (SoWe) to conduct an analysis of supply and demand for parking in the downtown area, the New Holland Commercial Corridor, the SoWe community, and the southeast residential neighborhood. The scope of work included creation of a public, private, on- and off-street GIS-based parking inventory; occupancy counts during the weekday and late weekday evening; the development of a GIS parking/land use model; and the modeling of future development impacts. The parking supply and demand will be used by the various clients and organizations to assess changes to parking and development policy. Kimley-Horn used the data to identify areas of high demand/stress and targeted specific opportunities to increase parking in neighborhoods of greatest need through streetscaping, public/private shared-use lease agreements, and the repurposing of forgotten and underutilized alleys.



Cornell University Parking Optimization Study, Ithaca, NY

Kimley-Horn is assisting Cornell University with a parking optimization study on campus, which will ultimately define parking, mobility, and demand management strategies to better assist the university with efficient use of transportation and parking assets. The centerpiece of the project is the development of a campus-wide Park+ modeling application, that will predict the impacts of continued growth on campus as well as the influence of demand management strategies on the system. The project also includes campus-wide outreach, intended to define perceptions of the parking system and opportunities for mobility enhancements into and around campus.

Downtown Atlanta Parking Assessment, Atlanta, GA

Kimley-Horn worked with Central Atlanta Progress (CAP) to define a downtown Atlanta parking management strategy that focuses on creating a more customer friendly and usable parking system. The core of the study was the framework development of a Downtown Parking Collaborative that will help create a public parking system from private parking assets. The framework included working with private parking operators to define criteria for inclusion in the Collaborative, a new branding and marketing strategy, and communication elements to help direct motorists towards public parking assets. The study also included defining pilot studies for CAP to implement after the study was completed to test the effectiveness of the proposed solutions iteratively. As part of the study, Kimley-Horn conducted extensive stakeholder outreach with downtown parking operators and stakeholders.

Peninsula Parking and Mobility Study, Charleston, SC

Kimley-Horn recently was selected to develop a parking and mobility strategy and a Park+ model for the Peninsula Area. The firm will take a 21st century look at parking, which views parking as one ingredient of a larger access and mobility strategy. This strategy focuses on the linkages into and within the Peninsula to bring people in with or without a car, help them access their destinations easily and efficiently, and provide strategies that integrate parking demand management without reducing the appeal and character of the community. Our approach will include parking inventory, parking demand management, and parking behavioral evaluation. In addition, the approach will be two-fold, incorporating the data-driven and community-driven approaches, with the ultimate goal being a parking and mobility study that supports Charleston's thriving Downtown.

Fort Lauderdale Citywide Parking Study, FL

The City of Fort Lauderdale comprehensive Citywide Parking Study included evaluating parking demand, supply, parking requirements and existing utilization of the City's various parking facilities to confirm financial stability of the City's parking fund and address its short- and long-term parking needs. Major components of this scope included; Public outreach and stakeholder interviews with residents and businesses, rate analysis of the City's parking facilities and competing facilities, parking demand assessment and utilization analysis, Best Management Practices associated with traditional parking impacts as well as increased bicycle use and the alternatives available to patrons from car and ride-sharing services, and the development of a GIS based dynamic parking demand model through the use of Park+.

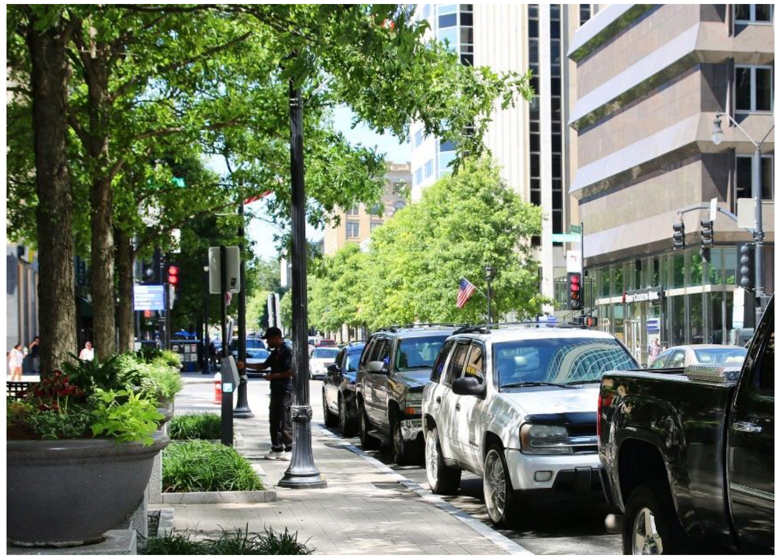
Houston Parking Management Study (Phases 1 and 2), TX

Kimley-Horn is assisting the City of Houston with the development of parking management strategies throughout the community, including large-scale management objectives and smaller-scale neighborhood strategies. The project includes two specific phases of work. Phase One was conducted as a high-level assessment of the current City of Houston Parking Management Division program. The primary goal of Phase One was to gain a very detailed understanding of the current program's scope, goals, capabilities, resources, and constraints. It also had a defined goal of better understanding the larger cultural, environmental, political, and business climates in which the parking program operates. In this way, a more strategic approach to future parking management program development could be crafted while providing an informed framework from which to define future tasks.

Phase Two, which Kimley-Horn and the City are currently involved in, includes more detailed neighborhood-specific strategies for the implementation of policies and recommendations from Phase One. These area-specific recommendations include developing specific implementation strategies; implementing the Park+ modeling platform as an enhanced planning function for the City; evaluating enhanced branding, wayfinding, and messaging; a review of technology and wayfinding strategies; crafting neighborhood-specific strategies; and identifying specific funding strategies.

City of Raleigh, Downtown Development and Future Parking Needs Study, Raleigh, NC

The City of Raleigh's Parking Division selected Kimley-Horn to conduct a downtown development and future parking needs study to identify best practices in policy and management of its parking resources and to understand the need for additional parking facilities. The study consisted of the following tasks:



- Developing a curb space management plan to maximize the availability of on-street parking given the competing use of curb space at different times of the day.
- Establishing parking policies to support economic development that recommend approaches to determine how the existing municipally-administered parking enterprise can best support and promote downtown economic development.
- Assessing current and projected future parking demand to provide the City with a GIS-based parking demand model to allow the City to assess future parking supply/demand in response to future development and redevelopment.
- Developing an urban access policy that assessed existing conditions and provided guidance to the City regarding pedestrian and vehicular access to urban development and redevelopment projects.

City of Norfolk Park+ Parking Model, VA

Kimley-Horn is currently developing a comprehensive Park+ parking model for a subarea of downtown Norfolk. The Park+ model is being used to perform scenario evaluation associated with new development within downtown and impacts to the City's parking facilities.

Team Resumes

Resumes for key personnel have been provided on the following pages.

Brian Bartholomew, CAPP

Project Manager

Having been a part of the parking industry nationwide, the focus of Brian's career has been in parking planning and policy, technology, and operations. Brian has worked on both public and private sector projects for the past 33 years and has managed a number of diversified projects for various types of clients including municipal, transportation agencies, educational, healthcare, institutional, and corporate clients. Through this involvement, he has developed a wide range of planning studies that include master planning, financial feasibility and bonding, traffic impact, parking demand, management and operational audits of municipal parking programs, and product specifications and bidding assistance. He has also consulted on the formation and operation of municipal parking agencies and has worked with numerous high-profile private sector clients.

Before joining the private sector as a consultant responsible for the national management and oversight of two different firm's planning division, Brian served 10 years in the public sector in various positions of responsibility up to the position of municipal Parking Director. Through these positions, he has gained diverse administrative and managerial experience in all aspects of planning, organizing, and directing parking operations. In that capacity, Brian was responsible for the daily operation of on and off-street parking, multimillion-dollar capital improvement programs, maintenance programs, snow/ice management, revenue control and equipment, collections, enforcement, material, special event staffing requirements, and operating budgets up to $24 million.

Brian also maintains extensive experience with parking access and revenue control systems, automated parking guidance systems, metered parking technology, parking enforcement systems, and related back office citation collection systems. Brian has developed and provided project oversight for more than 50 different clients for parking access and revenue control systems, parking enforcement software and hardware systems, parking operator RFPs, and parking meter systems.

Relevant Experience

Prior to joining Kimley-Horn in 2019, Brian has worked on the following projects:

- World Trade Center, Freedom Tower—Car & Bus Parking (Confidential)
- City of Clearwater, FL—Parking Access and Revenue Control System Specifications for City-wide Beach Parking Lots.
- City of Fredericksburg, VA—Developed SOP Manual for City Garage upon Opening of City's First Parking Garage
- Blue Back Square, West Hartford, CT—Parking Garage Revenue Control Specifications & Bidding
- City of Danbury, CT—Feasibility Analysis for Library Place Parking Facility
- New Jersey City University, Jersey City, NJ—Development of Bid Specifications for the Installation of a State-of-the-Art Revenue Control System

Previous Experience

Walker Consultants
Senior Parking Consultant

Desman Associates
Dir. Of Planning Services

The Urbitran Group
Dir. Planning Services

City of Miami Beach, FL
Assistant Parking Director

City of West Palm Beach, FL – Director of Parking Systems
Assistant Dir. of Parking Systems

New Brunswick Parking Authority, NJ – Superintendent of Parking

Professional Organizations

International Parking and Mobility Institute (IPMI)

National Parking Association

Florida Parking Association Board of Directors (1996-1998)

- New Jersey City University, Jersey City, NJ—Parking Demand Study and Parking Operations Review Campus-Wide
- William Paterson University, Wayne, NJ—Parking Access and Parking Management Study
- Montgomery College, Montgomery, MD—Parking Operations and Parking Access Control System Design
- City of Cambridge, MA—Development of Parking Access and Revenue Control Specifications and Multi-Space Parking Meters
- City of Camden, NJ—Parking Supply/Demand and Operations Study
- City of Wildwood, NJ—Parking Supply/Demand and Feasibility Study
- Greater Jamaica Development Corporation, Queens, NY—Parking Supply/Demand, Operations and Site Feasibility Study
- City of Norwalk—Webster Street Superblock Garage Feasibility Study
- Stevens Institute of Technology, Hoboken, NJ—Feasibility Study
- Borough of Princeton, NJ—Public Library Parking Plan/Study for Surface Lot Redesign and Revenue Control System
- William Paterson University, Wayne, NJ—Parking Supply and Demand and Operational Study
- City of West Palm Beach, FL—Operational Review & Study Providing Recommendations for the Creation of a Parking Authority
- City of Hollywood, FL—Comprehensive Parking Plan
- City of Miami Beach, FL—42nd Street Municipal Parking Garage
- City of Rye, NY—Development of Multi-Space Parking Meter Specifications
- Maryland Transportation Authority, Baltimore, MD—Commuter Rail Line Parking Operations Study
- City of Pleasantville, NJ—Parking Operations Study
- Montgomery County, MD—Operational Parking Meter Audit
- Nashville, TN—Nashville Airport Operational Study
- East Lansing, MI—Parking Authority Operational Audit
- New Haven, CT—Downtown Parking Study and Operational Audit. RFP Development for Meter and Collections Services
- Town of Great Neck, NY—Parking Supply/Demand and Site Feasibility Study
- Montgomery College, MD—Development of RFP for Parking Enforcement Handheld and Software System.
- City of Cambridge, MA—Development of RFP for PARCS Replacement System.
- Leesburg, VA—Operational Parking Plan Audit & Recommendations
- Clarksville, TN—Operational Analysis and PARCS Recommendations
- Village of Harrison, NY—Parking Supply /Demand Study and Operational Analysis
- Borough of Westwood, NJ—Parking Supply/Demand Study and Operational Consulting
- Borough of Red Bank, NJ—Parking Supply/Demand Study and Operational Consulting
- White Plains Hospital, NY—Valet Parking Program Design for New HOB
- Celgene Pharmaceutical, Summit, NJ—Parking Guidance System Design and Bidding
- Vancouver Airport, Canada—Parking Guidance System Design and Bidding
- Norwalk, CT—City-wide Comprehensive Parking Supply/Demand and Operational Analysis
- Long Island Rail Road, NY—Development of Bidding Specifications for PARCS and Multi-Meter Parking Management Systems System-wide
- Queens Place Mall, NY—Development of Bidding Specifications and Bidding Support for PARCS
- Village of Bronxville, NY—Supply/Demand and Operational Analysis
- Village of Bronxville, NY—Parking Garage Feasibility Study
- Village of Ridgewood, NJ—Parking Garage Feasibility and Allocation Study

Michael Connor

Senior Parking Consultant

Michael has 30 years of experience in transportation and parking planning, operations, and management including both public and private sector perspectives. Clients have included large and small municipalities, colleges and universities, hospitals and medical center, federal government agencies, and private sector developers. He has managed large multidisciplinary consulting efforts and smaller community-based and sponsored planning initiatives. His recent experience as Arlington County's parking manager, provided Michael with unique insight into the role of parking in a wide variety of areas, including planning, design, engineering, operations, management, finance, parking enforcement, and adjudication. With a focus on the relationship of land use activity, trip mode, walkability, and market conditions, Michael blends industry best management practices with the unique political and socioeconomic conditions that exist within an area.

