



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

June 14, 2021

7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes from the Special City Council meeting of May 20, 2021 and the minutes from the regular City Council Meeting of May 24, 2021
Aprobacion del acta de la Reunion Especial del Consejo el 20 de mayo de 2021, y la Reunion General del Consejo el 24 de mayo de 2021.
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. Passion Project Presentation by Leonardo Guzman Perez
Presentación del Proyecto Pasión por Leonardo Guzman Perez
7. Community Development Block Grant (CDBG) FY2022 1st Pubic Hearing
There will be a public hearing on Monday, June 14, 2021, to receive public comment on the City of Newburgh Community Development Block Grant (CDBG) FY 2022 Annual Action Plan.

Se llevara a cabo una audiencia publica el lunes 14 de junio de 2021, para recibir comentarios públicos sobre el Plan de Acción Anual del Año Fiscal 2022 de la Subvención de los Bloques de Desarrollo Comunitario (CDBG) de la Ciudad de Newburgh.

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

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

generales de la Ciudad

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

8. Resolution No. 136 - 2021 - Street Lighting Authority Order with Central Hudson for New Street Lights on the Liberty Street Streetscape Project
Resolution authorizing the City Manager to execute an amendment to the Street Lighting Authority Order with CH Energy Group, Inc.

Resolución que autoriza al Gerente de la Ciudad a ejecutar una enmienda a la Orden de la Autoridad de Alumbrado Público con CH Energy Group, Inc.

9. Resolution No. 137 - 2021 - PIN#8761.91 Proposal with GPI for Professional Engineering Services in Connection with the Liberty Street Streetscape Project
Resolution authorizing the City Manager to accept a proposal and execute a contract with Greenman-Pedersen, Inc. in the amount of \$5,000.00 for additional professional engineering design services for the reconstruction of Liberty Street between Broadway and Ann Street.

Resolución que autoriza al Gerente Municipal a aceptar una propuesta y ejecutar un contrato con Greenman-Pedersen, Inc. Por un monto de \$5.000,00 para servicios adicionales de diseño de ingeniería profesional para la reconstrucción de la Calle Liberty entre Broadway y la Calle Ann.

10. Resolution No. 138 - 2021 - Solitude Lake Management Water Quality Sampling contract for Washington Lake
Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for water quality sampling and analysis of Washington Lake at a cost of \$8,975.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para servicios profesionales para el muestreo y análisis de la calidad del agua del Lago Washington a un costo de \$8,975.00

11. Resolution No. 139 - 2021 - Distribution Tank Inspection Contract with Under Water Solutions
Resolution authorizing the City Manager to execute an agreement with Underwater Solutions, Inc. for water tank inspections and cleanings at a cost of \$18,450.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Underwater Solutions, Inc. para inspecciones y limpiezas de tanques de agua a un costo de \$18,450.00.

12. Resolution No. 140 - 2021 - 141 Lander Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to 137, 139, 145 Lander Street Corporation to the premises known as 141 Lander Street (Section 18, Block 4, Lot 38)

Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una orden emitida a 137, 139, 145 de Lander Street Corporation a las instalaciones conocidas como 141 de la Calle Lander (Sección 18, Bloque 4, Lote 38).

13. Resolution No. 141 - 2021 - 163 Lander Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to William Stewart to the premises known as 163 Lander Street (Section 18, Block 4, Lot 49)

Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una orden emitida a William Stewart a las instalaciones conocidas como 163 Lander Street (Sección 18, Bloque 4, Lote 49).

14. Resolution No. 142 - 2021 - 28 Courtney Avenue - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Archie Logan to the premises known as 28 Courtney Avenue (Section 48, Block 3, Lot 24)

Resolución que autoriza la ejecución de la liberación de cláusulas restrictivss y derecho de reingreso de una orden emitida a Archie Logan a las instalaciones conocidas como 28 Courtney Avenue (Sección 48, Bloque 3, Lote 24)

15. Resolution No. 143 - 2021 - 378 Liberty Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to RipRap LLC to the premises known as 378 Liberty Street (Section 10, Block 1, Lot 35)

Resolución que autoriza la ejecución de la liberación de convenios restrictivos y derecho de reingreso de una orden emitida a RipRap LLC a las instalaciones conocidas como 378 Liberty Street (Sección 10, Bloque 1, Lote 35)

16. Resolution No. 144 - 2021 - 28 Ellis Avenue - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Ricardo Santos to the premises known as 28 Ellis Avenue (Section 33, Block 1, Lot 7)

Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una orden emitida a Ricardo Santos a las instalaciones conocidas como Avenida Ellis 28 (Sección 33, Bloque 1, Lote 7)

17. Resolution No. 145 - 2021 - License Agreement - Cold Spring Bike Rental & Tours, LLC for Unico Park to provide bicycle rentals & tours

Resolution authorizing the City Manager to execute a license agreement with Cold Spring Bike Rental & Tours, LLC for access to and the use of Unico Park to provide bicycle rentals and tours

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de licencia con Cold Spring Bike Rental & Tours, LLC para el acceso y el uso de Unico Park para proporcionar alquiler de bicicletas y tours.

18. Resolution No. 146 - 2021 - Newburgh Housing Policy Report

Resolution of the City Council of the City of Newburgh adopting the Newburgh Housing Policy Report as the City of Newburgh's long-term strategy for meeting the housing needs of City residents.

Resolución del Concejo Municipal de la Ciudad de Newburgh que adopta el Informe de Política de Vivienda de Newburgh como la estrategia a largo plazo de la Ciudad de Newburgh para satisfacer las necesidades de vivienda de los residentes de la Ciudad.

19. Resolution No. 147 - 2021 - Food Security in the City of Newburgh

Resolution authorizing the City Manager to apply for and accept if awarded Housing and Urban Development Economic Development Initiatives for Economic Development Projects funding for the redevelopment of the Downing Park Urban Farm building in the amount of \$300,000.00

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorgan Iniciativas de Desarrollo de Vivienda y Desarrollo Económico Urbano para financiar Proyectos de Desarrollo Económico para la reurbanización del edificio de la Granja Urbana del Parque Downing por la cantidad de \$ 300,000.00.

20. Resolution No. 148 - 2021 - North Interceptor Sewer Project

Resolution authorizing the City Manager to apply for and accept if awarded Department of the Interior funding through the New York State Environmental Facilities Corporation in the amount of \$12,800,000.00 for the North Interceptor Sewer Reconstruction Project.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga financiamiento del Departamento del Interior a través de la Corporación de Instalaciones Ambientales del Estado de Nueva York por la cantidad de \$ 12,800,000.00 para el Proyecto de Reconstrucción de Alcantarillado del Interceptor Norte.

21. Resolution No. 149 - 2021 - Completion of Lake St. Bridge

Resolution authorizing the City Manager to apply for and accept if awarded Highway Infrastructure Programs for Highway Capital Projects funding in the amount of \$1,750,000.00 with a \$1,000,000.00 match for the rehabilitation of the Lake Street Bridge.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorgan programas de infraestructura de carreteras para Proyectos de Capitales de Carreteras fondos por la cantidad de \$ 1,750,000.00 el cual requiere que la Ciudad iguale los fondos con \$ 1,000,000.00 para la rehabilitación del puente de Lake Street.

22. Resolution No. 150 - 2021 - OC LE18-1048-D03 grant for 10 Mobile Data Terminals

Resolution authorizing the City Manager to enter into an Inter-municipal Agreement with the County of Orange as part of the FY 2018 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services to provide the Newburgh Police Department with ten (10) mobile data terminals and peripherals.

Resolución que autoriza al Gerente de la Ciudad a celebrar un Acuerdo Intermunicipal con el Condado de Orange como parte del Programa Estatal de Prevención del Terrorismo como parte del Programa de ley del año fiscal 2018, el Departamento de Seguridad Nacional y Servicios de Emergencia para proporcionar al Departamento de Policía de Newburgh con diez (10) terminales de datos móviles y periféricos.

23. Resolution No. 151 - 2021 - 2021 Bullet Proof Vest Partnership

Resolution authorizing the City Manager to apply for and accept if awarded a grant from the United States Department of Justice Bureau of Justice Assistance under the 2021 Bulletproof Vest Partnership in the amount of \$22,500.00 with a fifty percent match to be paid out of police funds.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una Subvención de la Oficina de Asistencia de Justicia del Departamento de Justicia de los Estados Unidos bajo la Asociación de Chaleco Antibalas 2021 por la cantidad de \$ 22,500.00 el cual requiere que se iguallen los fondos al cincuenta por ciento que se pagará con fondos de la policía.

24. Resolution No. 152 - 2021 - Fire Engine Bid Recommendation

Resolution authorizing the award of a bid to Firematic Supply Co., Inc., as representative of Pierce Manufacturing, Inc. for the construction and delivery of two custom pumper trucks for the City of Newburgh Fire Department at a cost of \$1,299,800.00

Resolución que autoriza la adjudicación de una oferta a Firematic Supply Co., Inc., como representante de Pierce Manufacturing, Inc. para la construcción y entrega de dos camiones de bombeo personalizados para el Departamento de Bomberos de la Ciudad de Newburgh a un costo de \$ 1,299,800.00.

25. Resolution No. 153 - 2021 - Local Law amending City Charter Article XI "Police Department"

Resolution scheduling a public hearing for July 12, 2021 to hear public comment concerning "A local law repealing and replacing Article XI entitled 'Police Department' of the Charter of the City of Newburgh.

Resolución que programa una audiencia pública para el 12 de julio de 2021 para escuchar comentarios públicos sobre "Una ley local que deroga y reemplaza el Artículo XI titulado 'Departamento de Policía' de la Carta de la Ciudad de Newburgh

26. Resolution No. 154 - 2021 - Approving a Consent Judgment

A resolution approving the consent judgment and authorizing special counsel to the City to sign such consent judgment in connection with the Tax Certiorari proceedings against the City of Newburgh in the Orange county Supreme Court bearing Orange County Index Nos. 5701-2017, 7184-2018, 5318-2019 and 3433-2020 involving Section 16, Block 6, Lot 1 and Orange County Index Nos. 5695-2017, 7183-2018, 5295-2019 and 3435-2020 involving Section 16, Block 1, Lot 10 (Alex Vursta)

Una resolución aprobando la sentencia de consentimiento y autorizando al abogado especial de la Ciudad a firmar dicha sentencia de consentimiento en relación con el procedimiento de certificación fiscal contra la Ciudad de Newburgh en el Tribunal Supremo del Condado de Orange con el Índice del Condado de Orange N° 5701-2017, 7184-2018, 5318-2019 y 3433-2020 que involucra la Sección 16, Bloque 6, Lote 1 e Índice del Condado de Orange N° 5695-2017, 7183-2018, 5295-2019 y 3435-2020 que involucran a la Sección 16, Bloque 1, Lote 10 (Alex Vursta)

27. Resolution No. 155 - 2021 - Resolution Authorizing a Payment of Claim

A resolution authorizing the City Manager to execute a payment of claim with Karen Daniels in the amount of \$7,500.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Karen Daniels por el monto de \$7,500.00

28. Resolution No. 156 - 2021 - Resolution Amending Resolution No. 108-2021 Authorizing a Payment of Claim

A resolution amending resolution No. 108-2021 of April 26, 2021 authorizing the City Manager to execute a payment of claim with Travelers Personal Insurance Company A/S/O Caylena Cahill in the amount of \$3,707.49.

Resolucion que enmienda Resolucion No. 108-2021 del 26 de abril de 2021 autorizando al Gerente de la Ciudad a ejecutar un reclamo de pago con Travelers Personal Insurance Company A/S/O Caylena Cahill en el monto de \$3,707.49.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 130 - 2021

OF

MAY 24, 2021

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR JUNE 14, 2021
TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S
PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
ANNUAL ACTION PLAN FOR FISCAL YEAR 2022

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2022 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on June 15, 2021 and closing on July 15, 2021 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2022 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2022; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 14th day of June, 2021 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the capacity of the City Council Chambers will be limited due to the space available to maintain six (6) feet of social distancing and in-person attendance will be on a first-come, first-serve basis, and therefore, in accordance with the Governor's Executive Order 202.1, as amended, the June 14, 2021 City Council meeting also will be accessible via videoconferencing, and a transcript will be provided at a later date. The public will have the option to see and hear the meeting live and provide comments on the proposed CDBG FY2022 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_GdD4y4FtRqiZSThDVVeSWg. Please note that there is an underscore between the "N" and "G").

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Monday, June 14, 2021 through the Zoom App: https://zoom.us/webinar/register/WN_GdD4y4FtRqiZSThDVVeSWg. Please note that there is an underscore between the "N" and "G"). Please fill out the required information (First Name, Last Name, E-mail Address and check appropriate box to comment during the public hearing). 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 Monday, June 14, 2021. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 5/24/21
and that it is a true and correct copy of such original.
Witness my hand and seal of the City of
Newburgh this 25th day of May 2021

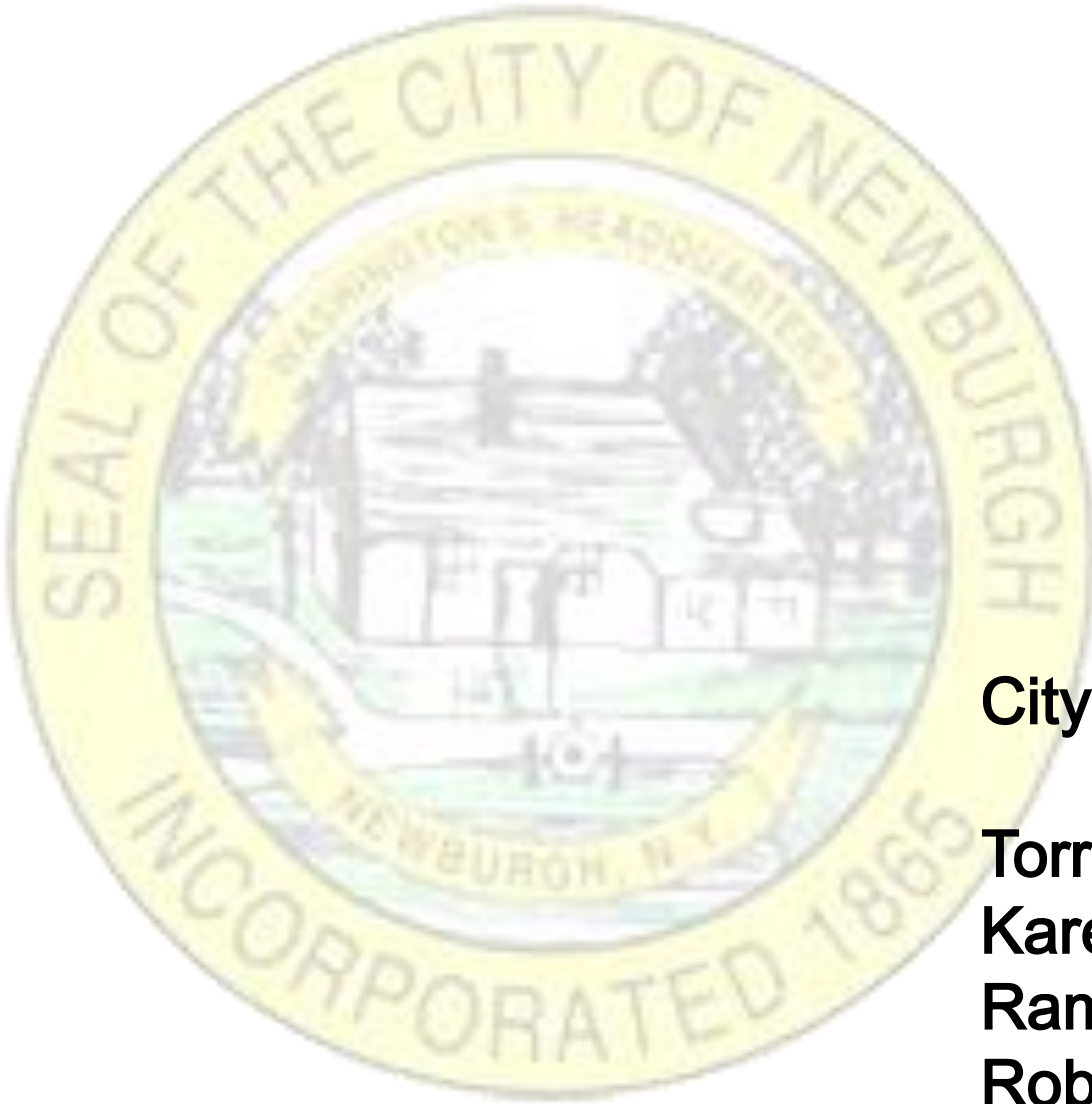
Deputy City Clerk



Community Development Block Grant (“CDBG”) FY2022 Annual Action Plan

**Department of Planning &
Development
June, 2021**





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

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.