Relevant Experience

Parking Supply, Demand, and Forecasting Study, Lancaster, PA—Project Manager. Michael is leading the Kimley-Horn team that was selected to conduct an analysis of supply and demand for parking in the City of Lancaster for the next decade. The scope of work includes a comparison of parking demand with the current parking supply, and an identification of areas with deficits and surpluses, and an assessment of future surplus and deficit conditions given the evolution of transportation network companies, e-scooters, and other mobility services. Additionally, Kimley-Horn is examining the opportunity to create additional neighborhood parking through public/private lease agreements for underutilized private property, repurposing the City's extensive and largely forgotten alley system, and empowering civic associations with the ability to managed shared parking goals.

Residential Parking Permit Districts, Loudoun County, VA—Project Planner. As development throughout Loudoun County has increased, multiple communities within the County have requested that Loudoun County establish residential parking permit districts to restrict on-street parking to only vehicles owned by homeowners and tenants within the districts. Under an existing on-call contract, Loudoun County tasked Kimley-Horn with revamping its system of residential parking permit district administration. Our team worked closely with the Loudoun County Department of Transportation and Capital Infrastructure (DTCI) to assemble a stakeholders group made up of personnel from multiple departments throughout the County including DTCI, the Department of Planning and Zoning, the Loudoun County Sherriff's Office and the Department of Finance to identify the shortcomings of the existing program and to establish the parameters necessary for an improved program.

Michael worked on the following projects prior to joining Kimley-Horn:

Professional Credentials

- Bachelor, Environmental Planning, Virginia Polytechnic Institute and State University

Previous Experience

Desman Associates
Senior Consultant

Arlington County Government
Parking Manager

Walker Consultants
Senior Consultant

Professional Organizations

Institute of Transportation Engineers

International Parking and Mobility Institute

Parking Association of the Virginias

Mid-Atlantic Parking Association, Past Board Member

New York State Parking Association

New England Parking

Downtown Frederick Needs Assessment, Recommendations, and Implementation Plan, Frederick, MD—Project Manager. As project manager, Michael was involved in every aspect of the City's 2003 parking study including field data collection, needs assessment, site feasibility, financial analysis, and public outreach. Working through a parking task force created for this effort, Michael and his team developed a parking management action plan that included increases in on-street parking rates, recommendation for automated parking operation, funding for a fifth and sixth parking structure, and recommendations for securing the parking enterprise fund to support the parking program's needs. The task force approved all the major recommendations from the report and in 2007 Michael was working with the City again on the planning, conceptual design, and public outreach for the City's fifth parking structure, the West Patrick Street Deck.

Comprehensive Parking Greenville, NC—Project Manager. Michael developed of a comprehensive parking management plan for uptown Greenville based on an understanding of existing and future supply/demand conditions and extensive public outreach and interaction. His recommendations included improved signage and wayfinding, new parking enforcement technology, expansion of existing curbside meter program, and changes to the City's codes/ordinances. The study was approved by the City's Parking and Transportation Commission.

Parking Management Action Plan, Fredericksburg, VA—Project Manager. Michael prepared a parking management action plan to address current and projected parking needs in Fredericksburg's historic commercial district and in two separate residential neighborhoods adjacent to the University of Mary Washington. His recommendations included major revisions to City codes/ordinances related to parking planning, off-street parking requirements, fee-in-lieu payments, and enforcement. Mike's work included numerous public outreach sessions and was ultimately approved by the newly created Parking Task Force.

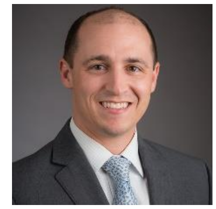
Parking Master Plan, Norwalk, CT—Senior Planner. In conjunction with both a regional transportation master plan and a more localized sector study assessed existing and future parking demand associated with known, proposed, and potential development, benefits from anticipated transit-oriented development, and the ability of the existing parking authority to support broader transit initiatives through parking management and policy. Michael's recommendations including restructuring the parking authority, redefining role of city government, code language regarding parking management plans, changes to site plan conditions for new development (i.e., shared parking), and a preliminary financial analysis.

City of Rock Hill Downtown Parking Management Plan, Rock Hill, SC—Project Manager. The City partnered with a development team and Winthrop University to redevelop a 44-acre former textile site into a mixed use and a special/athletic event venue. The City would be responsible for three new parking structures. Given this development's proximity to Rock Hill's historic commercial and government district, the City wished to develop a long-term parking management, maintenance, and financial plan that encompassed both properties. Mike's recommendations included parking access and revenue control equipment specifications, a parking market rate analysis, phasing of on-street meters, and elevation of the existing downtown parking committee.

Federal Realty Investment Trust, Pike & Rose Mixed Use Development Use Model & Management Consulting, Bethesda, MD—Project Manager. Office, retail, residential, restaurant, hotel, and live performance venue mixed-use development near Metro's While Flint station. Wishing to reduce the number of spaces developed for the property and to maximize the efficiency of current parking operations Federal Realty Investment Trust retained Mr. Connor to create a shared use parking demand model to assess existing space needs and draft operational strategies. Work resulting in reduction in the number of spaces in a garage under the final phase of the project and the creation of parking access, directional wayfinding, and information systems to provide Federal Realty and consumers with real time information on space availability.

Nick Mazzenga, P.E.

ITS Specialist



Nick has 11 years of experience as a researcher and engineer in state and regional transit and traffic management systems, transportation communication systems, traveler information systems, concept of operations development, and systems engineering. Nick has extensive experience working with the ITS national architecture and the systems engineering process. Nick has served as a leading role in developing ITS system requirements for traveler information systems and Bluetooth vehicle detection systems. In addition, he has extensive experience with advanced simulation modeling of transit and pedestrian networks. Nick has authored several publications on the topic of advanced traffic management systems, and has presented in many national and local conferences on related topics. Nick is an active participant in regional and national level ITS conferences and has been called upon by conference board members to speak on expert panels on topics ranging from the up and coming industry of Bluetooth vehicle detection to the latest in transit technology.

Relevant Experience

Engineer of Record Services for Various Infrastructure Projects, Alexandria, VA— Kimley-Horn performed a parking study in historic Old Town Alexandria, VA. The study documented existing public parking conditions and to develop parking system recommendations to resolve existing issues and accommodate the continued evolution of Old Town. The study area consisted of approximately 85 city blocks, which included the King Street Metrorail station, the waterfront, and King Street. Parking data was collected during weekday, Friday and Saturday peak periods, afternoon, and evening to determine the existing use and locations for available parking. General and location specific parking management recommendations were developed in close coordination with city staff to more effectively balance parking demand within the existing system. Kimley-Horn also developed a parking management tool box for the city staff to use as a reference when considering the ways to address future parking concerns and issues, maximize the parking system, and increase/maintain its ease of use.

ITS On-Call Planning Services, Statewide, VA—Project Engineer. Kimley-Horn is the prime consultant on a team providing on-call ITS Design services to VDOT throughout the Commonwealth of Virginia. The contract includes providing technical expertise and design services in work areas including developing ITS standards and specifications, regional ITS deployment on-call procurement packages, telecommunications and ITS design packages, and construction phase support services. Among tasks provided thus far, the Kimley-Horn team has developed statewide ITS specifications, HOV gate upgrades for I-395, Ethernet upgrades for Eastern Region, ITS upgrades for the Mercury Boulevard section of I-64, no-plans packages for DMS sites along I-81, fiber optic corridor upgrades along I-81, DMS designs along I-81 in New River and Buchanan, Ethernet Upgrades Design for Eastern Region Operations, fiber and ITS design for the Virginia Tech Transportation Institute (VTTI) Smart Road, and construction support for I-66 ATM. The contract has a maximum of three terms over 4 years and up to $5 million in fees per term.

Professional Credentials

- Master of Science, Civil Engineering, University of Virginia
- Bachelor of Science, Civil Engineering, Virginia Military Institute

Professional Organizations

International Municipal Signal Association

ITS Council

Transportation Research Board

Statewide ITS General Consulting Services Contract, Statewide, VA—Project Engineer. Kimley-Horn provides ITS services on an on-call basis to VDOT's Operations Division (OD). A major element of this contract is to assist the Central Contract Manager from OD and the operating regions in preparing ITS plans, specifications, and estimates as well as RFP criteria packages for turnkey procurements and ITS implementations. Additional services will include integration, planning, standards, security applications, telecommunications, maintenance of traffic plans, GIS support, quality control, systems manager, review of construction documents and field deployments, and other professional services.

Phase 3 Design of Transportation System Management and Communications Plant Upgrade, Arlington County, VA—Project Manager. Kimley-Horn designed the third and final phase of the County's upgrade of its computerized traffic signal system's communications network from copper to fiber optics. The third phase involved the design of twenty miles of underground conduit, fiber optic communications cable, the integration of more than 100 traffic signals and entry into four buildings serving as network hub sites, while keeping the remaining traffic signals operational on the existing copper communications network. The project design integrated the existing fiber optic infrastructure to form a Countywide fiber optic network. Kimley-Horn secured the necessary environmental approvals for a programmatic categorical exclusion for all work to be performed. Kimley-Horn has prepared design plans, detailed fiber optic splice plans, project specifications, and engineer's opinion of probable construction cost. Through coordination with the county's IT department, the final design is a single network for ITS and other vital county services, the majority of which will be managed by the IT department. Kimley-Horn also provided construction phase services.

RESOLUTION NO.: ________ - 2020

OF

JUNE 8, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SITE DEVELOPMENT AGREEMENT WITH THE KEARNEY REALTY & DEVELOPMENT GROUP INC. FOR THE TRANSFER AND REDEVELOPMMENT OF PROPERTY LOCATED AT 15 SOUTH COLDEN STREET (SECTION 46, BLOCK 3, LOT 8.2)

WHEREAS, the City of Newburgh wishes to redevelop the City-owned property located at 15 South Colden Street (the "Property"); and

WHEREAS, the City issued a Request For Proposals ("RFP") for the development of the Property and received two (2) responses from developers interested in pursuing development projects on the Property; and

WHEREAS, a review committee has reviewed the responses to the RFP and recommended to City Council that the Kearney Realty & Development Group Inc. be selected to develop the Property; and

WHEREAS, the parties have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto; and

WHEREAS, this Council finds that the Property is not required for public use and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh the site development agreement with Kearney Realty & Development Group Inc., in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the property at 15 South Colden Street.

5/20/20 DRAFT FOR REVIEW

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

THE KEARNEY REALTY & DEVELOPMENT GROUP INC.

DATED AS OF ____________________, 2020

Regarding:
15 South Colden Street, Tax ID 46-3-8.2
City of Newburgh, Orange County, New York

5/20/20 DRAFT FOR REVIEW

TABLE OF CONTENTS

SITE DEVELOPMENT AGREEMENT

SITE DEVELOPMENT AGREEMENT ("Contract") dated _______________, 2020 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("Seller" or "City") and The Kearney Realty & Development Group Inc., a New York corporation having an address at 34 Clayton Boulevard, Suite A, Baldwin Place, New York 10505, NY (together with an assignee permitted pursuant to Article 12 hereof, the "Developer").

W I T N E S S E T H:

WHEREAS, the City is the owner of the property located at 15 South Colden Street in the City of Newburgh, more accurately described as Section 46, Block 3, Lot 8.2 on the official tax map of the City of Newburgh, described in Section 3.01 hereof (the "Property"); and

WHEREAS, the Seller desires to provide for the redevelopment of the Property for mixed commercial and residential uses; and

WHEREAS, pursuant to a request for proposals, based on their representations as to qualifications, experience and financial capacity, the Seller selected the Developer to redevelop the Property; and

WHEREAS, the Developer has proposed to acquire the Property from the Seller for the purposes of redeveloping the Property, and Seller desires to convey the Property to the Developer pursuant to the terms set forth in this Contract; and

WHEREAS, the Developer acknowledges that the Seller is conveying the Property subject to the terms and conditions set forth herein for the purpose of providing for the redevelopment of the Property in accordance with this Contract;

NOW THEREFORE, in consideration of mutual covenants herein contained and the payment of the sum of on dollar by the Developer to Seller, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01 Definitions. The terms set forth in this Section shall have the meanings ascribed to them for all purposes of this Contract, unless the context clearly requires otherwise.

"Approvals and Permits" shall mean, collectively, all approvals and permits from all governmental or administrative agencies or regulatory bodies having jurisdiction for the construction and operation of the redevelopment of the Property, including, without limitation, all site plan approvals, zoning variances, easement and franchise agreements, building permits, certificate of occupancy, certificate of appropriateness, and all applications for licenses, permits and permission to construct and maintain all on-site and off-site improvements, curbcuts, roadway, mediate cuts and utility lines and services.

“Architect” shall mean a professional architect or professional engineer or firm of professional architects or professional engineers licensed by the State of New York, and reasonably acceptable to Seller.

“Area Median Income” or “AMI” shall mean the area median income for the County of Orange to determine the maximum allowable household family income eligible to rent a Housing Unit.

“Business Day” shall mean a day other than i) any Saturday, Sunday, or other day on which banks located in the City of Newburgh are authorized or required to be closed, or ii) any day on which the offices of the City of Newburgh are closed.

“Certificate of Occupancy” shall mean a permanent certificate of occupancy issued by the City of Newburgh Code Compliance Bureau.

“City” shall mean the City of Newburgh, a municipal corporation of the State of New York having a place of business at 83 Broadway, Newburgh, NY 12550, its successors and assigns.

“Claims” shall mean any and all claims (whether in tort, contract or otherwise), demands, liabilities, obligations, damages, penalties, costs, charges and expenses, for losses, damage, injury and liability of every kind and nature and however caused, and taxes, including, without limitation, reasonable fees of architects, engineers and attorneys, administrative or judicial actions, suits, orders, liens, notices, notice of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil.

“Closing Date” shall mean the date of closing of title pursuant to Section 3.03.

“Closing Deadline” shall mean the date which is set forth in Schedule “C” as the closing deadline.

“Completion Deadline” shall mean the date which is set forth in Schedule “C” as the completion deadline.

“Developer” shall mean The Kearney Realty & Development Group Inc. or its successors and assigns to the extent permitted under Section 12.01 of this Contract.

“Earnest Money” shall mean the amount payable pursuant to Section 4.01(a).

“Force Majeure” shall mean acts of God, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the United States or any civil or military authority in the exercise of its police powers; insurrection, civil disturbances, or riots; or impossibility of procuring materials.

"Governmental Authority" shall mean the United States, State of New York, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them having jurisdiction over the Property including, but not limited to the United States, the U.S. Environmental Protection Agency, or any state or local environmental protection agency.

"Housing Units" shall mean apartment units intended to be occupied by a single person or family other than on a transient basis.

"Improvements" shall mean any buildings, structures, or other improvements, now or hereafter constructed or place upon, under or affixed to the Property, including without limitation any fixtures.

"Lending Institution" shall mean any insurance company, bank or trust company, college, university charitable institution or union, pension, profit or retirement fund or trust, governmental agency or fund, real estate investment trust, or other financial or lending institution whose loans on real estate or respect thereto are regulated by state or federal law, and which is not a Related Party to the Developer.

"Liens" shall mean any interest in real or personal property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, projection, easements, right of way, including but not limited to, mechanics', materialman's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes hereof, a Person shall be deemed to be the owner of real or personal property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes.

"Minimum Commercial Improvements" shall mean the Housing Units, non-residential uses, and community benefits described at Schedule C.

"Person" shall mean an individual, partnership, corporation, trust, unincorporated organization or Government Authority.

"Plans and Specifications" shall mean the plans, specifications, drawings and related documents for the Improvements which shall be prepared by a New York Stated Licensed Architect or Professional Engineer, and shall be as detailed as the plans required to be submitted to the building inspector of the City for purposes of obtaining a building permit, including at least a site plan, landscaping plan, drainage plan, pedestrian and vehicle ingress and egress, floor plan, utilities, water, sewer, exterior materials, colors and elevations, parking plan, and signage, including all amendments and modifications thereof made in accordance with the terms hereof.

"Project" shall mean the development project which shall include a mixed use redevelopment of the Property consisting of no more than 75,000 square feet of commercial and residential uses and no more than 73 Housing Units for residential use a portion of which shall be reserved for artists and a portion of which shall be offered on a scale of percentage of AMI as described in Schedule "C".

"Project Lender" shall mean a Lending Institution that is the mortgagee of a Project Mortgage financing construction of the Project.

"Project Mortgage" shall mean one or more mortgages on Developer's interest in the Property and Improvements obtained from a Lending Institution, the proceeds of which are used for the acquisition and development of the Property and Project including, without limitation, soft costs, hard costs and financing costs related thereto and any refinancing by a Lending Institution.

"Property" shall mean the property described at Section 3.01 to be conveyed pursuant to this Contract.

"Public improvement" shall mean the construction, enlargement, extension or other construction of a facility intended for dedication to the City, including but not limited to a street, curb and gutter, sidewalk, cross drain, catch basin, traffic control and street name sign, or other roadway appurtenance other than a driveway.

"Purchase Price" shall mean the purchase price set forth in Section 4.01.

"Related Party" shall mean, with respect to any Person, any other Person if such other Person controls or is controlled by or under common control with the Person.

"Required Guarantee" shall mean an unconditional letter of credit issued by a New York or U.S. federal bank whose unsecured obligations are rated at least "A/IX", in form and substance satisfactory to the Seller or a surety bond in form and substance satisfactory to the Seller.

"Taxes" shall mean all taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies, license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Property or Improvements, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, school and city governments and of all other Governmental Authorities whatsoever.

"Title Insurer" shall mean such title insurance company as shall be mutually acceptable to the Seller and the Developer for the issuance of policies of title insurance to Developer and its Lending Institution, effective as of the Closing Date.

SECTION 1.02 Interpretation. As used in this Contract, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular, as the context may require. References to sections or subsections herein shall mean the applicable section of subsection of this Contract, unless the context clearly requires otherwise.

ARTICLE 2
DEVELOPER'S REPRESENTATIONS

SECTION 2.01 Developer's Representations. Developer makes the following representations to Seller in conjunction with the conveyance of the Property:

(a) Developer is, and its assignee (as permitted pursuant to Article 12 shall be) a corporation or other legal business entity duly formed and in good standing under the laws of the State of New York; duly qualified to transact business in the State of New York; and has or shall have the requisite corporate power and authority to enter into this Contract, a Project Mortgage, and the closing documents to be signed by Developer and/or such assignee. The execution, delivery and performance by Developer and/or such assignee of such documents does not conflict with or result in a violation of Developer's and/or such assignee's organizing documents or any judgment, order or decree of any court or arbiter to which Developer and/or such assignee is a party or by which either or both of them is/are bound. Such documents are or shall be valid and binding obligations of Developer and/or such assignee, enforceable in accordance with their terms. There is and shall be no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer and/or such assignee by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer or such assignee to perform its obligations under this Contract.

(b) Developer intends to proceed to seek the Approvals and Permits for the construction, by Developer or its permitted assignee, of the Project promptly following the execution of this Contract.

(c) Developer has, or its permitted assignee shall have, the requisite financial capacity and technical expertise and is or shall be in all respects capable of constructing the Project prior to the Completion Deadline.

(d) The Project will be constructed to meet all requirements of Permits and Approvals and applicable requirements of any Governmental Authority having jurisdiction over the Developer and its permitted assignee, the Property, the Improvements or their use or operation.

(e) All certificates or statements furnished to the Seller by or on behalf of the Developer and/or its permitted assignee in connection with the transaction contemplated hereby are and shall be true and complete in all material respects.

ARTICLE 3
CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

SECTION 3.01 Conveyance of Property. Upon satisfaction of the conditions precedent to conveyance set forth in Article 5 of this Contract, and subject to the further terms of this Contract, Seller shall convey to Developer and Developer shall purchase, at the price and upon the terms and conditions set forth in this Contract, the Property in the City of Newburgh, Orange County, which "Property" includes:

(a) the real property located in Orange County and described in Schedule "A" attached hereto and made part hereof (the "Land");
(b) all Improvements constructed or situated on the Land as of the date of Closing;
(c) all right, title and interest currently held by the Seller, if any, in and to any and all strips and gores of land adjacent to or adjoining the Land, and all of the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damages to the Land by reason of a change of grade of any street or highway;
(d) the appurtenances and all the estate and rights currently held by the Seller in and to the Land and the Improvements referred to in 3.01(b); and
(e) all right, title and interest currently held by the Seller, if any, in and to the furniture, machinery, fixtures, equipment attached to or located on the Land or the Improvements referred to in 3.01(b) (collectively referred to in the Contract as the "Equipment").

SUBJECT TO any further easements and any other rights reserved herein.

SECTION 3.02. <u>Title; Permitted Exceptions</u>. Seller shall convey fee simple title to the Property in accordance with the terms of this Contract, subject only to the following (collectively referred to as the "Permitted Exceptions"):

(a) the matters set forth in Schedule "B" attached hereto;
(b) the City's rights reserved herein; and
(c) such other matters as the Title Insurer shall be willing, without special premium, to omit as exceptions to coverage.

SECTION 3.03 <u>Closing</u>. Except as otherwise provided in this Contract (including but not limited to Section 9.04(b)), the closing of title pursuant to this Contract (the "Closing") shall take place at 10:00 am on the date determined by the parties but in any event not later than thirty (30) days from the date that the Developer is issued a building permit for the Project, or more than thirty (30) days from the date of expiration of any appeal periods for Project Approvals and Permits, whichever is later, at the offices of the Corporation Counsel at City Hall, 83 Broadway, Newburgh, NY, or at such other date or location as may be required by counsel for the Lending Institution or as otherwise agreed to by the parties (the actual date of the Closing being herein referred to as the "Closing Date").