“CDBG” - Brief Primer



- 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.



Proposed FY2022 CDBG Projects/Funding

					% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding		
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$230,000.00	No Increase	10%
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	\$50,000.00	25%	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$300,000.00	25%	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	\$40,000.00	25%	20%
	Economic Development	Economic Development	Examples of Economic Development Activities: Business Façade and signage, Workforce Training.	\$75,000.00	15%	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%	20%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$135,000.00	No Increase	5%
Proposed Total FY2022 Allocation				\$855,000.00		

Contingency Funding

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

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project increase, if HUD allocation greater than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	No Increase
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	25%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	25%
	Economic Development	Economic Development	Examples of Economic Development Activities: Business Façade and signage, Workforce Training.	15%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval).	10%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	No Increase

Contingency Funding

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

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	10%
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	20%
	Economic Development	Economic Development	Examples of Economic Development Activities: Business Façade and signage, Workforce Training.	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval).	20%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	5%

Project: Housing

Proposed Activities:

- In Rem Property Program
- Homeowner Repair Assistance Program
(Implemented by City of Newburgh
Housing Partner)



Proposed Housing Activity: In Rem Property Program

Budget: \$230,000.00

Description:

- Activity 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.



Proposed Housing Activity: Home Repair Assistance Program

Budget: \$50,000.00

Description:

- Funding for Light Home Repair Assistance Program for Low/Moderate Income City of Newburgh Homeowners.* Implemented through City of Newburgh Housing Partner.
- * Light repairs, such as railings, steps, etc.



Proposed Infrastructure Improvements

Activity: Curb Ramp and Sidewalk

Upgrades

Budget: \$300,000.00

Description:

- Funding to continue funding Curb Ramp & Sidewalk Improvements project.

Proposed Infrastructure Improvements

Activity: Public Facility Improvements

Budget: \$40,000.00

Description:

- Funding for Public Accessibility Improvements to City of Newburgh Buildings.

Proposed Economic Development Activity:

Business Assistance

Budget: \$75,000.00

Description:

- Funding for business assistance such as Business Façade and Signage grants, Workforce Training.

Proposed Quality of Life Activity: Neighborhood Services

Budget: \$25,000.00

Description (Anticipated Services):

- 2022 Summer Film Festival
- Health Outreach Initiative
- National Night Out

Important: Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Activity: Administration

Budget: \$135,000.00

Description:

- Funding for program administration, staff salary and benefits, language translation services, program operating costs (including mailings), program trainings/conference.

FY2022 CDBG AAP Timeline



FY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

**FY2022 Annual Action Plan
Community Development Block Grant (CDBG)**

					% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding		
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$230,000.00	No Increase	10%
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	\$50,000.00	25%	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$300,000.00	25%	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	\$40,000.00	25%	20%
	Economic Development	Economic Development	Examples of Economic Development Activities: Business Façade and signage, Workforce Training.	\$75,000.00	15%	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%	20%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$135,000.00	No Increase	5%
			Proposed Total FY2022 Allocation	\$855,000.00		

RESOLUTION NO.: 136 -2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER
WITH CH ENERGY GROUP, INC.**

WHEREAS, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the installation of HPS 16000 lamps on poles numbered 82944 and 86145 through 86149, respectively, on Liberty Street; and

WHEREAS, there will be a cost to the City of Newburgh of \$4.47 per period for this change; and

WHEREAS, this Council finds that entering into the amendment to the Street Lighting Authority Order in connection with the Liberty Street Streetscape Project is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached amendment to the Street Lighting Authority Order.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION
610 LITTLE BRITAIN ROAD
NEW WINDSOR, NY 12553-6114
(845) 452-2700

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH NY 12550

ORDER NO.: H8-06406
ACCOUNT NO.: 8411-2080-00
DATE: 05/13/21

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING
SERVICE FOR THE CITY LGTG , IN ACCORDANCE
WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE _____ (COUNCIL/BOARD
OF THE _____ OF _____ AT A MEETING HELD ON _____, 20__ AS FOLLOW

ACTION:

INSTALL

OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
INSTALL	HPS	16000	82944	C	LIBERTY ST		4.47
INSTALL	HPS	16000	86147	C	LIBERTY ST		4.47
INSTALL	HPS	16000	86145	C	LIBERTY ST		4.47
INSTALL	HPS	16000	86148	C	LIBERTY ST		4.47
INSTALL	HPS	16000	86146	C	LIBERTY ST		4.47
INSTALL	HPS	16000	86149	C	LIBERTY ST		4.47

LIBERTY ST UNDERGROUND HPS

- ** A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- ** B. CUSTOMER OWNED/COMPANY MAINTAINED
- ** C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE
CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY _____ BY _____

_____, 20 _____ TITLE _____

W.O.NO. 6686A DATE WORK COMPLETED _____ BY _____

RESOLUTION NO.: 137 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH GREENMAN-PEDERSEN, INC.
IN THE AMOUNT OF \$5,000.00 FOR ADDITIONAL PROFESSIONAL ENGINEERING
DESIGN SERVICES FOR THE RECONSTRUCTION OF LIBERTY STREET
BETWEEN BROADWAY AND ANN STREET**

WHEREAS, by Resolution No. 292-2015 of November 9, 2015 and No. 216-2017 of August 14, 2017, the City Council of the City of Newburgh approved professional engineering design services contracts with Greenman-Pedersen, Inc. in connection with the reconstruction of Liberty Street between Broadway and Ann Street; and

WHEREAS, necessary field work and engineering design services to incorporate an ADA compliant sidewalk over two window wells and one basement access with stairs found during construction is required; and

WHEREAS, Greenman-Pedersen, Inc. has submitted a proposal for the additional design services required by the conditions discovered during construction; and

WHEREAS, funding for the additional services in the amount of \$5,000.00 shall be derived from the CDBG program; and

WHEREAS, this Council has reviewed the proposal and determined that entering into a contract with Greenman-Pedersen, Inc. is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and to execute a contract with Greenman-Pedersen, Inc., in the amount of \$5,000.00 for additional professional engineering design services in connection with the reconstruction of Liberty Street between Broadway and Ann Street.

Authorization for Professional Services

Project: Liberty Street Streetscape PIN 8761.91

Proposal No.: N/A

Client: City of Newburgh

Contact: Chad M Wade, RLA

Date: 5/17/2021

From: Amanda Joy, PE/John Montagne

No. of Pages: 7

GPI will provide the following services:

GPI will perform the necessary field work and engineering design services to incorporate an ADA compliant sidewalk over two window wells and one basement access with stairs found during construction. The field work shall include coordination with the City of Newburgh and/or representative and the Contractor who will coordinate an onsite visit with each business to gain access to the basement vaults.

GPI will then develop basement access vault and/or window well closure detail to incorporate into a field change sheet to involve the proposed removal of the existing vault and infill of existing building foundation. The details for vault design shall conform to all applicable design standards, including NYSDOT standards and any NYS/City of Newburgh Building Codes.

Compensation:

Based upon the above Services and the enclosed Terms and Conditions, our fee for these Services shall be as follows:

☒ **Hourly, not to exceed \$ 5,000.00 without additional authorization**

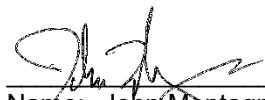
We trust this agreement meets with your approval. Please indicate your acceptance by signing below and returning a copy of this Agreement. Work will proceed only after the receipt of the signed agreement. Through its signature, the Client declares that it understands and agrees to the enclosed Terms and Conditions and Prevailing Hourly Rate Schedule and has had an opportunity to discuss with GPI any details that are unclear.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Sincerely,

For Greenman-Pedersen, Inc.:

For Client:



5.17.2021

Name: John Montagne, RLA, AICP, LEED® AP
Title: Vice President, Land Development

Accepted by an Authorized Agent, _____ Date _____

Printed Name _____

Client Project Number _____

CONTRACT TERMS AND CONDITIONS

1. Time for Acceptance: This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. Time for Rendering Services: GPI will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI's control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.
3. Information Provided: Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.
4. Additional Services: Services not expressly included in these documents are defined as additional services and will not be performed until approved and authorized in writing by the Client.
5. Change Orders: If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.
6. Hourly Rate Schedule (Not applicable to Lump Sum Fees): Services provided on an hourly basis will be invoiced at GPI's prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January and July.
7. Payment for Services: Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI's invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorneys' fees, and staff time at our prevailing hourly rates should a default in payment occur.
8. Reimbursable Expenses: Reimbursable expenses will be billed to the Client, in addition to the fee, at the rate of 1.1 times actual expenditures. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material.
9. Permits and Licenses: Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder.
10. Standard of Practice and Care: Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.

11. Site Access: Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services.
12. Limitation of Liability: NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.
13. Interpretation of Building Codes: GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services and are subject to additional fees. See "Additional Services" No. 4 in this document.
14. Field Observation Services: Field observation services performed by GPI pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.
15. Existing Systems: The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
16. Ownership of Documents: All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.
17. Project Suspension or Termination: If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.
18. Severability: If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable,

which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.

19. Governing Law: This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.
20. Merger and Counterparts: This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.
21. Claims and Disputes: Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

[☐] **Arbitration** – Either Party may submit any unresolved claim or dispute to binding arbitration in accordance with the Construction Industry Arbitration Rules of AAA, and shall be conducted by a single Arbitrator mutually acceptable to both Parties. If the Parties cannot agree on the arbitrator, then the arbitrator shall be selected by the President of the American Arbitration Association. Arbitration shall be held and conducted in the state where the project is located, unless the Parties agree otherwise. The filing fee and arbitrator's fees shall be shared equally by the Parties.

[☐] **Litigation** – Any claim or dispute arising hereunder shall be commenced in a court of competent jurisdiction located in state where the project is located. This Agreement shall be interpreted in accordance with the laws of the state where the project is located.

[☐] **Other**: *(Specify)*

22. Insurance: GPI will maintain the following insurance for the duration of the project:

- 22.1 Commercial General Liability – Bodily Injury/Property Damage - \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
- 22.2 Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
- 22.3 Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
- 22.4 Excess/Umbrella – in the amount of \$5,000,000.
- 22.5 Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
- 22.6 GPI will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.

23. Contractor's Responsibilities: GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods,

techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

24. Indemnification:

24.1 GPI, subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.

24.2 GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI which arise out of the foregoing. Expenses shall include, but not be limited to time charges by GPI's employees at GPI's then standard hourly fees.

24.3 Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI unless the Client has first provided GPI with a written certification executed by an independent design professional practicing in the same discipline as GPI and licensed in the state in which the project for which GPI's services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.

25. Force Majeure: If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("**Force Majeure**"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not liable for failure to comply with any Force Majeure event.

Attachments to this Agreement:

Attachment #1 Prevailing Hourly Rate Schedule

2021 HOURLY RATES & EXPENSES

TECHNICAL STAFF

Principal Engineer	\$190.00
Project Director/Senior Engineer	\$170.00
Project Manager	\$160.00
Associate Engineer.....	\$154.00
Senior Landscape Architect.....	\$150.00
Project Engineer.....	\$138.00
Geotechnical Engineer	\$136.00
Senior Environmental Scientist.....	\$128.00
Pilot	\$120.00
Engineer	\$115.00
Design Engineer	\$115.00
Senior Engineering Tech	\$93.00
Landscape Architect.....	\$90.00
Senior Planner.....	\$90.00
Junior Engineer	\$80.00
Engineering Technician / CADD	\$77.00
Technician	\$70.00
Environmental Scientist	\$70.00
AICP Planner.....	\$70.00
Engineering Intern	\$45.00
Senior Right-of-Way Specialist	\$130.00
Right-of-Way Specialist	\$100.00
Survey Party Chief.....	\$115.00
Survey Instrument Person	\$100.00
Survey Rod Person	\$80.00

CONSTRUCTION INSPECTION STAFF

Resident Engineer (NICET Level IV)	\$133.00
Office Engineer (NICET Level IV)	\$108.00
Construction Inspector (NICET Level III)	\$98.00
Construction Inspector (NICET Level II)	\$87.00
Construction Inspector (NICET Level I)	\$72.00

GPI reserve the right to increase these billings rates by 3% annually.

Prevailing wages will apply to survey staff.

Rates include non-salary expenses such as small format copies, mailings and shipping. Mileage to/from project sites shall be invoiced via the approved federal rate or per GPI policy, whichever is the lesser amount. Current GPI mileage reimbursement rate is \$0.560/mile.

Client approved third party services such as subconsultants or subcontractors if/when necessary shall be invoiced as a direct expense with no mark up.

RESOLUTION NO.: 138 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR
WATER QUALITY SAMPLING AND ANALYSIS OF WASHINGTON LAKE
AT A COST OF \$8,975.00**

WHEREAS, the City of Newburgh Water Department recommends monitoring the water quality at Washington Lake for potential harmful algal blooms; and

WHEREAS, a water quality monitoring program will focus on proactive management of monitoring for potential harmful algal blooms; and

WHEREAS, Solitude Lake Management has submitted a proposal for professional services related to water quality sampling and analysis of Washington Lake; and

WHEREAS, the cost for such professional services will be \$8,975.00 and funding shall be derived from F.8389.0448.5022.0000; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh and its residents;

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 an agreement with Solitude Lake Management for professional services related to a Water Quality Sampling and Analysis Program for Washington Lake at a cost of \$8,975.00.

SERVICES CONTRACT

CUSTOMER NAME: Wayne Vradenburgh
PROPERTY NAME: Washington Lake– City of Newburgh
CONTRACT EFFECTIVE DATE: March 1, 2021 through February 28, 2022
SUBMITTED BY: Emily Mayer
SPECIFICATIONS: 2021 Water Quality Sampling and Analysis

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The fee for the Services is **\$8,975.00**. The Customer shall pay 50% of this service fee following the initial field data collection event in **May**. 25% of the fee shall be invoiced following completion of the final sampling event in **October**. The final 25% of the contract price will be invoiced following submittal of the report in **December/January**. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC. CITY OF NEWBURGH – Washington Lake

By: _____ By: _____

Name: _____ Name: _____

Water Superintendent

Title: _____ Title: _____

Date: _____ Date: _____

Please Remit All Payments to: Customer's Address for Notice Purposes:

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450 Virginia Beach, VA

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

888.480.LAKE (5253) | SOLITUDELAKEMANAGEMENT.COM



SCHEDULE A – WATER QUALITY SAMPLING AND ANALYSIS

Water Quality Sampling and Analysis

1. Water quality assessments are to be conducted at Washington Lake throughout the season. **Two (2) sampling stations** will be established, a north station and a south station. All stations will be GPS-referenced.
2. Six (6) sampling events will be conducted in 2021: **May, June, July, August, September, and October**. All sampling will be conducted with a gas-powered motor boat.
3. At each station the following parameters will be measured on each date in situ:
Water Temperature, Dissolved Oxygen, pH, Water Clarity
Alkalinity, Total Hardness
4. In 2021, phycocyanin (a pigment produced by cyanobacteria) data will also be collected at both sites using a calibrated meter. At the deep-water station, a temperature/dissolved oxygen profile (2-foot intervals) will be performed. The following samples would be collected for analysis at a **certified analytical laboratory: Total Phosphorus Total Nitrogen Nitrate Total Suspended Solids Chlorophyll A Conductivity**
5. Results of the tests will be emailed two to three (2-3) weeks after field collection.

Phytoplankton Analysis:

1. Phytoplankton samples will be collected at each station on all sampling dates. Samples will be sand filtered and microscopically identified to genus level (natural units/ml), and enumeration will be performed at a SOLitude lab in Washington, NJ. Phytoplankton results will be provided with forty-eight (48) hours of collection.
2. Samples will be collected by the client (a week after the sampling event) and mailed overnight to SOLitude's lab for analysis during the following months: **May, June, July, August, September, October, November, and December**. Samples should be collected in 1-liter plastic jars, labeled with proper identification, and refrigerated during shipment. A visibility measurement taken with a secchi disk should accompany each sample.
3. If the client is concerned of a potential algal bloom occurring based on visual conditions or clarity readings, they can send an additional samples for phytoplankton analysis via overnight courier. **Client-supplied water samples are \$155.00 per sample**. Prices do not include the overnight courier expense which is the responsibility of the Client. Invoices will be submitted monthly following completion of the microscopic examination. Empty plastic bottles and shipping supplies will be boxed and returned to the Client, at their cost, if requested.

Microcystin Testing:

1. A water sample will be collected during each sampling event to measure for the algal toxin Microcystin, utilizing the Abraxis Algal Toxin Test Strip Kit. Results will be reported with twenty-four (24) hours of collection.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Year-End Report:

1. A brief summary of the water quality results, treatments that were performed and recommendations for the following year will be provided in a year-end summary report. The report will also support the development of a CMP (Cyanotoxin Management Plan) for 2021.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

RESOLUTION NO.: 139 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH UNDERWATER SOLUTIONS, INC.
FOR WATER TANK INSPECTIONS AND CLEANINGS AT A COST OF \$18,450.00**

WHEREAS, the City of Newburgh Water Department requires the inspection and cleaning of the Marne Avenue, Ellis Avenue, and Brady Avenue water tanks; and

WHEREAS, Underwater Solutions, Inc. has submitted a proposal for water tank inspection and sediment removal services for the water tanks; and

WHEREAS, the cost for such professional services will be \$18,450.00 and funding shall be derived from F.8330.0448; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh and its residents;

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 agreement with Underwater Solutions, Inc. for water tank testing and cleaning services at a cost of \$18,450.00.



May 28, 2021

Mr. Wayne Vradenburgh
City of Newburgh Water Department
493 Little Britain Road
Newburgh, NY 12550

Dear Wayne,

I would like to thank you for your consideration of Underwater Solutions Inc. to conduct the inspection and cleaning of your water storage facilities.

As requested, please find attached a proposal for the inspections and cleanings (sediment removal) of the 500,000-gallon raw water, the 1.2-million gallon contact, the 1.5-million gallon steel and the (2) 2-million gallon concrete water storage tanks.

Should you wish to proceed, we are also including a copy of an agreement to conduct this work. Please sign and return one copy to us at your earliest convenience, allowing a date to be reserved for your project.

Upon completion of this work, comprehensive reports of our findings and corresponding photographs will be submitted.

If you have any questions or would like additional information, please contact me.

Again, I would like to thank you for your consideration of *US*.

Sincerely,

UNDERWATER SOLUTIONS INC.

A handwritten signature in black ink, appearing to read 'D. Cornish', is written over a faint, circular, dotted background.

David M. Cornish
President

DMC/mlp
Enclosures

AGREEMENT

BETWEEN UNDERWATER SOLUTIONS INC. CITY OF NEWBURGH WATER DEPARTMENT, NEWBURGH, NY FOR THE INSPECTIONS AND CLEANINGS (SEDIMENT REMOVAL) OF THE 500,000-GALLON RAW WATER, THE 1.2-MILLION GALLON CONTACT, THE 1.5-MILLION GALLON STEEL AND THE (2) 2-MILLION GALLON CONCRETE WATER STORAGE TANKS AS FOLLOWS:

City of Newburgh Water Department, Newburgh, NY agrees to have Underwater Solutions Inc. perform the above mentioned work as per the conditions/terms and costs stated on the proposal dated May 28, 2021 (copy attached).

PERSONNEL:

Divers / Tenders
Complete Sterile Inspection/Cleaning Dive Station
(All gear sanitized and utilized only in potable water.)

SUBMITTALS:

Free unlimited 24/7 access to USAM Cloud upon completion of the work.
**Hard copies of your reports can be printed directly from this cloud platform.*

HEALTH & SAFETY:

All work orders are automated specific to job task. Task specific safety forms, PPE and personnel roles are submitted daily. Full health and safety plans are available upon request.

COST:

While mobilized in *New York, 2021:*

Inspect/clean (sediment removal) up to 3" of sediment, 500TG , one mobilization:	\$3,490.00* ☐
Inspect/clean (sediment removal) up to 3" of sediment, 1.2MG , one mobilization:	\$3,490.00* ☐
Inspect/clean (sediment removal) up to 3" of sediment, 1.5MG , one mobilization:	\$3,690.00* ☐
Inspect/clean (sediment removal) up to 3" of sediment, 2MG , one mobilization:	\$3,890.00* ☐
Inspect/clean (sediment removal) up to 3" of sediment, 2MG , one mobilization:	\$3,890.00* ☐
Total:	\$18,450.00*

**Underwater Solutions Inc. can provide a New York State P.E. Signature on all inspection reports for an additional cost of \$300/per report.*

**Should sediment exceeding 3" exist within any of these structures or if Underwater Solutions Inc. is required to spend additional time beyond the one (8)-hour days allotted per structures for these structure's inspections and cleanings, then the following hourly rate will be incurred for any such additional time needed to complete this inspections/cleanings: \$450/per hour*

**This cost is not based on prevailing wage rates, should prevailing wage rates be required for this project, both the lump sum cost up to 3" of sediment as well as the hourly rate for additional work will be invoiced at a 50% markup.*

DISCOUNTED COST:

Inspect/clean (sediment removal) up to 3" of sediment, **all (5) structures**, one mobilization: **\$16,890.00*** ☐

**Underwater Solutions Inc. can provide a New York State P.E. Signature on all inspection reports for an additional cost of \$300/per report.*

**Should sediment exceeding 3" exist within any of these structures or if Underwater Solutions Inc. is required to spend additional time beyond the four (8)-hour days allotted for these structure's inspections and cleanings, then the following hourly rate will be incurred for any such additional time needed to complete this inspections/cleanings: \$450/per hour*

**This cost is not based on prevailing wage rates, should prevailing wage rates be required for this project, both the lump sum cost up to 3" of sediment as well as the hourly rate for additional work will be invoiced at a 50% markup.*

The following add-on services can be provided for the cost listed below:

☐ Ultrasonic Thickness Testing	\$390.00*	☐ Real-Time Video with DVD:	\$390.00*
☐ Filter bag(s) & capturing of sediment:	\$275./per bag	☐ Kasco® Active Mixer:	Inquire Within
☐ Disposal:	Cost + 15% Markup	☐ Installation of Mixer:	Inquire Within
	☐ Aerial Drone Footage	\$895.00*	

TERMS AND CONDITIONS:

**It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal).*

**All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project. At the time this project is to be conducted, the water level within this structure must be as full as possible or within 10' of overflow. Per OSHA guidelines if the structure to be inspected and cleaned is a standpipe exceeding 100' the water level within the structure will have to be lowered and maintained between 97'-99' at all times throughout the inspection and cleaning. The term "cleaning" refers to the removal of accumulated precipitate i.e. iron, manganese or similar types of precipitate. Sand, coagulated sediment, debris, coating chips or other heavy material will incur an additional cost for removal. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal) Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred. *I understand that in the event that the above-referenced terms and conditions are not met upon Underwater Solutions Inc. arrival on-site, then an additional hourly rate of \$300.00/per hour shall be incurred until such time that the terms and conditions are met, and Underwater Solutions Inc. is able to commence operations.*

BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND THE ABOVE STATED TERMS AND CONDITIONS OF THIS AGREEMENT.

PAYMENT TERMS:

PAYABLE UPON RECEIPT OF INVOICE

*** ACH PAYMENTS PREFERRED (Please contact our office to make arrangements)**

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:



UNDERWATER SOLUTIONS INC.

Signature of Authorized Representative

President May 28, 2021
Title Date

CITY OF NEWBURGH WATER DEPARTMENT, NEWBURGH, NY

Signature of Authorized Representative

Title Date

RESOLUTION NO.: 140 -2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO 137, 139, 145 LANDER STREET CORPORATION TO THE PREMISES
KNOWN AS 141 LANDER STREET (SECTION 18, BLOCK 4, LOT 38)**

WHEREAS, on September 24, 1991, the City of Newburgh conveyed property located at 141 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 4, Lot 38, to 137, 139, 145 Lander Street Corporation (by Thomas Amodeo, authorized signer); and

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

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 141 Lander Street, Section 18, Block 4, Lot 38 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated September 24, 1991, from THE CITY OF NEWBURGH to 137, 139, 145 LANDER STREET CORPORATION, recorded in the Orange County Clerk's Office on November 25, 1991, in Liber 3525 of Deeds at Page 28 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: _____, 2021

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: ____-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, 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.: 141 -2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO WILLIAM STEWART TO THE PREMISES KNOWN AS
163 LANDER STREET (SECTION 18, BLOCK 4, LOT 49)**

WHEREAS, on September 5, 1984, the City of Newburgh conveyed property located at 163 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 4, Lot 49, to William Stewart; and

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

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 163 Lander Street, Section 18, Block 4, Lot 49 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated September 5, 1984, from THE CITY OF NEWBURGH to WILLIAM STEWART, recorded in the Orange County Clerk's Office on October 2, 1984, in Liber 2300 of Deeds at Page 170 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: _____, 2021

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: ____-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, 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.: 142 -2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO ARCHIE LOGAN TO THE PREMISES KNOWN AS
28 COURTNEY AVENUE (SECTION 48, BLOCK 3, LOT 24)**

WHEREAS, on August 31, 2016, the City of Newburgh conveyed property located at 28 Courtney Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 48, Block 3, Lot 24, to Archie Logan; and

WHEREAS, Mr. Logan has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 28 Courtney Avenue, Section 48, Block 3, Lot 24 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated August 31, 2016, from THE CITY OF NEWBURGH to ARCHIE LOGAN, recorded in the Orange County Clerk's Office on November 21, 2016, in Liber 14139 of Deeds at Page 976 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: _____, 2021

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, 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.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

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

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Michelle Kelson, Corporation Counsel

FROM: Jason W. Beeman, Code Compliance Supervisor

DATE: May 24th, 2021

SUBJECT: 28 Courtney Avenue, Release of Restrictive Covenants Inspection

I conducted an inspection of 28 Courtney Avenue. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

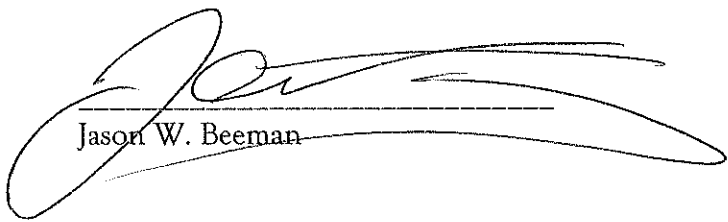
I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

The property is owner occupied and currently registered as such.

The current C of O is for a single-family residence

Thank you,



Jason W. Beeman





RESOLUTION NO.: 143 -2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO RIPRAP LLC TO THE PREMISES KNOWN AS
378 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 35)**

WHEREAS, on June 20, 2016, the City of Newburgh conveyed property located at 378 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 10, Block 1, Lot 35, to RipRap LLC; and

WHEREAS, the managing member of RipRap LLC, Thomas Dodd, has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 378 Liberty Street, Section 10, Block 1, Lot 35 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 20, 2016, from THE CITY OF NEWBURGH to RIPRAP LLC, recorded in the Orange County Clerk's Office on July 1, 2016, in Liber 14071 of Deeds at Page 128 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: _____, 2021

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, 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.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

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

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Michelle Kelson, Corporation Counsel

FROM: Jason W. Beeman, Code Compliance Supervisor

DATE: May 24th, 2021

SUBJECT: 378 Liberty Street, Release of Restrictive Covenants Inspection

I conducted an inspection of 378 Liberty Street. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations both on the property and in the building during my most current inspection of the property.

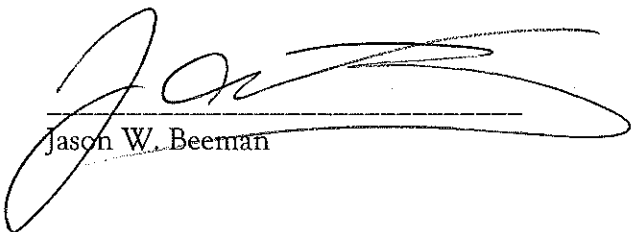
There are no open permits or open permit applications.

The property is vacant and currently registered as such.