ARTICLE 4
PURCHASE PRICE; ACCEPTABLE FUNDS

SECTION 4.01 <u>Purchase Price; Down Payment</u>. The purchase price (the "Purchase Price") to be paid by Developer for the Property shall be $100,000.00, payable as follows:

(a) The Developer shall pay to the Seller a down payment of $10,000.00 (the "Earnest Money") upon the execution of this Contract, which Earnest Money shall be non-refundable, except to the extent provided in Section 5.01 and Section 7.02.
(b) The Earnest Money shall be applied as a credit toward the Purchase Price at Closing.
(c) The balance of the Purchase Price shall be paid to the Seller at Closing.

SECTION 4.02 Acceptable Moneys. All monies payable under this Contract, unless otherwise specified in this Contract shall be paid by:

(a) Certified checks of the Developer on behalf of the Developer or any person making a purchase money loan to the Developer drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, payable to the order of the Seller; or
(b) Official bank checks drawn by any such banking institution, payable to the order of the Seller; or
(c) Wire transfer to an account specified by Seller.

ARTICLE 5
CONDITIONS PRECEDENT

SECTION 5.01 Conditions to Developer's Obligation; Right to Terminate. In addition to the conditions otherwise set forth herein, the Developer's obligation to purchase the Property shall be contingent upon the following conditions:

(a) Prior to conveyance of the Property, the Developer shall have the option to terminate this Contract, and receive a refund of the Earnest Money, on or before the Closing Date if despite Developer's commercially reasonable efforts, Developer is unable to obtain all Approvals and Permits (including but not limited to approval from New York State Homes and Community Renewal's Environmental Justice analysis), necessary to receive a building permit for the Project. In the event the Property does not receive approval from New York State Homes and Community Renewal's Environmental Justice analysis and this Contract is terminated, the Developer shall, for a period of three (3) years beginning on the date of such termination and ending on the day immediately preceding the third anniversary of such date (the "ROFR Period"), have the a right-of-first-refusal if the Property is thereafter offered for sale, redevelopment, or marketed for sale, as follows: In the event that Seller shall, during the RORF Period, receive a bona fide offer to purchase the Property, Developer shall have the right of first refusal to meet any bona fide written offer of purchase on the same terms and conditions of such offer. Upon Developer's failure to meet such bona fide offer within twenty (20) days after notice thereof from Seller, Seller shall be free to sell the Property to such third person in accordance with the terms and conditions of the offer (or substantially similar terms and conditions). If the third party offer does not close, then this right of first refusal shall revive for the remainder of the ROFR Period. Commercially reasonable efforts shall include, but not be limited to, Developer's reasonable efforts to obtain, on or before twenty-four (24) months after the date of this Contract, a complete site plan approval for the Project from the City of Newburgh Planning Board, any variances (if applicable) from the City of Newburgh

Zoning Board of Appeals, and any approvals (if applicable) from the City of Newburgh Architectural Review Commission. At the request of Developer, a notice of the Developer's right of first refusal shall be prepared and recorded in the Orange County Clerk's Office.

(b) Developer shall be deemed to have waived such contingency if written notice of termination of this Contract is not given to Seller no fewer than 30 days prior to the Closing Date.

SECTION 5.02 Conditions to Seller's Obligations. In addition to the conditions otherwise set forth herein, Seller's obligations to convey the Property shall be contingent upon the following conditions:

(a) Developer shall have paid the Purchase Price as provided in Article 3 of this Contract.
(b) Developer shall have deposited all Required Guarantees, if any, required by this Contract.
(c) Developer shall have furnished the Seller with a certified statement of the total estimated development cost of the Project and evidence reasonably satisfactory to the Seller that the Developer has adequate financing to complete the Project. The Developer shall have obtained all required Approvals and Permits for the Project.
(d) The Developer shall have submitted Plans and Specifications prepared by an Architect together with a certificate from such Architect that such Plans and Specifications are consistent with all Approvals and Permits.
(e) The Developer shall not be in default pursuant to the terms of this Contract.

SECTION 5.03 Seller's Right to Terminate. Seller shall have the right to terminate this Contract by written notice to the Developer, but without any obligation to refund the Earnest Money, if all of the conditions precedent to conveyance set forth in Section 5.02 have not been satisfied by the Closing Deadline. Seller shall use reasonable discretion is determining whether any of said conditions have (or have not) been satisfied.

SECTION 5.04 Termination of Contract. Upon termination by either party pursuant to this Contract, this Contract shall be null and void, and no action, claim or demand may be based on any term or provision of this Contract, other than Sections 6.03 (Indemnity) and 9.05(e) (Environmental Indemnity).

ARTICLE 6
COVENANTS

SECTION 6.01 Developer's Covenants. In addition to the agreements otherwise set forth herein, Developer makes the following covenants for the benefit of Seller.

(a) Design and Approvals:

   i. Developer will prepare a project design for the Project and submit Plans and Specifications to the Seller's land use boards in what Developer or the Architect reasonably believes to be sufficient time for review and approval prior to the Closing Deadline.

ii. Developer will use commercially reasonable efforts to obtain land use board approval(s) for the Project at least 60 days prior to the Closing Deadline and obtain Approvals and Permits for the Project at least 30 days prior to the Closing Deadline.

(b) Completion Deadline:

i. Subject to events of force majeure, Developer will complete the construction of the Project not later than the Completion Deadline.

(c) Construction. In construction of the Project, Developer:

i. Shall at its own cost and expense use commercially efforts to obtain all Approvals and Permits;

ii. Shall comply with all requirements of Governmental Authorities applicable to the construction and installation of the Improvements which shall comprise the Project;

iii. Shall have received Seller's prior written approval, not to be unreasonably withheld, conditioned or delayed, of all architects, engineers and general contractors to be engaged in the planning, design, and construction of the Public Improvements, which prior written approval of Seller will not be given, apart from any other considerations, unless such architects, engineers, and contractors specifically agree to complete their work for Seller, at Seller's request, in the event of Developer's default. Seller hereby approves Coppola Associates as the Project architect, Insite Engineering, Surveying, P.C. as the Project engineers, and Tern Construction & Development as the Project general contractor; provided that Developer shall have the right to select alternatives to any or all of the foregoing, subject to Seller's approval right as stated above.

iv. Shall perform the construction and installation of the Project expeditiously, in compliance with the Plans and Specifications, in a good and workmanlike manner and in accordance with the provisions of this Contract.

v. Shall pay all proper accounts for work done or materials furnished under all contracts to which it has entered into relating to the construction of the Project.

vi. Shall, if any Lien is filed or asserted, including, without limitation, any Lien for the performance of any labor or services or the furnishing of materials, whether or not valid, is made against the Property or any part thereof in the interest therein of the Seller, or the interest therein of a Party under this Contract, other than Liens for Taxes not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by this Section, forthwith upon Developer's receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) give written notice thereof to Seller and, except where the validity of such Lien is being contested in accordance with the provisions of this Section, take all action (including the payment of money and/or the securing of a bond) at its own expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Contract shall be construed as constituting the express or implied consent to or permission of the Seller for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against Seller's interest in the Property. The Developer may at its sole expense contest, after prior written notice to the Seller, by appropriate action conducted in good faith and with due diligence in the amount or validity or application, in whole or in part, any Lien, if (i) such proceeding shall suspend the execution or enforcement of such Lien against the Property or Improvements or any part thereof or any interest therein, or in this Contract, of the Seller or Developer or against any of the amounts payable under this Contract, (ii) neither the Property or Improvements nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (iii) the Seller would not be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (iv) the Developer shall have furnished such security, if any, as may be required in such proceedings; if such proceeding could result in the Seller being in any reasonable danger of civil liability, including accrual of interest, fines and/or penalties, the Developer shall deliver a written confirmation to the Seller that the Developer shall indemnify and hold the Seller harmless from any claims, liabilities, costs or expenses as may derive with respect thereto, and the Developer shall provide to the Seller such security as the Seller may reasonably require.

vii. Shall, at the written request of the Seller, provide all reasonable information as may be requested with respect to any Lien, the status thereof, the amount in dispute, and the action taken or proposed to be taken by the Developer in connection therewith.

SECTION 6.02 Seller's Covenants. Seller covenants that it will comply with the following covenants between the date of this Contract and the Closing, unless this Contract is earlier terminated in accordance with its terms:

(a) The Seller shall not encumber the Property or enter into any lease or other occupancy agreement therefor, without the prior written consent of the Developer, which may be granted or withheld in the Developer's sole discretion. Seller shall deliver the Property to Developer at Closing free of leases, occupants and tenancies.

(b) The Seller shall allow for Developer or Developer's representatives access to the Property upon reasonable prior notice pursuant to Section 9.05 of this Contract.

(c) Seller shall cooperate when reasonably requested by Developer, at Developer's expense, in connection with any application for planning or other regulatory approvals necessary in connection with the contemplated use of the Property for the Project consistent with this Contract (including but not limited to the Approvals and Permits), subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall at all times indemnify and hold the Seller harmless from and against and all Claims, including reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against the Seller, its officers, employees, and agents (the "Indemnified Parties"), arising during the term of this Contract upon or about the Property by reason of the acts or omissions of Developer or its Permittees, as defined below, or resulting from, arising out of, or in any way connected with (1) breach of the representations set forth in Section 2.01, whether prior to or after the Closing; (2) the funding of the costs of the Project; (3) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project or any part thereof or the effecting of any work done in or about the Property; (4) any defects, whether latent or patent, in the Improvements constructed or renovated by Developer; (5) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Improvements or any portion thereof; or (6) any act or omission of Developer or any of its agents, concessionaires, contractors, servants, employees, tenants, or invitees ("Permittees"), including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Contract, but excluding, in all events, Claims and liabilities to the extent caused by or resulting from the negligence or intentional misconduct of the Indemnified Parties. The Developer shall require any of its Permittees who perform construction work on the Property to agree to indemnify the Indemnified Parties and Developer for Claims with respect to the Permittee's scope of work, excluding negligence or willful misconduct of the party to be indemnified. If any action or proceeding is brought against Seller because of any one or more of the Claims, Developer, at its sole cost and expense, upon written notice from Seller, shall defend (or cause to be defended by insurance counsel) that action or proceeding by competent counsel acceptable to Seller.

ARTICLE 7
OBJECTION TO TITLE, FAILURE TO PERFORM

SECTION 7.01 Developer to Deliver Title Report. Developer shall cause a copy of a title report from the Title Insurer to be forwarded to Seller within thirty (30) days of the date hereof. Seller shall be entitled to a reasonable period of time of not less than one hundred eighty (180) days to remove any defects in or objections to title noted in such title report and any other defects or objection which may be disclosed on or prior to the Closing Date. Developer shall be deemed to have waived any objections to title if not made within twenty (20) days after receiving the title report, or within twenty (20) days after receiving an update to the title report with respect to exceptions contained in such update which were not raised in any prior report. Seller hereby acknowledges that a fence currently encroaches on a portion of the Property from a contiguous property owned or operated by R.I.M. Plumbing & Heating Supply. Prior to Closing, Seller may, at its election, cause such encroachment to be removed in a manner that ensures that the owner of such contiguous property has no claim or right relating to the encroachment, and no exception to title insurance coverage is taken for such encroachment or any claim or right relating thereto. If Seller does not elect to so remove the encroachment and the closing occurs, Developer shall accept title subject to the encroachment, in which event Seller agrees to provide reasonable assistance and cooperation to Developer to defend any claim of adverse possession or prescriptive easement which may be made by the owner of such contiguous property based in whole or in part upon the presence, during the Seller's period of ownership of the Property, of the encroachment. The provisions of this Section 7.01 shall survive the closing.