The property is under contract for sale dated May 5th, 2021. A notarized residential contract of sale has been provided

The current C of O is for a single-family residence

Thank you,



Jason W. Beeman





RESOLUTION NO.: 144 -2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO RICARDO SANTOS TO THE PREMISES KNOWN AS
28 ELLIS AVENUE (SECTION 33, BLOCK 1, LOT 7)**

WHEREAS, on March 11, 2005, the City of Newburgh conveyed property located at 28 Ellis Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 33, Block 1, Lot 7, to Ricardo Santos; and

WHEREAS, the attorney representing the purchaser in a contract of sale to acquire the property has requested a release of the restrictive covenants contained in said deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5, and 6 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 28 Ellis Avenue, Section 33, Block 1, Lot 7 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a deed dated March 11, 2005, from THE CITY OF NEWBURGH to RICARDO SANTOS, recorded in the Orange County Clerk's Office on March 23, 2005, in Liber 11786 of Deeds at Page 1670 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: _____, 2021

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: ____-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, 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.: 145 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH COLD SPRING BIKE RENTAL & TOURS, LLC
FOR ACCESS TO AND THE USE OF UNICO PARK
TO PROVIDE BICYCLE RENTALS AND TOURS**

WHEREAS, Cold Spring Bike Rental & Tours, LLC proposes to enter into a license agreement with the City of Newburgh for access to and the use of Unico Park to provide bicycle rentals and tours; and

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

WHEREAS, the City Council has examined the license agreement annexed hereto and determined that entering into such license agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement on behalf of the City of Newburgh, with Cold Spring Bike Rental & Tours, LLC for access to and the use of Unico Park for bicycle rentals & tours.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2021, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

COLD SPRING BIKE RENTAL & TOURS, LLC, a limited liability company having its principal place of business at 52 North Elm Street, Beacon, New York 12508 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from June 18, 2021 to November 14, 2021.

ARTICLE 2: Obligation of the City.

The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of renting bicycles and providing bicycle tours to the general public on a daily basis from 9:00 a.m. to 7:00 p.m., which days and times may be reduced at the Licensee's discretion during the off-season, or when demand is not sufficient to justify a daily presence. Licensee may erect two 7'x7' canopy tents, one for bicycle storage and one for registration and administration, and may attach across both sides of each tent a 7' long banner displaying Licensee's name and logo.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all equipment and supplies, including the tents, are removed and stored off-site each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated the County of Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder.

D. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of Unico Park during the period of this agreement \$750.00.

ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. 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 agreement.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible as and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or
- (b) A party fails or refuses to comply with all applicable laws or ordinances; or
- (c) A party is guilty of substantial violation of any provision of this agreement.

2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

ARTICLE 9: Damages.

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

ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices and Communication.

A. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

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

TO: Mohammad J. Hassan, Licensee
Cold Spring Bike Rental & Tours, LLC
52 North Elm Street
Beacon, New York 12508
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: _____
TODD VENNING
City Manager
Per Res. No.:

COLD SPRING BIKE RENTAL & TOURS, LLC

By: _____
Mohammad J. Hassan

Approved as to form:

MICHELLE KELSON
Corporation Counsel

MARCIA ESPINOSA
Acting City Comptroller

COLD SPRING BIKE RENTAL & TOURS, LLC
PROPOSAL FOR PERMISSON TO OPERATE A DAILY POP UP
BIKE RENTAL BUSINESS AT UNICO PARK IN
THE CITY OF NEWBURGH

COLD SPRING BIKE RENTAL & TOURS, LLC



Cold Spring Bike Rental & Tours
Off Road Bike Adventures



Trail and all Terrain Bikes

Company & Industry

Cold Spring Bike Rental & Tours is a retail bike rental company. Our office is located at 52 North Elm Street, Beacon N.Y. 12508 in Dutchess County. We are currently seeking a base of operation.

Products & Services

Cold Spring Bike Rental & Tours will focus primarily on bike rentals. The company will offer hourly and daily rates on a sliding monetary scale for incentive and up sale purposes. This will be based on consumer desire. We will also provide guided tours. This service will be limited to two tours daily, early morning and mid-day.

All persons renting must be eighteen years of age or accompanied by an adult providing adequate identification. Each rider will be fully insured how-ever each rider of age must sign a standard liability release wavier and wear a helmet.

Equipment Provided for Rental

Three speed hybrid bike

Safety helmet

Child seats

Tandem attachments

Strategy & Implementation

Cold Spring Bike Rental & Tours will rely heavily on location to attract tourist. The City of Newburgh has a strong out-door life style culture. The area is saturated with out- door activity as well as fine dining, coffee shops, art galleries, antique shops and bed & breakfast establishments. These venues will bring additional tourist stimulating interest in site seeing.

Internet Strategy

Cold Spring Bike Rental & Tours intend to use its internet presence to drive rentals and sales. The company will focus on the immediate needs of its guests and the ability to fulfill those needs rapidly. The web-site will include the base location, hours of operation, promotions, local trails and links to related sites and cultural attractions. Guests will also have the ability to reserve advance bike rentals and tour reservations by email or telephone. Advanced promotional strategies for multi usage and group activity will always be high-lighted.

Seasonal Sales Strategy

The bicycle rental industry is very cyclical, varying with seasons and weather. Cold Spring Bike Rental Tours sales will be seasonal, slower during cooler months, November through April and plentiful during warmer months May through October.

Operations of Cold Spring Bike Rental & Tours will be led by Mr. Mohammed J. Hasson who will oversee daily transactions, inventory levels, reservations and marketing. The remainder of the staff will be adequately trained in product, bike

and helmet fitting, rentals and geographical knowledge of trails and points of interest. The team will be responsible for ensuring customer satisfaction and safety by following all CDC protocols. The base will open daily for operation at 9:00am and close at 7:00pm, last rental departing at 6:00pm. A reduction in hours will occur during off season. Week day, week-end hours may vary depending on demand.

LOCATION

The ideal location and FIRST choice of operation is Unico Park. Given this location, Cold Spring Bike Rental & Tours will function as an independent unit. One hundred percent self contained. We will operate daily from two 7'X7' canopy tents. Across both sides of each tent we'll attach a 7' long banner displaying our name and logo. One tent will shelter bikes, the second tent w/ table and chair for registration. Hours of operation will be 9:00am to 7:00pm. Full operation, bikes, tent, table & chair will be removed and transported to a secured storage facility on a daily basis. This will occur Thursday to Sunday, Monday to Wednesday optional.

WHAT WE SEEK

Cold Spring Bike Rental & Tours is seeking a base of operation, permanent for each season, same location.

In terms of rent for space, we are flexible and would like renewable options or season to season permit application. Ideally, we would like to operate out of a fixed location, but are flexible.

Our belief is that given the opportunity to partner with The City of Newburgh we can add to the ambitious efforts of land preservation, by expanding the awareness regarding agricultural and ecological significance. This by providing an outdoor experience that allows visitors an opportunity to explore breathtaking views and to admire the unique culture that is The City of Newburgh.

RESOLUTION NO: 146 - 2021

OF

JUNE 14, 2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ADOPTING THE NEWBURGH HOUSING POLICY REPORT
AS THE CITY OF NEWBURGH'S LONG-TERM STRATEGY FOR MEETING
THE HOUSING NEEDS OF CITY RESIDENTS**

WHEREAS, the Newburgh Housing Report was undertaken as a year-long initiative by the Leviticus Fund with financial support from the JP Morgan Foundation and technical direction from Kevin Dwarka LLC and Pace Land Use Law Center;

WHEREAS, the year-long engagement process for the Newburgh Housing Report involved extensive outreach to the City of Newburgh staff, the Newburgh City Council, the Newburgh Housing Coalition, a broad cross-section of housing stakeholders including both private and non-profit housing developers, along with direct outreach to the City of Newburgh residents;

WHEREAS, the Newburgh Housing Policy Report was finalized in May 2021 with the completion of two companion documents, the Newburgh Housing Needs Assessment and the Newburgh Housing Policy Framework; and

WHEREAS, the City Council has reviewed the Newburgh Housing Policy Report, along with the Newburgh Housing Needs Assessment and the Newburgh Housing Policy Framework, and as a next step, and finds that adopting the Newburgh Housing Policy Report and its companion documents is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Council after reviewing the full contents of the Newburgh Housing Report and all associated deliverables, and declares that the Newburgh Housing Report shall serve as the City's long-term strategy for meeting the housing needs of City residents; and

BE IT FURTHER RESOLVED, that the Newburgh Housing Report shall be used as the tool for prioritizing and implementing proposed actions while seeking funding opportunities for implementation through the New York State Consolidated Funding Application.

RESOLUTION NO.: 147 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED HOUSING AND URBAN DEVELOPMENT
ECONOMIC DEVELOPMENT INITIATIVES FOR ECONOMIC DEVELOPMENT
PROJECTS FUNDING FOR THE REDEVELOPMENT OF
THE DOWNING PARK URBAN FARM BUILDING IN THE AMOUNT OF \$300,000.00**

WHEREAS, the City of Newburgh Department of Planning and Development wishes to apply for THUD - Housing and Urban Development (HUD) Economic Development Initiatives (EDI) For Economic Development Projects Program funding in the amount of \$300,000.00; and

WHEREAS, such federal funding will be used to support the "Food Security in the City of Newburgh" project and will be used specifically to assess, renovate or rebuild the building at the Downing Park Urban Farm to convert the building into an innovative and environmentally sustainable space to support the growth of programming and staff at the Downing Park Urban Farm; and

WHEREAS, any grant match would come from CDBG program funds and

WHEREAS, this Council has determined that applying for and accepting said funding 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 for THUD - Housing and Urban Development (HUD) Economic Development Initiatives (EDI) For Economic Development Projects Program funding in the amount of \$300,000.00 with any match to be provided by CDBG program funds; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



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: Food Security in the City of Newburgh	NAME OF DEPARTMENT REQUESTING GRANT: Planning & Development/Community Development	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Ali Church/Ellen Fillo
NAME OF GRANT/NAME OF AWARDING AGENCY: THUD - Housing and Urban Development (HUD) Economic Development Initiatives (EDI) For Economic Development Projects	GRANT SUBMITTAL DATE: 5/26/21	AMOUNT OF AWARD: \$300,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No information at this time	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: If there is a match the funds will come from CDBG- Parks	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project: see attached project request form Key Stakeholders: Project Timeline: (ex. Dates)		



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: <u>YES</u>
COMMENTS:
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO
COMMENTS: <u>N/A</u>
STAFFING ISSUES REVIEWED? YES/NO:
COMMENTS: <u>N/A</u>
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO <u>YES</u>
CITY COMPTROLLER SIGNATURE: <u><i>Acting</i> <i>Janet Olive</i></u>
DATE: <u>5/26/21</u>
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



City of Newburgh

GRANT APPLICATION FORM

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

[Signature]
5/26/21

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

6/10/21 W.S.

6/14/21 Council

*Apply + accept
b/c match is
scored thru
CDSG*

**Schumer Congressionally Directed Spending Request Form** (Food Security - City of

Newburgh)

Name & Contact Info

Ellen J Fillo 6298258
 Mobile: 845-629-8258
 efillo@cityofnewburgh-ny.gov

Mailing Address

83 Broadway
 Newburgh NY 12550

Permanent Address

83 Broadway
 Newburgh NY 12550

* indicates a required field.

Section 1. ORGANIZATION INFORMATION**1. Date: ***

05/25/2021

2. Legal Name of Submitting Organization *

If you are a lobbyist or submitting on behalf of an organization, please list the organization the request is being made on behalf of.

City of Newburgh

Address of Submitting Organization (No PO Boxes)

If you are a lobbyist or submitting on behalf of an organization, please provide the mailing address for the organization the request is being made on behalf of.

3. Address Line 1 *

83 Broadway

4. Address Line 2

No answer.

5. City *

Newburgh

6. State *

NY

7. Zip Code *

12550

8. County in New York State *

Orange

9. Website Address *

<https://www.cityofnewburgh-ny.gov/>

10. Has the Requesting Organization Ever Received Congressionally Directed Spending? *

Yes

11. Did Senator Schumer Help Secure Congressionally Directed Spending for the Requesting Organization? *

Yes

12. Is the requesting organization a for-profit entity? *

No

12.1 For-profits are NOT eligible for Congressionally Directed Spending.

13. What Type of Entity is Your Organization? *

Local Government

14. Non-Profit EIN

Employer Identification Number is required for non-profits.

No answer.

Section 2. PROJECT PROPOSAL

1. Project Title *

Food Security in the City of Newburgh

2. Project Description *

Please limit this section to one or two sentences on specifically what the requested funds will be used for. A project narrative may be provided at the end of this form.

Funds for the "Food Security in the City of Newburgh" project will be used specifically to assess, renovate or rebuild the building at the Downing Park Urban Farm once used as the garages to store lawn maintenance equipment for the Downing Park. The building will be converted into an innovative and environmentally sustainable space to support the growth of programming and staff at the Downing Park Urban Farm.

3. Is This Project A Funding Request Or A Language Request *

Funding

4. If This is a Language Request, Enter Your Suggested Language Here

Leave blank if you are requesting funding.

No answer.

5. If Funding, Provide Amount of FY22 Funding Being Requested *

Dollar Amount

300000

6. What Is The Minimum Dollar Amount Needed To Begin or Sustain This Project? *

(In The Event The Committee Cannot Provide The Full Amount Requested.)

Dollar Amount

300000

7. Which Appropriation Bill Does This Request Fall Under? *

If you do not know, select "unknown" from the dropdown menu and a member of staff will choose the bill and account for you.

Transportation, Housing and Urban Development, and Related Agencies (THUD)

8. Which Account Does This Request Fall Under? *

If you do not know, select "unknown" from the dropdown menu and a member of staff will choose the account for you.

THUD - Housing and Urban Development (HUD) Economic Development Initiatives (EDI) For Economic Development Projects

9. Please Explain In Two or Three Sentences Why Funding This Project Would Be In The Interest Of the Taxpayer. *

Please note that if your project is submitted to the committee for consideration, this text will be displayed on Senator Schumer's website as required by the Senate Appropriations Committee.

Prior to the development of the Urban Farm there was no activity, community engagement or production of healthy organic produce for local residents at the site. This project is in the best interest of the taxpayers because the farm which will benefit from having space to support staff and programming provides jobs, contributes to the local economy, educates local youth, produces organically fresh produce that meets the ethnic needs of residents and maintains a healthy environment for the community and its residents.

10. Description Of Project's Importance to New York *

Even though New York is associated more with city life, agriculture remains a dominant industry. And the Hudson Valley, where the City of Newburgh is located, is a very fertile area of the state with produce, fruit and livestock farms. In the tradition of the state and region, the Downing Park Urban Farm is a model of sustainable urban farming practices that offers healthy food to residents while educating residents and youth about the importance of maintaining a safe and productive food system.

As COVID-19 showed with the disruption in the availability of some products and the increase in demand for food by the growing numbers of residents who are food insecure, having a sustainable and productive farm located in the middle of a metropolitan area can help support access to a local healthy food system. The loss of farms whether large or small will significantly impact our capacity to feed ourselves and ultimately diminish the health of our communities.

11. Description Of Benefit To The Local Community *

From fighting food insecurity, to providing work experience to local youth and adults, the Downing Park Urban Farm is truly making a difference in the City of Newburgh. The demand by residents and feeding programs for fresh produce that is ethnically appropriate has grown enormously especially with the COVID-19 pandemic. Increasing numbers of residents are wanting to learn how to grow their own food. Youth are looking for experiences where they not only can learn skills that they can use to support themselves in the future but also to be in a safe environment where they are not exposed to the violence and gangs in their neighborhoods.

The Newburgh Urban Farm and Food Initiative and Downing Park Urban Farm have been providing long-term benefits to the City of Newburgh and its residents in ways that can be sustained for well into the future.

12. Priority Ranking of Project Proposal *

If multiple proposals are being submitted, please rank the proposal below.

If only one proposal is being submitted, please enter 1.

1

13. If This Is A Construction Project, Has Work Begun? *

No

14. What Is The Total Cost Of The Project You Are Requesting Funds For? *

Dollar Amount

300000

15. Has The Requesting Organization Received Non-Federal Funding For This Project *

If yes, provide source and amount below.

No

15.1 Source 1

No answer.

15.2 Amount

Dollar Amount

No answer.

15.3 Source 2

No answer.

15.4 Amount

Dollar Amount

No answer.

15.5 Source 3

No answer.

15.6 Amount

Dollar Amount

*No answer.***16.Has The Requesting Organization Applied For Or Does It Intend To Apply For Any Non-Federal Funding For This Project ****If yes, provide source and amount below.*

No

16.1 Source 1*No answer.***16.2 Amount**

Dollar Amount

*No answer.***16.3 Source 2***No answer.***16.4 Amount**

Dollar Amount

*No answer.***16.5 Source 3***No answer.***16.6 Amount**

Dollar Amount

*No answer.***17.Has the Requesting Organization Received Federal Funding For This Project ****If Yes, Provide Source and Amount Below*

No

17.1 Source 1*No answer.***17.2 Amount**

Dollar Amount

*No answer.***17.3 Source 2***No answer.***17.4 Amount**

Dollar Amount

*No answer.***17.5 Source 3***No answer.*

17.6 Amount

Dollar Amount

*No answer.***18. Did This Project Receive Funding From The Federal Government In FY21? ***

No

18.1 What was the FY21 Funding Level

Dollar Amount

*No answer.***19. Is This Project In The President's FY22 Budget? ***

No

19.1 If Yes, Provide The Funding Level Included in the President's FY22 Budget

Dollar Amount

*No answer.***20. Was This Project Proposal Submitted To Other Members of the New York Delegation? ***

No

20.1 If Yes, Which Member Of The House Of Representatives Is (Are) Also Making This Request?*Select Senator and/or Representative name from the list below and in the space provided list the Senator and/or Representative Name, Lead Staffer and the Staff Phone Number. Do NOT select "Check all."**No answer.***20.2 Representative Name***No answer.***20.3 Lead Staffer Name***No answer.***20.4 Staff Phone Number***No answer.***20.5 Representative Name***No answer.***20.6 Lead Staffer Name***No answer.***20.7 Staff Phone Number***No answer.***20.8 Representative Name***No answer.***20.9 Lead Staffer Name***No answer.*

20.16 Staff Phone Number*No answer.***Section 3. FUNDING HISTORY**

- 1. Has Your Organization Previously Received Federal Funding (Including For The Project Being Requested Here)? ***
If Yes, Provide The Information Requested Below

No

1.1 Name of Project Listed in Bill*No answer.***1.2 Amount of Funding Received**
Dollar Amount*No answer.***1.3 Bill Funding Was Included In***No answer.***1.4 Member Of Congress (Senator Or Representative) Who Secured Funding***No answer.*

- 2. Has Your Organization Previously Received Federal Grant Funding (Including For the Project Being Requested Here)? ***

No

2.1 Name of Grant Program*No answer.***2.2 Amount of Grant Funding Received***No answer.*

- 3. Has the Requesting Organization Failed to Adequately Manage Or Execute A Prior Federal Funding Award (including For The Project Being Requested Here)? ***

No

3.1 If Yes, Explain Below*No answer.***Section 4. CONTACT INFORMATION****Head Of Organization/Department/Agency***Who may the Senator Contact?***1. Name ***

Ellen Fillo

2. Title *

Director of Community Development

3. Address Line 1 *

83 Broadway

4. Address Line 2

No answer.

5. City *

Newburgh

6. State *

NY

7. Zip Code *

12550

8. Phone *

8455697386

9. E-mail *

efillo@cityofnewburgh-ny.gov

Staff Contact At Organization/Department/Agency

Who on your staff is familiar with this project?

10.Name *

Helen Reilly

11.Title *

Grants Administrator

12.Address Line 1 *

83 Broadway

13.Address Line 2

No answer.

14.City *

Newburgh

15.State *

NY

16.Zip Code *

12550

17.Phone *

8455697321

18.E-mail *

hreilly@cityofnewburgh-ny.gov

Government Affairs Representative For The Organization/Department/Agency

(If Applicable)

19.Name

No answer.

20.Title

No answer.

21.Address Line 1

No answer.

22.Address Line 2

No answer.

23.City

No answer.

24.State

No answer.

25.Zip Code

No answer.

26.Phone

No answer.

27.E-mail

No answer.

Section 5. PROJECT ABSTRACT

1. Please Use The Space Provided To Describe Your Project In Greater Detail *

Developed in 2015 as a loosely formed collaboration of local residents and community organizations in an effort to create greater awareness of the multiple benefits of urban agriculture, the Newburgh Urban Farm and Food Initiative (NUFFI) is now an active network of local residents and community organizations that fosters community and residential gardens, the production and the distribution of food for the City of Newburgh. NUFFI provides Outreach, Public Education and Technical Assistance. NUFFI believes that existing communities working together to retain 'ownership' of their neighborhoods and culture will develop innovative solutions that accomplish the important goal of empowering residents to work together to build a just and resilient food system that improves the environment and the health of the community in the City of Newburgh.

NUFFI's programs include the Downing Park Urban Farm (DPUF) an approximately 2-acre community-based farm located in the middle of the City of Newburgh, within the historic Downing Park. In June of 2018, NUFFI entered into a lease agreement with the City of Newburgh to manage and operate the farm. The current lease has been extended until 2038.

The primary goals of DPUF are to:

- 1) provide fresh, ethnically appropriate food for all Newburgh residents; and
- 2) serve as a living classroom where residents learn how to grow their own food and youth are exposed to possible career paths in agriculture.

Since 2018, efforts have focused on building the production capacity of the farm; enhancing the environmental health of the farm; and developing a farm plan to increase access to fresh healthy, organically-grown produce by Newburgh's diverse ethnic populations, especially those who are food insecure. DPUF dedicates its work to donating produce to various City feeding programs through the NUFFI Produce Donation Program and selling products at City farmers markets and on the farm.

The DPUF is a model for urban growing techniques using organic practices. DPUF features:

- growing in lined, raised beds and containers such as milk-crates to prevent contamination from urban soils;
- in-ground no-till "carbon farming" experiments;
- small fruit production; and
- managing pests and diseases organically.

Workshops and Tutorials offered at DPUF have included:

Rainwater Harvesting Barrels for Backyard and Community Gardens

Fixing Carbon & Making Habitat with Native Plants

Building and Operating a Compost Bin

Milk Crate Gardening

Testing Your Urban Soils for Heavy Metal Contamination

Preserving Harvested Produce for the Winter

Economic Development

DPUF is contributing to the local economy by offering full time jobs and purchasing farm supplies when possible from local businesses. With the expansion of the farm's production we have had to increase our farm staff to two positions and with the support of the HUD CDBG CARES ACT grants we were able to purchase needed supplies such as a low cost irrigation system, the new hoop house that will increase production and extend the growing season and supplies to put the hoop house into production.

Seasonal Workforce Development

In addition to employing farmers with the skills needed to successfully operate the farm, NUFFI is committed to hiring individuals in the community and providing them an opportunity to work at DPUF where they can learn the knowledge and skills needed to obtain jobs. Individuals help with light carpentry work, lawn maintenance, watering, and packing produce for the donation program.

Youth Education and Employment

With our partner, Our Core, Inc., a community-based organization dedicated to empowering

marginalized young people in the City of Newburgh to uplift themselves and others through experiential and academic education, a youth education and summer internship has been developed at DPUF. High school youth participating in the program, assist in weeding, watering, planting, harvesting and preparing the produce for donation to the local pantries. Youth also participate in pop up markets learning entrepreneurial skills. Several of the youth participating in the program are pursuing college education in environmental and agricultural studies.

Community Engagement

DPUF provides community residents and local churches and community groups an opportunity to volunteer on a regular basis assisting with planting, weeding, watering, harvesting and packing produce for the donation program.

Food Insecurity in the City of Newburgh

In 2020, the COVID-19 pandemic exacerbated a significant existing food insecurity issue in Newburgh. Similar to other cities with high rates of poverty, Newburgh residents are impacted by numerous social, economic, health, and environmental factors that affect their quality of life. These factors are compounded by serious health risks related to diet, inactive lifestyles and the urban environment. Approximately 31% of Newburgh residents are dependent on multiple food assistance programs to meet their daily nutritional needs.

In response to the COVID-19 pandemic and the increase in the number of residents who became food insecure due to the loss of employment, NUFFI made the decision to increase production of ethnically appropriate produce for Newburgh residents and to donate the majority of the produce to local feeding programs. Feeding programs include pantries, soup kitchens and religious congregations that often lack access to fresh produce that can be incorporated into their distribution plans.

DPUF became part of the City of Newburgh emergency feeding program and was a subrecipient of a HUD CDBG CARES Act grant. The grant provided funding for supplies and materials needed to increase production and distribute the produce.

In previous years, NUFFI's Community Wide Produce Donation program normally delivered approximately 2,000 pounds of excess produce from the farm and community gardens to five feeding programs once or twice a week. In 2020 a group of 15 feeding programs became regular recipients of fresh produce. We worked with the directors to learn their schedules for accepting donations and their capacity to store fresh produce at the site. Deliveries were made on multiple days throughout the week and sometimes to multiple sites on the same day.

We also contacted other farmers, gardeners and food distribution programs to let them know DPUF would continue to serve as a hub for aggregating produce and storing food in our coolbot (refrigerated room) at DPUF while it was waiting to be distributed in the City. In most cases, we picked up the produce from them and coordinated the distribution of the produce.

All of these efforts resulted in 15,000 pounds of produce being distributed from early June 2020 through the end of the year. DPUF became a significant part of the emergency food access system for the City with the ability to make a major impact on improving food access and food quality (fresh produce) for residents most at risk of food insecurity.

In 2021, NUFFI is again a subrecipient of a HUD CDBG CARES Act grant from the City of Newburgh. Funds are supporting the installation of a 24'x72' greenhouse at DPUF to increase production of produce and extend the farm's growing season. The unheated greenhouse will facilitate the growing of fresh greens for distribution to the feeding programs from early April to December. We have already distributed over 6,000 pounds of food in 2021. This includes food received from the Newburgh Mutual Aid feeding program after they complete their distribution on Saturday morning. We have already harvested and distributed lettuce, kale, mustard greens, radishes and cilantro from DPUF.

NUFFI/DPUF is the only organization in the City of Newburgh with the capacity to organize and lead this on-the-ground produce distribution program for food insecure residents in the City of Newburgh that includes:

Growing, processing, and refrigerating fresh produce;

Coordinating and distributing the produce on a schedule that best meets the needs of multiple feeding programs; and

Building a strong community collaboration that includes DPUF, local feeding programs, City of Newburgh government, local farmers, community groups, community gardens, food distribution centers and local residents to address the food access needs of community residents who are food insecure.

Located on the property at the Downing Park Urban Farm is a large multi-garage structure that had originally been used to store the lawn maintenance equipment needed for the upkeep of Downing Park. Office space for the staff working at the Park was also located in the building. Over the years the building has fallen into a state of disrepair and is in need of extensive renovation.

Rather than housing lawn maintenance equipment, the garages are being used to store unneeded building supplies and fixtures no longer used at the Park. Office space with rest rooms no longer exist and the water and septic lines from the street to the building have been disconnected.

Transforming Unused Space into Offices, an In-door Education/Training Room and a Produce Market

This building represents an enormous opportunity to support NUFFI's work on the farm and enhance our capacity to better serve the City of Newburgh and its residents.

Farm and Park Offices

Currently there is no office on the farm with heat, lights, adequate electricity, a good wi-fi connection and working bathroom. This limits the ability to have the farm staff on site and conducting the administrative tasks needed to operate the farm. Especially in the early spring and late fall, staff is limited on how long they can work at the farm without a place where they can work on their computers, inputting daily farm data, and placing orders of needed supplies.

Staff and volunteers only have access to an outdoor port-a-potty during the warmer months. The unit is removed from the farm during the colder months and staff need to leave the property when they need a bathroom.

In-door Education/Training Room

Currently all training whether for staff, youth, residents or volunteers is conducted outdoors. There is no place to provide orientation for new staff and volunteers. Workshops and tutorials are often conducted under a tent or in the shade of a tree. There is no ability to use audio-visual materials as part of the trainings and limited seating is available for anyone participating in the training.

An in-door training room will expand the capacity of the farm and the Park to offer various educational workshops to community residents on urban agriculture, horticulture, and community garden planning. It will also provide space to offer youth additional skills in accounting procedures for their pop-up markets, marketing and writing skills. The in-door training room will also be available for the local colleges (ex. SUNY Orange, Mt. St. Mary College) for collaborative workshops and classes.

On-Site Produce Market

Currently the farm sells produce and bouquets of flowers using a folding table under a tent. A dedicated space for a produce market would offer the ability to expand what is offered on "Market Day" and bring more people to the farm and increasing the community's awareness of the multiple environmental, food access and health benefits the farm offers to the community

The produce market will also serve as a site for low income residents who are eligible for SNAP benefits. Having the market in the building with a good wi-fi connection allows use of the equipment needed to accept the SNAP payment. DPUF has also applied for the Double Up Bucks program. When people use their SNAP EBT Card dollars at the market, they receive another \$10 to buy fresh fruits and vegetables either at the farm or one of the City's Farmer's Markets.

In addition to "Market Day" the produce market can also serve as a produce distribution site for food insecure residents who are dependent on food assistance programs to meet their daily nutritional needs. Rather than standing in line at a feeding site to receive a bag of produce, food insecure residents will be able to come to the DPUF Market and select the produce they want for themselves and their families.

NUFFI, working with its partners such as OCC Extension SNAP Education program, the OC Department of Health, and culinary educators will provide workshops and/or demonstrations for residents when they come to select their produce. Instructions will include information about the produce available that day, how to properly store it to maintain its freshness and how to prepare the food.

The Produce Market will also extend our capacity to sell and distribute produce grown at DPUF as the produce from the new hoop house is ready for distribution.