SECTION 7.02 Developer's Right to Terminate. If Seller is unable to cause title to the Project to be conveyed at the Closing in accordance with the provisions of this Contract, Developer may elect to accept such title as Seller may be able to cause to be conveyed. If Developer shall not so elect, Developer may terminate this Contract upon thirty (30) days' notice to Seller and Seller shall be obligated to return the Earnest Money to Developer. Upon such termination, the Contract shall be null and void and the parties hereto shall be relieved of all further obligations and liability except that the provisions of Section 9.05(e) and Section 6.03 shall survive the closing.

ARTICLE 8
DESTRUCTION, DAMAGE OR CONDEMNATION

SECTION 8.01 General Obligations Law to Control. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Contract.

ARTICLE 9
SITE CONDITIONS; INVESTIGATIONS; APPROVALS

SECTION 9.01 As-Is Condition. The Seller is conveying the Property in "as is" condition. The Seller expressly disclaims any warranties or representations whatsoever including without limitation soil conditions, the existence of below-grade foundations (whether or not concealed), environmental conditions, air-quality, or the location of existing underground utilities. Any costs related to abnormal conditions or quality of the subsoil, or to the improvement of the subsoil, or to demotion and removal of any abandoned utilities or improvements, or to the construction of new utilities, or related to hazardous soil conditions in any way whatsoever, will be the responsibility of the Developer.

SECTION 9.02 No Representations. No representation, statement or warranty, express or implied, has been made by Seller as to the condition of the Property, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations. Developer assumes all responsibility for compliance with such use regulations, and Seller shall have no liability or responsibility for any defect in the Property or for any limitations upon the use of the Property.

SECTION 9.03 Developer to Obtain Approvals. Developer, at its sole expense, shall take all actions that it reasonably deems necessary to obtain, and shall make and diligently prosecute all applications for Approvals and Permits. Nothing in this Contract shall be construed as the consent, request, approval, or agreement of Seller, express or implied, by inference or otherwise, to any applications for Approvals and Permits made by Developer to any agency or body of the City, nor any agreement or contract to change, amend, modify, or alter any local law, code, or ordinance of the City or any agency or body of the City. The failure by Developer to receive any Approvals and/or Permits from Seller, other body of the City, and/or public agency, shall not be a valid basis for claiming Seller default pursuant to the terms of this Agreement.

SECTION 9.04 Zoning and Planning Approvals.

(a) The Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the zoning code and/or variances. In the event of any proposed modifications by the Developer to the proposed Project, the Developer understands that the granting of such requests is within the discretion of the applicable governmental body and that nothing in this Contract obligates the City, the Seller, or any other governmental body to provide for such approvals. The Project is to be in conformance with all applicable zoning requirements as they may be so amended.

(b) If Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason(s) related to grant of approvals from the City of Newburgh Planning Board, Zoning Board of Appeals, and/or Architectural Review Commission, Developer may request an extension of time to receive any Approvals and Permits required to complete the Project. Developer must make said request in writing. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time for a period not to exceed, six (6) months. Any additional request(s) thereafter shall be made in writing and placed before the City Council for its consideration. The foregoing notwithstanding, in the event the Developer has not received unconditional commitments for the tax credits and/or financing that the Developer intends to seek for the acquisition and development of the Property, Developer shall have the right to obtain a one-year extension of the Closing Date.

SECTION 9.05 Environmental and Soil Investigation and Testing.

(a) Seller grants to Developer the right to conduct an examination to obtain a report or reports by a qualified consultant or consultants (the “Consultants”) concerning the presence of any (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or operator(s) of the Property; or (iv) such other survey, soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by a Governmental Authority which must approve any aspect of the development of the Project.
(b) Developer may terminate this Contract on or before 180 days after the date of this Contract (but without the right to receive a refund of the Earnest Money) in the event such report indicates the presence of any such matters. Developer shall provide a copy of any such report to Seller which obligation shall not extend to attorney-client privileged materials or other confidential materials.
(c) Such investigation and testing may include, without limitation, (i) site inspection; (ii) drilling, core sampling, taking of samples for analysis, installing, monitoring and testing devices; (iii) interviews of present occupants of the Property; (iv) a review of public records concerning the Property and other properties in the vicinity of the Property; and

(v) a review of aerial photographs of the Property and other evidence of historic land uses.

(d) The investigation and testing any be performed at any time or times, except that entry upon the Property shall be on reasonable notice, and under reasonable conditions. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing, including drilling, core sampling, and the taking of such other samples as may be necessary to conduct the investigation and testing as required in the opinion of the Consultants. The Consultants may install, and monitor such testing and sampling devices as in their opinion are reasonable and necessary. Seller shall have the right to be present during all testing and sampling and survey work.

(e) Developer shall pay all costs and expenses of such investigation and testing, and Developer shall indemnify and hold Seller harmless from and against all costs and liabilities relating to Developer's activities, but expressly excluding losses, costs and expenses arising out of latent defects, the displacement or disturbance of pre-existing conditions, the negligence or misconduct of Seller, or any diminution in value in the Property arising from, or related to, matters discovered by Developer during its investigation of the Property. Developer shall further repair and restore any damage to the Property caused by or occurring during Developer's investigation and testing and return the Property to substantially the same condition as existed prior to such entry. Developer and Consultants shall provide evidence of insurance satisfactory to Seller prior to having access to the site.

ARTICLE 10
CLOSING OBLIGATIONS; APPORTIONMENTS

SECTION 10.01 <u>Seller's Closing Obligations</u>. At the Closing, the Seller shall deliver the following to the Developer:

(a) A quitclaim deed, including the covenant required by Section 13 of the Lien Law, properly executed and in proper form for recording so as to convey the title required by this Contract.

(b) A bill of sale conveying, transferring and selling to Developer all right, title and interest of the Seller in and to any Equipment.

(c) A non-foreign affidavit, properly executed and in recordable form, containing such information as shall be required by Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations issued therefor.

(d) Such affidavits as Developer's title company shall reasonably require in order to omit from its title insurance policy all exceptions for leases, tenancies, judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the Seller's name.

(e) A designation agreement designating the "reporting person" for purposes of completing IRS Form 1099-S

(f) Subject to Permitted Exceptions, exclusive possession of the property in the condition required by this Contract.

SECTION 10.02 Developer's Closing Obligations. At the Closing, Developer shall do the following:

(a) Developer shall deliver to Seller the portion of Purchase Price payable at Closing.
(b) Developer shall cause the deed to be recorded, duly complete all required real property transfer tax returns (such returns to be countersigned by Seller where applicable) and cause all such returns and check in payment of such taxes to be delivered to the appropriate officers promptly after Closing.
(c) Developer shall deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities with respect to the Property will be apportioned as of the Closing Date. Water and sewer charges and sanitation fees will be paid by the Seller to the Closing Date.

ARTICLE 11
DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

(a) Termination of Contract by Seller. Upon the occurrence of any default under this Contract by Developer Seller may, at its option, or any time thereafter, give written notice to Developer specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall be not less than ten (10) days after the date of such notice, unless such default is cured prior to the end of such notice period. Unless so cured, upon the date specified in the notice, this Contract and all rights of Developer under this Contract shall terminate. The termination of this Contract does not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Contract, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Contract. The termination of this Contract and the retention of the Earnest Money will be the sole remedy available to Seller for such default by Developer and Developer will not be liable for damages or specific performance.

(b) Termination by Developer. Upon the occurrence of any default by Seller, Developer may, at its option, at any time thereafter, give written notice to Seller specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall not be less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract shall terminate. The termination of this Contract shall not relieve the Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Contract, which shall survive. If Seller defaults under this Contract, this provision does not preclude Developer from seeking specific performance of this Contract but Developer shall have no right to seek damages from Seller for Seller's defaults hereunder.

SECTON 11.02 Force Majure. If Seller or Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason of Force Majure, performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (but not to exceed ninety (90) days), provided the party delayed shall give the other party notice and full particulars of the Force Majure within a reasonable time after the event occurs. The provisions of this Section shall not excuse Developer from the prompt payment of amounts due under this Contract.

SECTION 11.03 Cumulative Rights and Remedies. Each right and remedy under this Contract shall be cumulative and shall be in addition to every other right or remedy provided for in this Contract or not or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Seller of any one or more of those rights or remedies shall not preclude simultaneous or later exercise by Seller or any or all other rights or remedies Seller may have.

SECTION 11.04 Proof of Guarantees. Developer represents to Seller that one or more principals of Developer will be obligated to issue a guarantee of completion to the Lending Institution and/or investor(s) for the Project. At the request of Seller, Developer shall furnish Seller with true and complete copies of each such guarantee.

ARTICLE 12
MISCELLANEOUS PROVISIONS

SECTION 12.01 Assignment and Subletting. The Developer and Seller agree that the Developer has been selected by the Seller based on unique and specific qualifications relating to the development of the Project. Prior to the Closing Date, the Developer shall not sell, assign, mortgage or transfer any interest in the Property or this Contract without the prior written consent of the Seller, which shall be at the discretion of the Seller. Seller hereby consents to the assignment of this Contract to any assignee owned or controlled by Developer, or under common control with Developer. Notwithstanding, any such assignment, Developer shall remain responsible for the covenants set forth in Article 6. Developer or one of its officers shall be the managing partner or controlling shareholder of any transferee. Any transferee shall have the qualifications and financial responsibility necessary in the determination of the Seller to assure compliance with the obligations of the Developer herein. Any transferee, by instrument in writing satisfactory to the Seller and in recordable form, shall, for itself and its successors and assigns, have assumed all of the obligations of the Developer under this Contract and agreed to be subject to all conditions and restrictions herein.

SECTION 12.02 Entire Agreement; Amendment. This Contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or termination except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

SECTION 12.03 No Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver ofay other or subsequent failure or refusal by such party to so comply.

SECTION 12.04 Governing Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 12.05 Recording. Either party shall have the right to record, at its own expense, a memorandum of this Contract.

SECTION 12.06 Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

SECTION 12.07 Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

SECTION 12.08 Severability. In the event that any of the provisions, or portions, or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Developer shall negotiate an equitable adjustment in the provision of this contract with a view toward effecting the purpose of this contract, and the validity and enforceability of the remaining provisions or portions, or applications thereof, shall not be affected thereby.

SECTION 12.09 Notices. All notices required or permitted under this Contract shall be in writing and shall be delivered personally, sent by a nationally recognized reputable overnight delivery service, or sent by U.S. First Class certified mail, postage prepaid, return receipt requested, addressed to the following addresses. Notices shall be deemed effective on the earlier of the date of receipt or three business days after the date of mailing. Any party may change its address for the service of notice to the other parties as provided herein.

Developer as follows:

The Kearney Realty & Development Group Inc.
34 Clayton Boulevard, Suite A,
Baldwin Place, New York 10505

with a copy to:

Levine & Levine, PLLC
2 Jefferson Plaza, Suite 100
Poughkeepsie, New York 12601
Attn.: Dale J. Lois, Esq.

Seller as follows:

City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to

Corporation Counsel
Attn: Michelle Kelson
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

or as Developer or Seller shall otherwise have given notice as herein provided.

SECTION 12.10 No Broker. The parties warrant and represent to each other that no broker brought about, or participated in, this Contract or transaction. Seller and Developer shall indemnify and hold one another harmless against all liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction.

SECTION 12.11 Project Mortgage. At or in connection with the Closing, the Developer intends to obtain a Project Mortgage on the Property provided by a Lending Institution for the acquisition of the Property and construction of the Project.