RESOLUTION NO.: 148 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED DEPARTMENT OF THE INTERIOR FUNDING THROUGH
THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION
IN THE AMOUNT OF \$12,800,000.00
FOR THE NORTH INTERCEPTOR SEWER RECONSTRUCTION PROJECT**

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

WHEREAS, the North Interceptor Sewer Reconstruction Project is included as part of the CSO LTCP; and

WHEREAS, the Department of the Interior has announced earmark funding potentially administered through the New York State Environmental Facilities Corporation; and

WHEREAS, the City proposes to apply for funding in the amount of \$12,800,000.00, with funding match to be derived from a future bond authorization; and

WHEREAS, this Council has determined that applying for and accepting such funding 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 Interior, Environment, and Related Agencies funding through the New York State Environmental Facilities Corporation in the amount of \$12,800,000.00 for the North Interceptor Sewer Reconstruction Project; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby, including but not limited to, documents and contracts with the New York State Environmental Facilities Corporation for said purposes and further, to carry out and comply with the terms of project agreement(s).



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: North Interceptor Sewer Project	NAME OF DEPARTMENT REQUESTING GRANT: Engineering	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Jason Morris/Victor Cornelius
NAME OF GRANT/NAME OF AWARDING AGENCY: Interior, Environment, and Related Agencies (Interior)	GRANT SUBMITTAL DATE: 5/26/21	AMOUNT OF AWARD: \$12,800,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) EFC Loan/Grant	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: Loan repayment 0% interest	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project: **see attached project request form**

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: <u>YES</u>
COMMENTS:
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO: <u>N/A</u>
COMMENTS:
STAFFING ISSUES REVIEWED? YES/NO: <u>N/A</u>
COMMENTS:
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO: <u>YES</u>
CITY COMPTROLLER SIGNATURE: <u>[Signature]</u>
DATE: <u>5/26/2021</u>
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: <u>YES</u>
CORPORATION COUNSEL SIGNATURE: <u>[Signature]</u>



City of Newburgh

GRANT APPLICATION FORM

DATE: 5/26/21

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

~~7/0/20~~ 6/10/21 W-S.
6/14/21 Council

We can submit as
"apply only" for now
due to uncertainty in
securing the match source
☒ OR
apply / accept
let me know!

Reilly, Helen

From: Victor Cornelius <victorcornelius@aol.com>
Sent: Wednesday, May 26, 2021 1:35 PM
To: Reilly, Helen; Morris, Jason
Cc: Venning, Todd
Subject: Re: North Interceptor Appropriation.

Helen-

- 1) The City borrows \$16,000,000 in a short-term and long-term loan from EFC. We're working on a fully federally subsidized loan (0% interest).
- 2) The City does the work with these funds on a draw-down basis. Jason and Wayne are very familiar with this process.
- 3) At the end of the short-term loan period (generally 3 year or 75% of project completion, whichever happens first) the loan rolls over into a 30-year note at the State level.
- 4) If we get the appropriation or any number of state and/or federal grants we'll be applying for, they will be disbursed from the funding source directly to EFC, which will then use this principal to pay down the loan. The federal appropriation has a maximum cap of 80% of the project cost. This will leave an existing borrowing of 20%, already pre-financed out 30 years at 0%. That's how the City pays the 20% match.

I do several of these for waste water, storm water and drinking water every year.

Let me know if you have any additional questions.

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>; Morris, Jason <JMorris@cityofnewburgh-ny.gov>
Cc: Venning, Todd <TVenning@cityofnewburgh-ny.gov>
Sent: Wed, May 26, 2021 1:28 pm
Subject: RE: North Interceptor Appropriation.

Will there be a match required by the City?

From: Victor Cornelius <victorcornelius@aol.com>
Sent: Wednesday, May 26, 2021 1:26 PM
To: Reilly, Helen <HReilly@cityofnewburgh-ny.gov>; Morris, Jason <JMorris@cityofnewburgh-ny.gov>
Cc: Venning, Todd <TVenning@cityofnewburgh-ny.gov>
Subject: Re: North Interceptor Appropriation.

The EFD funding is the loan program, not the grant. It's important that the federal side knows the project is listed with EFC as it's a requirement for eligibility of funding.

Should we receive the grant, it will be applied, through EFC, at the point at which the short-term (building) loan rolls over into the 30-year financing. That's where the 20% match becomes the 'rump' financing (assuming we get no other grants to offset the principal).

The City will not receive these funds directly, so there will be no effort required by the City.

Best,

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

-----Original Message-----

From: Reilly, Helen <HReilly@cityofnewburgh-ny.gov>
To: Morris, Jason <JMorris@cityofnewburgh-ny.gov>; 'Victor Cornelius' <victorcornelius@aol.com>
Cc: Venning, Todd <TVenning@cityofnewburgh-ny.gov>
Sent: Wed, May 26, 2021 1:20 pm
Subject: FW: North Interceptor Appropriation.

Victor or Jason,

I'm a little confused. I understand we are requesting \$12,800,000 with a total cost of \$16,000,000 but on page 3 question 15- we state we received non federal funding for this project in the amount of \$16,000,000 from the EFC. Please advise

Thanks,
Helen

From: Victor Cornelius <victorcornelius@aol.com>
Sent: Wednesday, May 26, 2021 11:04 AM
To: Morris, Jason <JMorris@cityofnewburgh-ny.gov>; Reilly, Helen <HReilly@cityofnewburgh-ny.gov>
Cc: Venning, Todd <TVenning@cityofnewburgh-ny.gov>
Subject: North Interceptor Appropriation.

Jason and Helen-

North Interceptor Sewer Appropriation Request, attached.

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

**Schumer Congressionally Directed Spending Request Form** (City of Newburgh, North

Interceptor Sewer Project)

Name & Contact Info

Victor Cornelius
 Mobile: 518-334-2710
 Work: 518-697-0437
 victorcornelius@aol.com

Mailing Address

P. O. Box 187
 Germantown NY 12526

Permanent Address

P. O. Box 187
 Germantown NY 12526

** indicates a required field.***Section 1. ORGANIZATION INFORMATION****1. Date: ***

05/24/2021

2. Legal Name of Submitting Organization **If you are a lobbyist or submitting on behalf of an organization, please list the organization the request is being made on behalf of.*

City of Newburgh, NY

Address of Submitting Organization (No PO Boxes)*If you are a lobbyist or submitting on behalf of an organization, please provide the mailing address for the organization the request is being made on behalf of.***3. Address Line 1 ***

83 Broadway

4. Address Line 2*No answer.***5. City ***

Newburgh

6. State *

NY

7. Zip Code *

12550

8. County in New York State *

Orange

9. Website Address *<https://www.cityofnewburgh-ny.gov/>**10. Has the Requesting Organization Ever Received Congressionally Directed Spending? ***

Yes

11. Did Senator Schumer Help Secure Congressionally Directed Spending for the Requesting Organization? *

Yes

12. Is the requesting organization a for-profit entity? *

No

12.1 For-profits are NOT eligible for Congressionally Directed Spending.

13. What Type of Entity is Your Organization? *

Local Government

14. Non-Profit EIN

Employer Identification Number is required for non-profits.

No answer.

Section 2. PROJECT PROPOSAL

1. Project Title *

North Interceptor Sewer Project

2. Project Description *

Please limit this section to one or two sentences on specifically what the requested funds will be used for. A project narrative may be provided at the end of this form.

The project involves the reconstruction and realignment of the North Interceptor Sewer. It also involves the repaving of the roadways along the project's corridor. The site area encompasses the east side of the City from Nicoll Street to the south end of the City along Water Street. It runs along the waterfront and is the single most critical piece of municipal infrastructure that requires remediation, to advance the city's redevelopment.

3. Is This Project A Funding Request Or A Language Request *

Funding

4. If This is a Language Request, Enter Your Suggested Language Here

Leave blank if you are requesting funding.

No answer.

5. If Funding, Provide Amount of FY22 Funding Being Requested *

Dollar Amount

12800000

6. What Is The Minimum Dollar Amount Needed To Begin or Sustain This Project? *

(In The Event The Committee Cannot Provide The Full Amount Requested.)

Dollar Amount

10000000

7. Which Appropriation Bill Does This Request Fall Under? *

If you do not know, select "unknown" from the dropdown menu and a member of staff will choose the bill and account for you.

Interior, Environment, and Related Agencies (Interior)

8. Which Account Does This Request Fall Under? *

If you do not know, select "unknown" from the dropdown menu and a member of staff will choose the account for you.

Interior - EPA, State and Tribal Assistance Grants, Water and Wastewater Infrastructure

9. Please Explain In Two or Three Sentences Why Funding This Project Would Be In The Interest Of the Taxpayer. *

Please note that if your project is submitted to the committee for consideration, this text will be displayed on Senator Schumer's website as required by the Senate Appropriations Committee.

The City of Newburgh suffers to this day from an overzealous Urban Renewal strategy in the 1960's. The North Interceptor Sewer area is in the center of this devastated heart of the City. The key to Newburgh's sustainable revitalization is the commercial/residential revitalization of this area. The most critical improvement the City can make toward mixed-use development is to resolve combined sewer issues, while providing increased waste water collection capacity.

10. Description Of Project's Importance to New York *

The greatest importance to NY State is the project's environmental benefits and contributions to the sustainability of the Hudson River Estuary. Decreased combined sewer overflows to the Hudson River will bring the City in compliance with the City's Long Term CSO Control Plan Consent Order.

11. Description Of Benefit To The Local Community *

Combined Sewer Overflow and collections system capacity improvements will ensure the viability of mixed-use revitalization efforts for this critical area in Newburgh's City core. This includes substantial areas of vacant land between Colden St. and Water St.

Repaving will provide greater vehicular access to this underserved area and will support improvements to the City's waterfront as well as public access to the Hudson River.

There will also be a decrease in required sewer maintenance costs for this difficult area. This project reduces problematic sewer service interruptions for the Ferry Crossing Condominium Complex.

12. Priority Ranking of Project Proposal *

If multiple proposals are being submitted, please rank the proposal below.

If only one proposal is being submitted, please enter 1.

1

13. If This Is A Construction Project, Has Work Begun? *

No

14. What Is The Total Cost Of The Project You Are Requesting Funds For? *

Dollar Amount

16000000

15. Has The Requesting Organization Received Non-Federal Funding For This Project *

If yes, provide source and amount below.

Yes

15.1 Source 1

NYS Environmental Facilities Clean Water State Revolving Fund subsidized (no-interest) financing.

15.2 Amount

Dollar Amount

16000000

15.3 Source 2

No answer.

15.4 Amount

Dollar Amount

No answer.

15.5 Source 3

No answer.

15.6 Amount

Dollar Amount

No answer.

16. Has The Requesting Organization Applied For Or Does It Intend To Apply For Any Non-Federal Funding For This Project *

If yes, provide source and amount below.

Yes

16.1 Source 1

NY State Water Infrastructure Improvement Act funding.

16.2 Amount

Dollar Amount

2500000

16.3 Source 2*No answer.***16.4 Amount**

Dollar Amount

*No answer.***16.5 Source 3***No answer.***16.6 Amount**

Dollar Amount

*No answer.***17. Has the Requesting Organization Received Federal Funding For This Project ***

If Yes, Provide Source and Amount Below

No

17.1 Source 1*No answer.***17.2 Amount**

Dollar Amount

*No answer.***17.3 Source 2***No answer.***17.4 Amount**

Dollar Amount

*No answer.***17.5 Source 3***No answer.***17.6 Amount**

Dollar Amount

*No answer.***18. Did This Project Receive Funding From The Federal Government In FY21? ***

No

18.1 What was the FY21 Funding Level

Dollar Amount

*No answer.***19. Is This Project In The President's FY22 Budget? ****No answer.*

19.1 If Yes, Provide The Funding Level Included in the President's FY22 Budget

Dollar Amount

*No answer.***20. Was This Project Proposal Submitted To Other Members of the New York Delegation? ***

Yes

20.1 If Yes, Which Member Of The House Of Representatives Is (Are) Also Making This Request?*Select Senator and/or Representative name from the list below and in the space provided list the Senator and/or Representative Name, Lead Staffer and the Staff Phone Number. Do NOT select "Check all."*

Gillibrand, Kirsten E. (Senate), Maloney, Sean Patrick (NY-18),

20.2 Representative Name

Hon. Sean Patrick Maloney

20.3 Lead Staffer Name

Ernest Klepeis

20.4 Staff Phone Number

845-561-1259

20.5 Representative Name

Hon. Kirsten Gillibrand

20.6 Lead Staffer Name

Lisa Hofflich

20.7 Staff Phone Number

845-875-4585

20.8 Representative Name*No answer.***20.9 Lead Staffer Name***No answer.***20.10 Staff Phone Number***No answer.***Section 3. FUNDING HISTORY****1. Has Your Organization Previously Received Federal Funding (Including For The Project Being Requested Here)? ***

If Yes, Provide The Information Requested Below

Yes

1.1 Name of Project Listed in Bill

Liberty St. and Clinton St. Rehabilitation

1.2 Amount of Funding Received

Dollar Amount

1585538

1.3 Bill Funding Was Included In

Federal Transportation Bill, 2011

1.4 Member Of Congress (Senator Or Representative) Who Secured Funding

Hon. Maurice Hinchey

2. Has Your Organization Previously Received Federal Grant Funding (Including For the Project Being Requested Here)? *

No

2.1 Name of Grant Program*No answer.***2.2 Amount of Grant Funding Received***No answer.***3. Has the Requesting Organization Failed to Adequately Manage Or Execute A Prior Federal Funding Award (including For The Project Being Requested Here)? ***

No

3.1 If Yes, Explain Below*No answer.*

Section 4. CONTACT INFORMATION

Head Of Organization/Department/Agency*Who may the Senator Contact?***1. Name ***

Todd Venning

2. Title *

City Manager, City of Newburgh

3. Address Line 1 *

83 Broadway

4. Address Line 2*No answer.***5. City ***

Newburgh

6. State *

NY

7. Zip Code *

12550

8. Phone *

845-569-7300

9. E-mail *

tvenning@cityofnewburgh-ny.gov

Staff Contact At Organization/Department/Agency*Who on your staff is familiar with this project?***10.Name ***

Jason Morris

11.Title *

City Engineer

12.Address Line 1 *

83 Broadway

13.Address Line 2*No answer.***14.City ***

Newburgh

15.State *

NY

16.Zip Code *

12550

17.Phone *

845-569-7448

18.E-mail *

jmorris@cityofnewburgh-ny.gov

Government Affairs Representative For The Organization/Department/Agency*(If Applicable)***19.Name**

Victor Cornelius

20.Title

Development Consultant, Endeavor Municipal Development

21.Address Line 1

P.O. Box 187

22.Address Line 2*No answer.***23.City**

Germantown

24.State

NY

25.Zip Code

12526

26.Phone

518-334-2710

27.E-mail

victorcornelius@aol.com

Section 5. PROJECT ABSTRACT

1. Please Use The Space Provided To Describe Your Project In Greater Detail *

Project Description: The North Interceptor Sewer Project involves the reconstruction and realignment of the North Interceptor Sewer in the City of Newburgh, NY. It also engages the repaving of the roadways along the project's corridor. The project site involves the entire east side of the City from Nicoll Street to the south end of the City along Water Street and the City's riverfront.