SECTION 12.12 No Partnership or Joint Venture. This Contract does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as a to new, specifically defined legal relationship.

SECTION 12.13 Obligations of Governmental Agencies. Notwithstanding any statement or representation to the contrary contained herein or in any of the other implementing agreements, the obligations and agreements of the Seller contained herein and in the other implementing agreements and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall be deemed the obligations and agreements of the Seller, and not of any member, officer, agent or employee of the Seller in her or her individual capacity, and the members, officers, agents and employees of the Seller shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.14 Withdrawal of Offer. This Contract shall be deemed withdrawn unless accepted by Seller and a fully executed counterpart of this Contract returned to Developer on or before ____________ (60 days from City Council approval).

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Seller: CITY OF NEWBURGH

By:

Its: City Manager
Per Resolution No.

Developer:

By:

Its:

5/20/20 DRAFT FOR REVIEW

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_______________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

____
Notary Public

STATE OF NEW YORK)
) 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 ___________________, 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 her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

____
Notary Public

5/20/20 DRAFT FOR REVIEW

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as 15 South Colden Street, being more accurately described as Section 46, Block 3, Lot 8.2 on the Official Tax Map of The City of Newburgh, bounded and described as follows:

SCHEDULE “B”
PERMITTED ENCUMBRANCES

1. Any and all easements for utilities, both public and private, sewers, water lines, streets, and rights-of-way are of record as of the date of this Contract;

2. Such easements, covenants, reservations, encumbrances or restrictions as are of record as of the date of this Contract;

3. All provisions of any zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, and any and all other provisions of municipal ordinances, regulations or public laws;

4. Real estate taxes and assessments that are a lien but not yet due and payable;

5. Any state of facts a survey or personal inspection of the premises would disclose as of the date of this Contract;

6. The rights reserved to the Seller described in this Contract.

SCHEDULE “C”
MINIMUM IMPROVEMENTS AND DEVELOPMENT DEADLINES

1. Minimum improvements shall include a mixed use redevelopment of the Property consisting of no more than 75,000 square feet of commercial and residential uses and approximately 73 Housing Units for residential use. No fewer than 40 of such Housing Units shall have a preference for those involved in artistic or literary activities; no fewer than 5 of such Housing units shall be offered to residents making a maximum of 40% of the AMI; and approximately 68 of such Housing Units shall be offered to residents making a maximum of 100% of AMI.

2. Workforce Development: The Developer will incorporate a workforce development plan into the Project consisting of an internship with the Developer’s construction firm to a local individual; recruitment and the potential training and hiring of City of Newburgh residents during the construction phase of the Project; identification and outreach to local subcontractors and suppliers to invite them to bid, and encouraging subcontractors to use local employment; and the development of continuous work force development training on the Project site in collaboration with existing local workforce training providers such as SUNY Orange and RUPCO.

3. Artist Certification Committee: The Developer will establish a Project Artist Certification Committee of which two (2) seats can be made available to individuals from the City of Newburgh community.

4. The Developer will use best efforts to comply with the One Percent for Public Art Program established by Article II of Chapter 14 of the Code of Ordinances of the City of Newburgh.

5. Within one hundred fifty (150) days of the execution of this Contract, the Developer shall submit a site plan application to the City of Newburgh Planning Board for the Project meeting the requirements of this Contract.

6. Closing Deadline: No longer than twenty-four (24) months from the execution of this Contract, the Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from all Governmental Authorities with jurisdiction and power of approval over the Property required to construct the Project. The Closing shall take place at such time as is set forth in Sections 3.03 and 9.04(b).

7. Commencement Deadline: No longer than three (3) months from the Closing Date, the Developer shall have commenced construction of the Project.

8. Completion Deadline: No longer than twenty-two (22) months from the Closing Date, Developer shall have completed construction of the Project and Developer shall have applied to the Building Inspector and Code Compliance Office of the City of Newburgh for a Certificate of Occupancy and no longer than twenty-six (26) months from the Closing Date shall have obtained a Certificate of Occupancy for the entire Project.

9. Developer will diligently pursue funding from NYS Homes and Community Renewal to support construction of the Housing Units that are restricted by AMI and will be governed under a regulatory agreement with NYS Homes and Community Renewal.

10. Developer will provide to the Seller a financing plan for the Project which may include a proposal for payment in lieu of taxes (PILOT) and/or reliance on an available statutory tax exemption, provided however that the Seller makes no representation as to the availability of any exemption or PILOT agreement, and any such agreement shall remain subject to discretionary approval of any Governmental Authority with jurisdiction.

11. Ownership of the Property for development shall be taken in such form as shall be required by Developer's Lending Institution, the NYS Homes and Community Renewal and/or Developer's investors. Without limiting the foregoing, ownership may be taken in a for profit entity subject to approval by the Seller as to financial and administrative capacity for completion, maintenance and operation and meeting the requirements of Section 12.01.

5/20/20 DRAFT FOR REVIEW

SCHEDULE “D”
PROPOSED DEED

THIS INDENTURE, made the ______ day of _______, in the year two thousand ___________________

BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, party of the first part, and

__________________________, having an address of ______________________, ________________, New York _________, party of the second part.

WITNESSETH, that the party of the first part, in consideration of $100,000.00 paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as 15 South Colden Street, in the City of Newburgh and being more accurately described as Section 46, Block 3, Lot 8.2 on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record, provided any covenants and restrictions that are not of record have been disclosed to the party of the second part prior to the recording of this deed, existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING the same premises indicated as In Rem No.: _____ in a deed from ______________ to The City of Newburgh, dated ______________, 20___, and recorded in the Orange County Clerk's Office on _________________, 20__ in Liber ________ of Deeds at page _____.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the parties have duly executed this deed the day and year first above written.

IN PRESENCE OF: THE CITY OF NEWBURGH

BY:____

, City Manager

Pursuant to Resolution No.:

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

On the _______ day of _______________ in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _________________, 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.

____

ENTITY

BY:____

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

5/20/20 DRAFT FOR REVIEW

On the ________ day of _________________ in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

____

RECORD & RETURN TO:

RESOLUTION NO.: ________-2020

OF

JUNE 8, 2020

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO REV. WOODROW W. MITCHELL, EXECUTOR UNDER THE LAST WILL AND TESTAMENT OF JOHN MITCHELL, TO THE PREMISES KNOWN AS 264 LIBERTY STREET (SECTION 18, BLOCK 6, LOT 32)

WHEREAS, on June 11, 1985, the City of Newburgh conveyed property located at 264 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 6, Lot 32, to the Estate of John Mitchell; and

WHEREAS, such deed was lost and never recorded; and a replacement deed was issued to Rev. Woodrow W. Mitchell, Executor under the last will and testament of John Mitchell, on June 23, 1987; and

WHEREAS, the attorney representing the owner in the sale of the premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate the sale; and

WHEREAS, it has been determined that such release be granted; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 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 264 Liberty Street, Section 18, Block 6, Lot 32 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a replacement deed dated June 23, 1987, from THE CITY OF NEWBURGH to REV. WOODROW W. MITCHELL, EXECUTOR UNDER THE LAST WILL AND TESTAMENT OF JOHN MITCHELL, recorded in the Orange County Clerk's Office on September 1, 1988, in Liber 3000 of Deeds at Page 65 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 Donat, City Manager
Pursuant to Res. No.: __________

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 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.: ________-2020

OF

JUNE 8, 2020

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO WORKS III ASSOCIATES, LP, TO THE PREMISES KNOWN AS 241 THIRD STREET (SECTION 22, BLOCK 2, LOT 2), 48 JOHNSTON STREET (SECTION 30, BLOCK 3, LOT 39), 50 JOHNSTON STREET (SECTION 30, BLOCK 3, LOT 40) AND 52 JOHNSTON STREET (SECTION 30, BLOCK 3, LOT 41)

WHEREAS, on April 30, 1997, the Newburgh Community Development Agency ("NCDA") conveyed properties located at 241 Third Street, 48 Johnston Street, 50 Johnston Street and 52 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 22, Block 2, Lot 2, and Section 30, Block 3, Lots 39, 40 and 41, respectively, to Works III Associates, LP; and

WHEREAS, the owner of the premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

WHEREAS, it has been determined that such release be granted; and

WHEREAS, this Council has determined that issuing a Release of Restrictive Covenants by the City of Newburgh, as successor in interest to the NCDA, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2 and 3 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, as Successor in Interest to the Newburgh Community Development Agency, 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 241 Third Street, 48 Johnston Street, 50 Johnston Street and 52 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 22, Block 2, Lot 2, and Section 30, Block 3, Lots 39, 40 and 41, from those restrictive covenants numbered 1, 2 and 3 in a deed dated April 30, 1997, from the NEWBURGH COMMUNITY DEVELOPMENT AGENCY to WORKS III ASSOCIATES, LP, recorded in the Orange County Clerk's Office on May 12, 1997, in Liber 4566 of Deeds at Page 314 and does further release said premises from the right of re-entry reserved in favor of the Newburgh Community Development Agency as set forth in said deed.

Dated: _________________, 2020

THE CITY OF NEWBURGH, as Successor
in Interest to the Newburgh Community
Development Agency

By: ______________________________
Joseph Donat, City Manager
Pursuant to Res. No.: __________

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 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.: _______ - 2020

OF

JUNE 8, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE ECOLOGICAL CITIZEN'S PROJECT, INC. TO ALLOW USE AND ACCESS TO A PORTION OF 61 TEMPLE AVENUE (SECTION 42, BLOCK 1, LOT 1) FOR A COMMUNITY GARDEN

WHEREAS, Ecological Citizen's Project, Inc., in conjunction with technical assistance from Scenic Hudson, is looking to expand its existing Regenerative Communities community farmer program to the east side of Crystal Lake as a site for cultivation of vegetables, fruits, berries, and other larger plantings through regenerative farming practices and associated community programs; and

WHEREAS, the Regenerative Communities community farmer program will provide affordable, healthy fruits and vegetables to surrounding neighborhood residents and encourage public use and enjoyment of the Crystal Lake site; and

WHEREAS, Crystal Lake is currently underutilized and subject to dumping due to lack of oversight and regular activity and the community farmer also would engage in regular trash clean-up and maintenance of the grounds around the entrance to Temple Avenue and their farm site; and

WHEREAS, the proposed garden expansion would be located at 61 Temple Avenue, more accurately described as Section 42, Block 1, Lot 1 on the official Tax Map of the City of Newburgh, and access to the property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Ecological Citizen's Project, Inc., to allow access to City-owned property known as 61 Temple Avenue (Section 42, Block 1, Lot 1) for the purpose of expanding its gardening and farming program.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _______________, 2020, by and between:

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

ECOLOGICAL CITIZEN'S PROJECT, INC., with an address of 69 South Mountain Pass, Garrison, NY 10524 ("Licensee").

WHEREAS, the City is the owner of a parcel of vacant land located at 61 Temple Avenue in the City of Newburgh, and more accurately described as Section 42, Block 1, Lot 1 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of undertaking gardening and farming activities in connection with its Regenerative Communities community farmer program;

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

Section 1. Grant of License. The City hereby represents that it owns 61 Temple Avenue in the City of Newburgh, and more accurately described as Section 42, Block 1, Lot 1 on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, apprentices, volunteers, agents, invited guests, and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 61 Temple Avenue, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform certain gardening, community programs, and farming work as part of the Regenerative Communities community farmer program administered by Licensee.