Economic Benefit: Combined Sewer Outflow (CSO) and capacity improvements will ensure the viability of mixed-use revitalization efforts for this critical area in Newburgh's City core. This revitalization effort also includes improving vacant land between Colden St. and Water St. in anticipation of its mixed-use redevelopment. There will also be a decrease in required sewer maintenance costs for this difficult area, which has suffered greatly from the long-term impacts of Urban Renewal plans in the 1960's. This project reduces problematic sewer service interruptions for the Hudson River Ferry Crossing Condominium Complex. Repaving will provide greater vehicular access to this underserved area and will support improvements to the City's waterfront as well as public access to the Hudson River.

Environmental Benefits and Sustainability: The environmental benefits of the project are substantial. Measurably decreased combined sewer overflows to the Hudson River Estuary will bring the City in compliance with the its Long Term CSO Control Plan Consent Order, an enforcement of the Clean Water Act. It is a major component in the improvement of the Hudson River as a drinking water resource for many communities in the Hudson Valley.

The project is currently in final design. Jason Morris, as City Engineer of the City of Newburgh, will provide project oversight. Arcadis Engineering will provide design and construction supervision. Construction is slated to begin on 4/4/22 and continue to 4/2/24. Its successful completion will be determined by the achievement of a Certification of Compliance issued by the City of Newburgh to the New York State Department of Environmental Conservation once construction is finished in accordance with the approved plans and verified Arcadis Engineering.

From: [Morris, Jason](#)
To: [Reilly, Helen](#)
Cc: [Garrison, Elizabeth](#)
Subject: RE: Items for Novus
Date: Tuesday, June 01, 2021 2:17:36 PM

Helen,

See my comments below for reach respective application:

1. **Lake Street (Route 32) Bridge Earmark Application:** The matching funds are to be derived from A.1918.0400 and from the OCTC TIP Reserve Fund A.0000.0882.0000. The current required match for this earmark funding is unknown. We cannot construct the project without this earmark funding so I advise that we proceed. If a match is required, it will need to be funded through the OCTC TIP Reserve Fund which is available but may need to be replenished in next year's budget cycle, or through ARP funds.
2. **North Interceptor Sewer Earmark Application:** This earmark request will most likely be administered through NYSEFC in the form of a grant/loan combination similar to the current funding the City is using to design and construct various LTCP related projects. If the earmark funding is awarded in this fashion, NYSEFC would issue a grant award along with a 0% or low interest loan to the City for the remaining amount not covered by the grant award. Once awarded, the City Council would pass a bond authorization resolution and the financing process would be initiated through NYSEFC similar to past projects. So essentially, the matching fund amount is issued in the form of a loan held by NYSEFC. I recommend proceeding with a "apply for and accept if awarded" type of language in the resolution because we will need to sign documents to get the financing process started and the City Council will then have to consider and pass a bond authorization resolution for the project.

Jason C. Morris, PE
City Engineer
83 Broadway
Newburgh, New York 12550
Phone: (845) 569-7448
Fax: (845) 569-7349
jmorris@cityofnewburgh-ny.gov

From: Reilly, Helen
Sent: Tuesday, June 01, 2021 1:10 PM
To: Morris, Jason <JMorris@cityofnewburgh-ny.gov>
Cc: Garrison, Elizabeth <EGarrison@cityofnewburgh-ny.gov>
Subject: Items for Novus

Jason,

Please see attached grant applications with Michelle's notes on the 3rd page. Please let me know how to proceed.

Thanks,

Helen

Helen Reilly

Grants Administrator

City of Newburgh

83 Broadway

Newburgh, NY 12550

(845) 569-7321

RESOLUTION NO.: 149 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED HIGHWAY INFRASTRUCTURE PROGRAMS FOR HIGHWAY CAPITAL
PROJECTS FUNDING IN THE AMOUNT OF \$1,750,000.00
WITH A \$1,000,000.00 MATCH
FOR THE REHABILITATION OF THE LAKE STREET BRIDGE**

WHEREAS, the City of Newburgh Engineering Department has advised that funding is available through the Highway Infrastructure Programs for Highway Capital Projects to support the completion of the Lake Street Bridge Rehabilitation Project; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a funding in the amount of \$1,750,000.00 with a possible match in the amount of \$1,000,000.00 to be derived from A.1918.0400 and the OCTC TIP Reserve Fund; and

WHEREAS, this Council has determined that applying for and accepting the funding 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 Highway Infrastructure Programs for Highway Capital Projects funding in the amount of \$1,750,000.00 with a potential match of \$1,000,000.00; and that the City Manager is 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 program 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: Completion of the Rehabilitation of Lake St. Bridge (State Route 32)	NAME OF DEPARTMENT REQUESTING GRANT: Engineering	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Jason Morris/Victor Cornelius
NAME OF GRANT/NAME OF AWARING AGENCY: THUD - Highway Infrastructure Programs (HIP) for Highway Capital Projects	GRANT SUBMITTAL DATE: 5/26/21	AMOUNT OF AWARD: \$1,750,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) \$1,000,000	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$1,000,000- this includes a \$950k Bridge NY grant with a \$50k match that we have available	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project: see attached project request form Key Stakeholders: Project Timeline: (ex. Dates)		



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO: YES

COMMENTS:

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 YES

Acting
CITY COMPTROLLER
SIGNATURE: _____

[Signature]

DATE: _____

5/26/21

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

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL



City of Newburgh

GRANT APPLICATION FORM

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

6/10/21 W.S

~~6/10/21~~ Council

apply + accept if confident
of match source -
let me know

**Schumer Congressionally Directed Spending Request Form** (City of Newburgh Lake St.

Bridge Replacement)

Name & Contact Info

Victor Cornelius
 Mobile: 518-334-2710
 Work: 518-697-0437
 victorcornelius@aol.com

Mailing Address

P. O. Box 187
 Germantown NY 12526

Permanent Address

P. O. Box 187
 Germantown NY 12526

* indicates a required field.

Section 1. ORGANIZATION INFORMATION**1. Date: ***

05/24/2021

2. Legal Name of Submitting Organization **If you are a lobbyist or submitting on behalf of an organization, please list the organization the request is being made on behalf of.*

The City of Newburgh, New York

Address of Submitting Organization (No PO Boxes)*If you are a lobbyist or submitting on behalf of an organization, please provide the mailing address for the organization the request is being made on behalf of.***3. Address Line 1 ***

83 Broadway

4. Address Line 2

No answer.

5. City *

Newburgh

6. State *

NY

7. Zip Code *

12550

8. County in New York State *

Orange

9. Website Address *

cityofnewburgh-ny.gov

10. Has the Requesting Organization Ever Received Congressionally Directed Spending? *

Yes

11. Did Senator Schumer Help Secure Congressionally Directed Spending for the Requesting Organization? *

Yes

12. Is the requesting organization a for-profit entity? *

No

12.1 For-profits are NOT eligible for Congressionally Directed Spending.

13. What Type of Entity is Your Organization? *

Local Government

14. Non-Profit EIN

Employer Identification Number is required for non-profits.

No answer.

Section 2. PROJECT PROPOSAL**1. Project Title ***

Completion of the Rehabilitation of Lake St. Bridge (State Route 32)

2. Project Description *

Please limit this section to one or two sentences on specifically what the requested funds will be used for. A project narrative may be provided at the end of this form.

The rehabilitation of the structurally deficient Lake St. Bridge is critical to stabilizing both commercial and passenger vehicular traffic along an important portion of State Route 32 in the City of Newburgh. Commercially, Route 32 is the official truck route from nearby New Windsor, through this dense 19th century city, and up into the Town of Newburgh. Of particular concern is the provision of vehicular access, by public bus transportation, to hundreds of aged residents of local Section 8 housing complexes immediately adjacent to the bridge.

3. Is This Project A Funding Request Or A Language Request *

Funding

4. If This is a Language Request, Enter Your Suggested Language Here

Leave blank if you are requesting funding.

No answer.

5. If Funding, Provide Amount of FY22 Funding Being Requested *

Dollar Amount

1750000

6. What Is The Minimum Dollar Amount Needed To Begin or Sustain This Project? *

(In The Event The Committee Cannot Provide The Full Amount Requested.)

Dollar Amount

1000000

7. Which Appropriation Bill Does This Request Fall Under? *

If you do not know, select "unknown" from the dropdown menu and a member of staff will choose the bill and account for you.

Transportation, Housing and Urban Development, and Related Agencies (THUD)

8. Which Account Does This Request Fall Under? *

If you do not know, select "unknown" from the dropdown menu and a member of staff will choose the account for you.

THUD - Highway Infrastructure Programs (HIP) for Highway Capital Projects

9. Please Explain In Two or Three Sentences Why Funding This Project Would Be In The Interest Of the Taxpayer. *

Please note that if your project is submitted to the committee for consideration, this text will be displayed on Senator Schumer's website as required by the Senate Appropriations Committee.

The rehabilitation of this critical piece of transportation infrastructure is vital to both the commercial and residential health of the City of Newburgh. The City's efforts at revitalization are based upon the encouragement of the supporting local economy; the marketing of regional agriculture, tourism and the improvement of the City's dense affordable housing stock are key elements in the City's redevelopment. The Lake St. Bridge, targeted by the New York State Department of Transportation for rehabilitation, is an important vehicular transportation element to all three intertwined areas of local and regional planning.

10. Description Of Project's Importance to New York *

New York State's embrace of Smart Growth principles has inspired the State, the County and the City to structure their revitalization planning around the enhancement of regional commerce. The support of access to road, rail and river of local farm commodities invites Newburgh to resume its 19th century 'market city' role. The City's extraordinary architectural heritage is making the city a destination by New Yorkers from communities within a day's drive. And, as the City faces a gentrification process, preservation and enhancement of affordable housing for ageing New Yorkers seeking a dense, walkable community well-served by public transportation is an increasing priority.

11. Description Of Benefit To The Local Community *

The revitalization of Newburgh, largely built on the City's architectural heritage, requires the rehabilitation of failing transportation infrastructure, particularly in an environment as residentially and commercially dense. Improvements that create safety and ease of access for tourism and regional commerce are singularly good investments that last several generations and serve local populations well.

12. Priority Ranking of Project Proposal *

If multiple proposals are being submitted, please rank the proposal below.

If only one proposal is being submitted, please enter 1.

2

13. If This Is A Construction Project, Has Work Begun? *

No

14. What Is The Total Cost Of The Project You Are Requesting Funds For? *

Dollar Amount

2750000

15. Has The Requesting Organization Received Non-Federal Funding For This Project *

If yes, provide source and amount below.

No

15.1 Source 1

No answer.

15.2 Amount

Dollar Amount

No answer.

15.3 Source 2

No answer.

15.4 Amount

Dollar Amount

No answer.

15.5 Source 3

No answer.

15.6 Amount

Dollar Amount

No answer.

16. Has The Requesting Organization Applied For Or Does It Intend To Apply For Any Non-Federal Funding For This Project *

If yes, provide source and amount below.

Yes

16.1 Source 1

BridgeNY funding- the project has a \$950,000 grant commitment for these funds.

16.2 Amount

Dollar Amount

950000

16.3 Source 2*No answer.***16.4 Amount**

Dollar Amount

*No answer.***16.5 Source 3***No answer.***16.6 Amount**

Dollar Amount

*No answer.***17. Has the Requesting Organization Received Federal Funding For This Project ***

If Yes, Provide Source and Amount Below

No

17.1 Source 1*No answer.***17.2 Amount**

Dollar Amount

*No answer.***17.3 Source 2***No answer.***17.4 Amount**

Dollar Amount

*No answer.***17.5 Source 3***No answer.***17.6 Amount**

Dollar Amount

*No answer.***18. Did This Project Receive Funding From The Federal Government In FY21? ***

No

18.1 What was the FY21 Funding Level

Dollar Amount

*No answer.***19. Is This Project In The President's FY22 Budget? ***

No

19.1 If Yes, Provide The Funding Level Included in the President's FY22 Budget

Dollar Amount

*No answer.***20. Was This Project Proposal Submitted To Other Members of the New York Delegation? ***

Yes

20.1 If Yes, Which Member Of The House Of Representatives Is (Are) Also Making This Request?*Select Senator and/or Representative name from the list below and in the space provided list the Senator and/or Representative Name, Lead Staffer and the Staff Phone Number. Do NOT select "Check all."*

Gillibrand, Kirsten E. (Senate), Maloney, Sean Patrick (NY-18),

20.2 Representative Name

Hon. Sean Patrick Maloney

20.3 Lead Staffer Name

Ernest Klepeis

20.4 Staff Phone Number

845-561-1259

20.5 Representative Name

Hon. Kirsten Gillibrand

20.6 Lead Staffer Name

Lisa Hofflich

20.7 Staff Phone Number

845-875-4585

20.8 Representative Name*No answer.***20.9 Lead Staffer Name***No answer.***20.10 Staff Phone Number***No answer.***Section 3. FUNDING HISTORY****1. Has Your Organization Previously Received Federal Funding (Including For The Project Being Requested Here)? ***

If Yes, Provide The Information Requested Below

Yes

1.1 Name of Project Listed in Bill

Liberty St. and Clinton St. Rehabilitation Project

1.2 Amount of Funding Received

Dollar Amount

1586000

1.3 Bill Funding Was Included In

2011

1.4 Member Of Congress (Senator Or Representative) Who Secured Funding

Maurice Hinchey

2. Has Your Organization Previously Received Federal Grant Funding (Including For the Project Being Requested Here)? *

No

2.1 Name of Grant Program*No answer.***2.2 Amount of Grant Funding Received***No answer.***3. Has the Requesting Organization Failed to Adequately Manage Or Execute A Prior Federal Funding Award (including For The Project Being Requested Here)? ***

No

3.1 If Yes, Explain Below*No answer.***Section 4. CONTACT INFORMATION****Head Of Organization/Department/Agency***Who may the Senator Contact?***1. Name ***

Todd Venning

2. Title *

City Manager, City of Newburgh, NY

3. Address Line 1 *

83 Broadway

4. Address Line 2*No answer.***5. City ***

Newburgh

6. State *

NY

7. Zip Code *

12550

8. Phone *

845-569-7300

9. E-mail *

tvenning@cityofnewburgh-ny.gov

Staff Contact At Organization/Department/Agency

Who on your staff is familiar with this project?

10.Name *

Jason Morris

11.Title *

City Engineer, City of Newburgh

12.Address Line 1 *

83 Broadway

13.Address Line 2

No answer.

14.City *

Newburgh

15.State *

NY

16.Zip Code *

12550

17.Phone *

845-569-7448

18.E-mail *

jmorris@cityofnewburgh-ny.gov

Government Affairs Representative For The Organization/Department/Agency

(If Applicable)

19.Name

Victor Cornelius

20.Title

Grant Writer, Endeavor Municipal Development, Inc.

21.Address Line 1

P. O. Box 187

22.Address Line 2

No answer.