Section 2. Use of and Access to 61 Temple Avenue ("the Property"). Entry to the Property is limited to the use and access necessary to create, plant and maintain an urban garden and farm and associated community programs undertaken by the Regenerative Communities community farmer program administered by the Licensee. Licensee shall not engage in any tree clearing activities. Licensee shall access the Property through the existing roadway known as Temple Avenue and shall make all reasonable efforts to prevent the urban garden and farm from encroaching into the existing roadway. Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall perform regular trash clean-up and maintenance of the grounds around the entrance to Temple Avenue and its garden site. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of work on the Property.

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

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

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

> 1. General Liability Insurance in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $3,000,000.00 on account of any one occurrence.
>
> 2. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences. The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

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

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God or hidden defects under the City's or a previous licensee's prior care. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume blame, loss and responsibility of any nature to the extent of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby. Licensee will not be liable for damages in excess of Licensee's insurance coverage per occurrence, except such limitations will not apply to claims based on Licensee's intentional breach of this agreement or willful misconduct.

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

Section 6. Term of License. The license or privilege hereby given shall commence upon the signing of this licensee agreement and shall expire without further notice to either party to the other at midnight December 31, 2025 subject to Section 8 below. The license may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

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

Section 8. Termination of License. Either party may terminate this license prior to December 31, 2025, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. Licensor's written notice of termination for cause will include a list of deficiencies and opportunity for Licensee to cure deficiencies within the thirty (30) day period. If Licensee does not cure the deficiencies within the thirty (30) day period, Licensee may terminate this License immediately.

The City may terminate this license agreement by ten (10) days' written notice when and if in its sole judgment it deems such termination is necessary by operation of law in the City's sole reasonable discretion.

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

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

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

Remainder of this page intentionally left blank/Signature page to follow

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: ______________________________

Joseph Donat, City Manager
Per Resolution No.:

ECOLOGICAL CITIZEN'S PROJECT, INC.
LICENSEE

By: _________________________________

Approved as to form:

____
MICHELLE KELSON, Corporation Counsel

____
TODD VENNING, City Comptroller

RESOLUTION NO.: ____________ - 2020

OF

JUNE 8, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE POWER AUTHORITY SMART STREET LIGHTING PROGRAM GRANT IN THE AMOUNT OF $75,000.00 WITH NO CITY MATCH

WHEREAS, the New York State Power Authority Smart Street Lighting Program provides assistance with converting existing streetlight systems to energy-efficient LED to enable municipalities to save taxpayer dollars, provide better lighting to their community, reduce energy use and subsequently decrease a community's impact on the environment; and

WHEREAS, the Smart Street Lighting grant will provide funding in the amount of $75,000.00 with no City match which will be used to offset the cost of acquisition of street lighting infrastructure and conversion to LED lighting and is anticipated to save the City of Newburgh approximately 40% of the cost of street lighting; and; and

WHEREAS, the cost of conversion will be financed by the New York Power Authority from the electric cost savings over a period of 5 to 10 years and includes a maintenance plan for new fixtures; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Power Authority Smart Street Lighting Program Grant in the amount of $75,000.00 with no City-match; 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 to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

City of Newburgh

GRANT APPLICATION FORM

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Smart Street Lighting	NAME OF DEPARTMENT REQUESTING GRANT:	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Victor Cornelius
NAME OF GRANT/NAME OF AWARDING AGENCY: NYPA(New York Power Authority)	GRANT SUBMITTAL DATE:	AMOUNT OF AWARD: $75,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No match	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: The New York Power Authority is awarding the city an initial $75,000 Smart Streets grant to initiate the process of the City's acquisition of its Street lighting infrastructure and its conversion to LED.

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: N/A
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO COMMENTS: N/A
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS: N/A
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO CITY COMPTROLLER SIGNATURE:____________________________ 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: ____

Reilly, Helen

From:	Victor Cornelius <victorcornelius@aol.com>
Sent:	Thursday, May 28, 2020 9:36 AM
To:	Reilly, Helen
Subject:	Re: NYPA Grant.

Helen-

NYPA is forwarding me details today. They're holding the funds pending my completion of the paperwork- they've already committed for them by email. I'll get this to you asap.

No match. We're also eligible for an additional $150,000, but after we sign up for the LED plan, which is going to be presented in workshop in the next month.

Best,

Victor Cornelius
Endeavor Municipal Development, Inc.
518-334-2710

-----Original Message-----
From: Reilly, Helen <HReilly@cityofnewburgh-ny.gov>
To: 'Victor Cornelius' <victorcornelius@aol.com>
Sent: Thu, May 28, 2020 9:32 am
Subject: RE: NYPA Grant.

Victor,

Do you have an attachment that I can include with information on the Smart Street lighting grant? Also, will there be any cost (match) to the City?

Thanks,
Helen

From: Victor Cornelius <victorcornelius@aol.com>
Sent: Thursday, May 28, 2020 9:27 AM
To: Reilly, Helen <HReilly@cityofnewburgh-ny.gov>
Subject: Re: NYPA Grant.

Thanks for keeping up on me about this, Helen.

The grant is for $75,000. It's a New York State "Smart Street Lighting" grant, which will offset the cost of the City of Newburgh's acquisition of its street lighting infrastructure from Central Hudson, and its subsequent conversions to LED.

It's anticipated that the street lighting acquisition and conversion, as well as improvement of the street poles, will ultimately save the city approximately 40% in its cost of electricity for street lighting.

The additional cost of the conversion process will be financed by NYPA (New York Power Authority) from the savings on the electric cost, over a period of five to ten years, costing the city nothing in terms of energy cost.

A maintenance plan, implemented by NYPA crews, for the new fixtures will be included in NYPA's proposal.

Let me know if you need more information.

Victor Cornelius
Endeavor Municipal Development, Inc.
518-334-2710

-----Original Message-----
From: Reilly, Helen <HReilly@cityofnewburgh-ny.gov>
To: 'Victor Cornelius' <victorcornelius@aol.com>
Cc: Donat, Joseph <JDonat@cityofnewburgh-ny.gov>
Sent: Thu, May 28, 2020 8:36 am
Subject: RE: NYPA Grant.

Good morning Victor,

Today is the deadline for the next work session. I can add it to the agenda if you want to send me the information.

Thanks,
Helen

From: Victor Cornelius <victorcornelius@aol.com>
Sent: Thursday, May 21, 2020 12:21 PM
To: Reilly, Helen <HReilly@cityofnewburgh-ny.gov>
Cc: Donat, Joseph <JDonat@cityofnewburgh-ny.gov>
Subject: Re: NYPA Grant.

Thanks, Helen. Let me take a crack at it and I'll get back to you with questions.

Victor Cornelius
Endeavor Municipal Development, Inc.
518-334-2710

-----Original Message-----
From: Reilly, Helen <HReilly@cityofnewburgh-ny.gov>
To: 'Victor Cornelius' <victorcornelius@aol.com>
Cc: Donat, Joseph <JDonat@cityofnewburgh-ny.gov>
Sent: Thu, May 21, 2020 12:19 pm
Subject: RE: NYPA Grant.

Victor,

The deadline is May 28th to add to the June 4th work session. There is only one meeting in June, if we don't add to that work session we will have to wait for the July meeting. We have to complete the attached City application form and attach the supporting documents. I can complete this if you want to send me all of the information.

Thanks,
Helen

From: Victor Cornelius <victorcornelius@aol.com>
Sent: Thursday, May 21, 2020 11:59 AM
To: Reilly, Helen <HReilly@cityofnewburgh-ny.gov>
Cc: Donat, Joseph <JDonat@cityofnewburgh-ny.gov>
Subject: NYPA Grant.

Helen-

The New York Power Authority is awarding the city an initial $75,000 Smart Streets grant to initiate the process of the City's acquisition of its streetlighting infrastructure and its conversion to LED. I'll need to get a resolution before the Council. First, what's your deadline for the resolution and what information do you need to structure it?

NYPA is holding the funding for the city. I've just been directed to the application paperwork- there's no match required.

Best,

Victor Cornelius
Endeavor Municipal Development, Inc.
518-334-2710

LOCAL LAW NO.: ______- 2020

OF

JUNE 8, 2020

A LOCAL LAW AMENDING CHAPTER 172 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO ADD "ARTICLE III – FIREWORKS AND SPARKLING DEVICES"

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 172 of the Code of Ordinances of the City of Newburgh to add 'Article III – Fireworks and Sparkling Devices'".

SECTION 2 - PURPOSE AND INTENT

Chapter 477 of the Laws of 2014 for New York State authorized counties and cities outside of New York City to legalize sparklers and certain sparkling devices (collectively referred to as "sparkling devices") for sale, possession and use. By Local Law No. 1 of 2015 effective April 10, 2015, Orange County opted to legalize sparking devices throughout Orange County. In response to concerns for the health, safety and welfare of the residents of the cities in Orange County, the Orange County Legislature and the Common Council of the City of Middletown adopted resolutions asking the New York State Legislature to reconsider the sparkling device legislation and allow cities within Orange County to opt out of the Orange County local law permitting the sale, possession and use of sparkling devices.

Chapter 458 of the Laws of 2016 for New York State, effective November 28, 2016, codified as New York State Penal Law Section 405.00(5)(c), allows a city within Orange County to adopt a local law to include sparkling devices within the definition of "fireworks" and "dangerous fireworks" as defined in the New York State Penal Law Section 270 and as applied and enforced through New York State Penal Law Section 405.00.

The purpose of this local law is to promote the public health, safety and welfare of the City of Newburgh by including the term "sparkling device" into the definitions of "fireworks" and "dangerous fireworks," as those terms are defined in the New York State Penal Law Section 270 and as applied and enforced through New York State Penal Law Section 405.00 within the City of Newburgh.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add an Article III entitled "Fireworks and Sparkling Devices" to Chapter 172 and to read as follows:

"CHAPTER 172, ARTICLE III: FIREWORKS and SPARKLING DEVICES"

§172-20. Definitions.

As used in this article, the following terms shall have the following meanings:

SPARKLING DEVICE – shall have the same meaning as the term "sparkling device" is defined in the New York State Penal Law Section 270.00(1)(a)(vi).

FIREWORKS – shall have the same meaning as the term "fireworks" is defined in the New York State Penal Law Section 270.00(1)(a).

DANGEROUS FIREWORKS – shall have the same meaning as the term "dangerous fireworks" is defined in the New York State Penal Law Section 270.00(1)(b).

§ 172-21. Applicability.

This article shall apply to all persons within the limits of the City of Newburgh.

§ 172-22. Possession, sale or use declared hazard and nuisance.

The possession, sale or use of fireworks, dangerous fireworks, or sparkling devices in the City of Newburgh is hereby deemed to constitute a hazard and nuisance to the health, safety and welfare of the public.

§ 172-23. Merger of terms.

Pursuant to New York State Penal Law Section 405.00(5)(c), a sparkling device is hereby included within the definition of fireworks and dangerous fireworks.

§ 172-24. Penalties for offenses.

Any persons who shall violate any provisions of this Article shall be punished as provided in the New York State Penal Law Section 270 as applied and enforced by New York State Penal Law Section 405.00.

SECTION 4 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 5 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term “Local Law” shall be changed to “Chapter”, “Section”, or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Code of Ordinances affected thereby.

SECTION 6 – VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 7 – EFFECTIVE DATE

This Local Law and shall be effective when it is filed in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: ________-2020

OF

JUNE 8, 2020

A RESOLUTION APPOINTING RONALD ZORRILLA AS A MEMBER OF 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 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 Conservation Advisory Council has recommended that the City Council appoint Ronald Zorrilla to complete the unexpired term of Marc Lallanilla who resigned as Member; and

WHEREAS, the City Council finds that appointing Ronald Zorrilla as a Member of the Conservation Advisory Council 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 Ronald Zorrilla be and is hereby appointed to the Conservation Advisory Council effective immediately to complete the term of Mr. Lallanilla which term expires on November 30, 2021.

Ronald Zorrilla
384 South Street
Newburgh, NY 12550
646-399-3069
ronald@outdoorpromise.org

March 15, 2019

Joseph P. Donat
Interim City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

Conservation Advisory Council Vacancy

Dear Mr. Donat:

I am writing to express interest in volunteering to become a member of the City of Newburgh Conservation Advisory Council (CAC). I will bring to committee a sincere interest in serving our community and look forward to having a voice in our progress.

As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in planning the future of our city. What has piqued my interest in seeking appointment to the CAC is my deep desire to serve the city which is my home and ensure that our natural treasures our protected as we continue to grow.

My resume is attached to the email. Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

Ronald Zorrilla

RONALD ZORRILLA

384 South Street
Newburgh, NY 12550

Cell: (646) 399-3069
ronald@outdoorpromise.org
http://www.linkedin.com/in/ronaldzorrilla/

EDUCATION

CUNY Bernard M. Baruch College — August 2012 – December 2014
Bachelor of Business Administration in Finance
Minor in History

CUNY Queensborough Community College — August 2010 - June 2012
Associate of Science Degree in Business Administration

EXPERIENCE

GCSEN Foundation — June 2016 – Current
Director of Operations & Special Projects
- Head of planning and implementing business operations to support GCSEN's vision and goals
- Manage special event planning, execution, and impact reporting
- Develop marketing strategy and manage implementation with consulting partners
- Assist in online courseware development, learning platform management, and delivery of curriculum

Outdoor Promise, Inc. — May 2013 - Current
CEO/Co-Founder
- Develop community partnerships with national and regional non-profit organizations that include the National Park Service, NYNJ Trail Conference and the Appalachian Mountain Club
- Create a scalable S.T.E.M. (Science, Technology, Engineering, and Mathematics) based curriculum that will expose urban youth to the outdoors and use it as a classroom to explore S.T.E.M. related concepts

Forex Capital Markets (NYSE:FXCM), New York, NY — September 2013 – June 2016
Financial Sales Representative and Team Lead
- Conduct research, prepare reports, and perform analysis to identify trends in our performance metrics
- Articulate financial and market-related concepts to clients as well as providing first level technical support for FXCM's trading platforms
- Consistently achieve specific deposit, retention, and customer satisfaction benchmarks

Alley Pond Environmental Center, New York, NY — March 2004 – July 2012
Maintenance and Educational Support
- Responsible for upkeep of an animal room which consisted of over thirty different species ranging from insects, birds and reptiles
- Assist in the delivery of environmental education programs
- Perform minor and major repair of all trail, buildings, and equipment

AWARDS & CERTIFICATES

- Licensed Guide with the Department of Environmental Conservation
- Wilderness First Aid and CPR Certification
- Completed the Outdoor Leadership Training provided by the Appalachian Mountain Club
-11th Annual Smartpitch Business Plan Competition — June 2013
  - Placed 5th in the IBM sponsored competition which comprised of over 200 participants from colleges in the NYC area.

EXTRACURRICULAR ACTIVITIES

Staff Writer/Columnist: Covered macroeconomic geopolitical developments for the business section of Baruch Ticker
Clubs: Member of the Association of Latino Professionals in Finance and Accounting (ALPFA) and Toastmasters International
Volunteer Experiences: Volunteer Instructor for the Appalachian Mountain Club, Team Leader for National Wildlife Federation restoration projects, Team Leader for DEP Invasive Species cleanup, and assisted with the relief efforts in Haiti after the catastrophic earthquake in 2009. Also a volunteer member of the Downing Park Planning Committee

ADDITIONAL SKILLS: Fluent in Spanish, Proficient in Adobe Creative Cloud and Microsoft Office suite, strong organizational, planning, and interpersonal skills. Proficient in the use of video editing software Final Cut Pro.

From: Diaz, Eliana
To: Kelson, Michelle
Subject: FW: Ronald Zorilla has agreed to join the CAC!
Date: Thursday, May 28, 2020 1:25:34 PM
Attachments: Conservation Advisory Council - Letter of Interest - Ronald Zorrilla.pdf
Resume - R.Zorrilla 12.19.pdf

Ms. Kelson,

Please see the request below.

Thank you,

Eliana Diaz
Executive Assistant
to City Manager Joseph P. Donat
83 Broadway
Newburgh, New York 12550
T (845) 569-7354
F (845) 569-7370
ediaz@cityofnewburgh-ny.gov

From: BalbuenaPalma, OmarE
Sent: Thursday, May 28, 2020 1:17 PM
To: Diaz, Eliana <EDiaz@cityofnewburgh-ny.gov>
Subject: FW: Ronald Zorilla has agreed to join the CAC!

Eliana,

I'm following up on the CAC vacancy. Per Chuck's e-mail below, Ronald Zorrilla has agreed to serve on the CAC if he is appointed by City Council.

Would you kindly add him to the next available work session for Council Review if you haven't already done so?

I attached his resume and letter of interest for reference.

Let me know if you need anything else.

Thanks,

Omar

From: Chuck Thomas <chuckthomas227@gmail.com>
Sent: Friday, May 08, 2020 3:33 PM
To: BalbuenaPalma, OmarE <OBPalma@cityofnewburgh-ny.gov>; Conservation Advisory Council <conservation@cityofnewburgh-ny.gov>
Subject: Ronald Zorilla has agreed to join the CAC!

Omasr, please let us know when he will be on the agenda
Thanks

--
Chuck Thomas
Goldsmith Denniston House
Newburgh Conservation Advisory Council
Stewart Air Nat. Guard Restoration Adv. Council Co-Chair

From:	Diaz, Eliana
To:	Kelson, Michelle
Subject:	FW: Ronald Zorilla has agreed to join the CAC!
Date:	Thursday, May 28, 2020 1:25:34 PM
Attachments:	Conservation Advisory Council - Letter of Interest - Ronald Zorrilla.pdf Resume - R.Zorrilla 12.19.pdf

Ms. Kelson,

Please see the request below.

Thank you,

Eliana Diaz
Executive Assistant
to City Manager Joseph P. Donat
83 Broadway
Newburgh, New York 12550
T (845) 569-7354
F (845) 569-7370
ediaz@cityofnewburgh-ny.gov

From: BalbuenaPalma, OmarE
Sent: Thursday, May 28, 2020 1:17 PM
To: Diaz, Eliana <EDiaz@cityofnewburgh-ny.gov>
Subject: FW: Ronald Zorilla has agreed to join the CAC!

Eliana,

I'm following up on the CAC vacancy. Per Chuck's e-mail below, Ronald Zorrilla has agreed to serve on the CAC if he is appointed by City Council.

Would you kindly add him to the next available work session for Council Review if you haven't already done so?

I attached his resume and letter of interest for reference.

Let me know if you need anything else.

Thanks,

Omar

From: Chuck Thomas <chuckthomas227@gmail.com>
Sent: Friday, May 08, 2020 3:33 PM
To: BalbuenaPalma, OmarE <OBPalma@cityofnewburgh-ny.gov>; Conservation Advisory Council <conservation@cityofnewburgh-ny.gov>
Subject: Ronald Zorilla has agreed to join the CAC!

Omasr, please let us know when he will be on the agenda
Thanks

--
Chuck Thomas
Goldsmith Denniston House
Newburgh Conservation Advisory Council
Stewart Air Nat. Guard Restoration Adv. Council Co-Chair

Ronald Zorrilla
384 South Street
Newburgh, NY 12550
646-399-3069
ronald@outdoorpromise.org

March 15, 2019

Joseph P. Donat
Interim City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

Conservation Advisory Council Vacancy

Dear Mr. Donat:

I am writing to express interest in volunteering to become a member of the City of Newburgh Conservation Advisory Council (CAC). I will bring to committee a sincere interest in serving our community and look forward to having a voice in our progress.

As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in planning the future of our city. What has piqued my interest in seeking appointment to the CAC is my deep desire to serve the city which is my home and ensure that our natural treasures our protected as we continue to grow.

My resume is attached to the email. Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

Ronald Zorrilla

RONALD ZORRILLA

384 South Street
Newburgh, NY 12550

Cell: (646) 399-3069
ronald@outdoorpromise.org
http://www.linkedin.com/in/ronaldzorrilla/

EDUCATION

CUNY Bernard M. Baruch College August 2012 – December 2014
Bachelor of Business Administration in Finance
Minor in History

CUNY Queensborough Community College August 2010 - June 2012
Associate of Science Degree in Business Administration

EXPERIENCE

GCSEN Foundation June 2016 – Current
Director of Operations & Special Projects

- Head of planning and implementing business operations to support GCSEN's vision and goals
- Manage special event planning, execution, and impact reporting
- Develop marketing strategy and manage implementation with consulting partners
- Assist in online courseware development, learning platform management, and delivery of curriculum

Outdoor Promise, Inc. May 2013 - Current
CEO/Co-Founder

- Develop community partnerships with national and regional non-profit organizations that include the National Park Service, NYNJ Trail Conference and the Appalachian Mountain Club
- Create a scalable S.T.E.M. (Science, Technology, Engineering, and Mathematics) based curriculum that will expose urban youth to the outdoors and use it as a classroom to explore S.T.E.M. related concepts

Forex Capital Markets (NYSE:FXCM), New York, NY September 2013 – June 2016
Financial Sales Representative and Team Lead

- Conduct research, prepare reports, and perform analysis to identify trends in our performance metrics
- Articulate financial and market-related concepts to clients as well as providing first level technical support for FXCM's trading platforms
- Consistently achieve specific deposit, retention, and customer satisfaction benchmarks

Alley Pond Environmental Center, New York, NY March 2004 – July 2012
Maintenance and Educational Support

- Responsible for upkeep of an animal room which consisted of over thirty different species ranging from insects, birds and reptiles
- Assist in the delivery of environmental education programs
- Perform minor and major repair of all trail, buildings, and equipment

AWARDS & CERTIFICATES

- Licensed Guide with the Department of Environmental Conservation
- Wilderness First Aid and CPR Certification
- Completed the Outdoor Leadership Training provided by the Appalachian Mountain Club
-11th Annual Smartpitch Business Plan Competition June 2013
    - Placed 5th in the IBM sponsored competition which comprised of over 200 participants from colleges in the NYC area.

EXTRACURRICULAR ACTIVITIES

Staff Writer/Columnist: Covered macroeconomic geopolitical developments for the business section of Baruch Ticker
Clubs: Member of the Association of Latino Professionals in Finance and Accounting (ALPFA) and Toastmasters International
Volunteer Experiences: Volunteer Instructor for the Appalachian Mountain Club, Team Leader for National Wildlife Federation restoration projects, Team Leader for DEP Invasive Species cleanup, and assisted with the relief efforts in Haiti after the catastrophic earthquake in 2009. Also a volunteer member of the Downing Park Planning Committee

ADDITIONAL SKILLS: Fluent in Spanish, Proficient in Adobe Creative Cloud and Microsoft Office suite, strong organizational, planning, and interpersonal skills. Proficient in the use of video editing software Final Cut Pro.

RESOLUTION NO.: _______ - 2020

OF

JUNE 8, 2020

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE IN REM TAX FORECLOSURE OF LIENS FOR THE YEAR 2017 RELATIVE TO 129 CHAMBERS STREET (SECTION 18, BLOCK 4, LOT 25)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2017-9726; and

WHEREAS, the property owner has advised the City that he is prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the property located at 129 Chambers Street (Section 18, Block 4, Lot 25), in the City of Newburgh, from the List of Delinquent Taxes, as the sum of Ten Thousand Four Hundred Ninety Two and 73/100 ($10,492.73) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open school taxes, water charges and sewer charges, was paid in full on May 27, 2020.