23.City

Germantown

24.State

NY

25.Zip Code

12526

26.Phone

518-334-2710

27.E-mail

victorcornelius@aol.com

Section 5. PROJECT ABSTRACT

1. Please Use The Space Provided To Describe Your Project In Greater Detail *

The project will complete a multi-year commitment of city and state funds for the Lake St. Bridge project, a critical commercial thoroughfare that is a part of New York State's surface transportation network in Orange County.

The bridge replacement project is vital to stabilizing both commercial and passenger vehicular traffic along a critical portion of State Route 32 in the City of Newburgh. Of particular concern is the provision of vehicular access, by public bus transportation, to hundreds of aged residents of local Section 8 housing complexes immediately adjacent to the bridge. Route 32/Lake Street is also the official truck route from New Windsor, through the City and up into the Town of Newburgh. It's replacement is both a commercial and safety issue, and is key to the revitalization efforts currently engaging the historic city, a twenty-first century environmental justice community.

Listed on the NYS Department of Transportation's STIP, the project has already received extensive discussion in public hearings conducted in the context of City of Newburgh City Council Workshops and City Council Meetings, as required by the nature of the project.

From: [Morris, Jason](#)
To: [Reilly, Helen](#)
Cc: [Garrison, Elizabeth](#)
Subject: RE: Items for Novus
Date: Tuesday, June 01, 2021 2:17:36 PM

Helen,

See my comments below for reach respective application:

1. **Lake Street (Route 32) Bridge Earmark Application:** The matching funds are to be derived from A.1918.0400 and from the OCTC TIP Reserve Fund A.0000.0882.0000. The current required match for this earmark funding is unknown. We cannot construct the project without this earmark funding so I advise that we proceed. If a match is required, it will need to be funded through the OCTC TIP Reserve Fund which is available but may need to be replenished in next year's budget cycle, or through ARP funds.
2. **North Interceptor Sewer Earmark Application:** This earmark request will most likely be administered through NYSEFC in the form of a grant/loan combination similar to the current funding the City is using to design and construct various LTCP related projects. If the earmark funding is awarded in this fashion, NYSEFC would issue a grant award along with a 0% or low interest loan to the City for the remaining amount not covered by the grant award. Once awarded, the City Council would pass a bond authorization resolution and the financing process would be initiated through NYSEFC similar to past projects. So essentially, the matching fund amount is issued in the form of a loan held by NYSEFC. I recommend proceeding with a "apply for and accept if awarded" type of language in the resolution because we will need to sign documents to get the financing process started and the City Council will then have to consider and pass a bond authorization resolution for the project.

Jason C. Morris, PE
City Engineer
83 Broadway
Newburgh, New York 12550
Phone: (845) 569-7448
Fax: (845) 569-7349
jmorris@cityofnewburgh-ny.gov

From: Reilly, Helen
Sent: Tuesday, June 01, 2021 1:10 PM
To: Morris, Jason <JMorris@cityofnewburgh-ny.gov>
Cc: Garrison, Elizabeth <EGarrison@cityofnewburgh-ny.gov>
Subject: Items for Novus

Jason,

Please see attached grant applications with Michelle's notes on the 3rd page. Please let me know how to proceed.

Thanks,

Helen

Helen Reilly

Grants Administrator

City of Newburgh

83 Broadway

Newburgh, NY 12550

(845) 569-7321

RESOLUTION NO.: 150 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE
COUNTY OF ORANGE AS PART OF THE FY 2018 STATE LAW ENFORCEMENT
TERRORISM PREVENTION PROGRAM, DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY SERVICES TO PROVIDE THE NEWBURGH POLICE
DEPARTMENT WITH TEN (10) MOBILE DATA TERMINALS AND PERIPHERALS**

WHEREAS, the City of Newburgh wishes to enter into an Inter-Municipal Agreement with the County of Orange as part of the FY 2018 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services (DHSES) Project OC LE18-1048-D03; and

WHEREAS, the County will be purchasing and assigning to the City of Newburgh Police Department ten (10) mobile data terminals and peripherals, with a maximum expenditure of \$40,000.00 and a match of in-kind services; and

WHEREAS, the funding will cover the period of September 1, 2018 and through June 30, 2022; and

WHEREAS, this Council has reviewed the attached Inter-Municipal Agreement and determined it to be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to execute the attached Inter-Municipal Agreement between the County of Orange and the City of Newburgh as part of the FY 2018 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: NYS Dept of Homeland Security & Emergency Services	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Lt. Kevin Lahar OIC
NAME OF GRANT/NAME OF AWARDING AGENCY: Orange County LE18-1048-D03	GRANT SUBMITTAL DATE: 9/1/2018	AMOUNT OF AWARD: \$40,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) NO	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: NONE	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: The City is responsible for maintenance of the "Equipment"

PROJECT PLAN: Orange County and the Dept. of Homeland Security and Emergency Services is purchasing and assigning to the City of Newburgh Ten (10) mobile data terminals and peripherals as well as the mounting and installation of equipment with a maximum expenditure of \$40,000.00

Scope of Project:

Project Timeline: (ex. Dates) Funding will cover the period of September 1, 2018 through September 30, 2022.

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

N/A

Page 1 of 3



City of Newburgh

GRANT APPLICATION FORM

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:	<i>Acting</i>
DATE:	6/1/2021
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:	
DATE:	6/1/2021



City of Newburgh

GRANT APPLICATION FORM

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

6/10/21 work session
6/14/21 Council Meeting

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C972382 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Orange County County Government Center 225 Main Street Goshen, NY 10924	TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS: WM18972382
FEDERAL TAX IDENTIFICATION NO: 14-6002567 MUNICIPALITY NO: (if applicable) 330100000 000 SFS VENDER NO: 1000002432 DUN & BRADSTREET NO: 012981593	INITIAL CONTRACT PERIOD: FROM 09/01/2018 TO 06/30/2022 FUNDING AMOUNT FOR INITIAL PERIOD: \$225,085.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>n/a</u> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ☐ APPENDIX A Standard Clauses required by the Attorney General for all State contracts ☒ APPENDIX A1 Agency-specific Clauses ☒ APPENDIX B Budget ☒ APPENDIX C Payment and Reporting Schedule ☒ APPENDIX D Program Workplan and Special Conditions ☒ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ☐ DHSES-55 Budget Amendment/Grant Extension Request ☐ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: Eric Abramson , Acting Director of Grants Program Administration Date: <u>05/18/2021</u> State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Steven M. Neuhaus , County Executive Date: <u>05/18/2021</u>	
ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	COMPTROLLER'S SIGNATURE Title: _____ Date: _____

Award Contract

Project No.

LE18-1048-D03

Grantee Name

Orange County

05/27/2021

Award Contract

Project No.

LE18-1048-D03

Grantee Name

Orange County

05/27/2021

Award Contract**Project No.**

LE18-1048-D03

Grantee Name

Orange County

05/27/2021

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS**I. GENERAL TERMS AND CONDITIONS**

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1¹

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in

the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

O. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

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

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

R. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.²

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the

Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. **Non-Responsibility:** In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. **Convenience:** The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. **Lack of Funds:** If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. **Force Majeure:** The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a. **Service of notice:** Written notice of termination shall be sent by:

- i. personal messenger service; or
- ii. certified mail, return receipt requested and first class mail.

b. **Effective date of termination:** The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

- i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

- a. the repayment to the State of any monies previously paid to the Contractor; or
- b. the return of any real property or equipment purchased under the terms of the Contract; or
- c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the

advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:³ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld

funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall

comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
 - c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.
 - e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
 - a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales

records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G) (2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

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

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

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

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

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

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

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a. to require updates or clarifications to the Questionnaire upon written request;
- b. to inquire about information included in or required information omitted from the Questionnaire;
- c. to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and

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

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE

participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

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

a. The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

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

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement.

Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

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

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make

required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with

all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the

Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

- a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding

agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

VER 07/15

Certified by - Steven Neuhaus on 10/23/2018

Award Contract**Project No.**

LE18-1048-D03

Grantee Name

Orange County

05/27/2021

Budget Summary by Participant

Orange County

Orange County Sheriffs Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime and/or Backfill for Active Shooter Training	1	\$8,600.00	\$8,600.00	\$8,600.00	\$0.00
Total				\$8,600.00	\$8,600.00	\$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Training Equipment (EHP Approved 07/24/19)	14SW-01-VIDA	1	\$36,841.20	\$36,841.20	\$36,841.20	\$0.00
2	Portable Radio Batteries	06	1	\$10,820.40	\$10,820.40	\$10,820.40	\$0.00
3	Mobile Data Terminals and Accessories	04HW-01-MOBL	1	\$122,174.40	\$122,174.40	\$122,174.40	\$0.00
4	First Aid/Medical Kits	09	1	\$1,400.00	\$1,400.00	\$1,400.00	\$0.00
5	ATV/UTV and accessories	12VE-00	1	\$45,249.00	\$45,249.00	\$45,249.00	\$0.00
Total					\$216,485.00	\$216,485.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$225,085.00	\$225,085.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$225,085.00	\$225,085.00	\$0.00

Award Contract**Project No.**

LE18-1048-D03

Grantee Name

Orange County

05/27/2021

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 07/2015

Certified by - Steven Neuhaus on 10/23/2018

Award Contract**Project No.**

LE18-1048-D03

Grantee Name

Orange County

05/27/2021

Work Plan**Goal**

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

NYS Critical Capability

Primary - Law Enforcement Counter-Terrorism Operations

Adopt and implement law enforcement information technology systems that build law enforcement counter-terrorism capabilities.

Task #1 for Objective #1

Purchase allowable mobile data terminal equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced intelligence information gathering capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #2

G & T Workplan Code - 06. Establish/enhance sustainable homeland security training program.

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

NYS Critical Capability

Primary - Planning

The development and implementation of a training program, in order to test capabilities and evaluate gaps.

Task #1 for Objective #2

Conduct assessment to identify training needs related to homeland security initiatives. Provide authorized training to first responders.

Performance Measure

1 Training conducted. Provide brief narrative on type of training conducted to include at a minimum the number of personnel trained, the disciplines being trained and the jurisdictions included in the training; roster of attendees maintained on file. Describe how the project enhanced the response capabilities in the jurisdiction.

Objective #3

G & T Workplan Code - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

NYS Critical Capability

Primary - Law Enforcement Counter-Terrorism Operations

The development, sustainment and/or enhancement of law enforcement teams to respond to all hazards events.

Task #1 for Objective #3

Purchase allowable ATV/UTV and accessories. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

- 1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced law enforcement response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Award Contract**Project No.**

LE18-1048-D03

Grantee Name

Orange County

05/27/2021

Amendment certified on - 05/18/2021

Amendment Type - Reallocation / Extension

Contract Start Date - 09/01/2018

Contract End Date - 06/30/2022

Contract Amount - \$225,085.00

This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Prior Contract Terms

Contract Start Date - 09/01/2018

Contract End Date - 08/31/2021

Contract Amount - \$225,085.00

Amendment certified on - 05/11/2020

Amendment Type - Reallocation/Workplan

Contract Start Date - 09/01/2018

Contract End Date - 08/31/2021

Contract Amount - \$225,085.00

This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Prior Contract Terms

Contract Start Date - 09/01/2018

Contract End Date - 08/31/2021

Contract Amount - \$225,085.00

Prior Contract Terms

Contract Start Date - 09/01/2018

Contract End Date - 08/31/2021

Contract Amount - \$225,085.00

APPENDIX X

AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01077

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES), and represents an amendment to the grant contract executed between DHSES and the Grantee Agency indicated in the E-Grants Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DHSES and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DHSES and the Grantee Agency.

All Certified Assurances for federal programs, and DHSES Contract Appendices are also available online for download at <http://www.dhSES.ny.gov/grants/>

Certified by - Steven Neuhaus on 05/18/2021

Award Contract**Project No.**

LE18-1048-D03

Grantee Name

Orange County

05/27/2021

Special Conditions**I. ALL GRANT FUNDS:**

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at <http://www.fema.gov/grants>
2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at <http://www.dhses.ny.gov/planning/#strat>.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.fema.gov/authorized-equipment-list>).
2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at:
<http://www.dhses.ny.gov/grants/eph.cfm>.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient ; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.



INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into this **July 1st, 2021**, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York 10924 (hereinafter “the COUNTY”), and the **City of Newburgh**, of the State of New York, with its principal offices at, **83 Broadway, City Hall Newburgh, NY 12550** New York (hereinafter “the MUNICIPALITY”).

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY administers Federal and State Homeland Security funds under the implementing authority of the Sheriff of Orange County, an independent elected official, pursuant to the laws, rules and regulations of the State of New York. The MUNICIPALITY has no such comparable department or function.

The COUNTY and the MUNICIPALITY wish to cooperate in the management, updating, and implementation of the New York State Department of Homeland Security and Emergency Services’ Strategy. To facilitate the Goal of expanding our regional capability to respond to a terrorist or all-hazard event, enhancing counter-terrorism investigative and law enforcement capability, upgrading intelligence analysis and production levels, protecting critical infra-structure and to prevent or protect against a chemical, biological, radiological, nuclear or explosive (“CBRNE”) event, the COUNTY has applied for and been granted funding from the Federal Department of Homeland Security, administered by the New York State Department of Homeland Security and Emergency Services (“DHSES”) entitled: **FY 2018 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services (DHSES) Project # LE18-1048-D03. Period of Performance is from September 1, 2018, through June 30, 2022.**

The grant award information sheet is provided in the grant agreement between DHSES and the County, a copy of which is annexed hereto in Schedule “A”.

It is the intention of the COUNTY, in order to carry out the goals of the program, to purchase and assign to the MUNICIPALITY **Ten (10) Mobile Data Terminals and peripherals** (hereinafter “Equipment”) as well as the

mounting and installation of equipment. The expenditure of these funds, the use of the Equipment, and activity of the parties relating to such Equipment, shall be in full compliance with the terms and conditions of this Inter-Municipal Agreement (hereinafter “IMA”), and such terms as set forth under the grant agreement between the COUNTY and the DHSES, which provided the underlying funding to the COUNTY. (Schedule “A”).

ARTICLE 2. ADDITIONAL TERMS OF AGREEMENT

The MUNICIPALITY agrees to receive and utilize the Equipment pursuant to the terms of this IMA. The MUNICIPALITY agrees to carry out the designated and intended purpose(s) of the Equipment. The MUNICIPALITY agrees and understands that said Equipment shall be made available for use regionally by law enforcement for as long as the Equipment is serviceable and in its possession at the time of the request. The MUNICIPALITY shall not dispose of Equipment without written permission from the COUNTY, who may ask that the Equipment be returned to the COUNTY for disposal. The MUNICIPALITY shall, at its own cost and expense, have the Equipment maintained, serviced and repaired (as necessary).

The MUNICIPALITY shall, upon receiving due notice from the COUNTY, have the Equipment (and all associated records, including, but not limited to, all books and documents relevant to the care, maintenance and upkeep of the Equipment) available for a physical inspection and/or audit. For purposes of the Article, due notice shall mean a period of time not to exceed five (5) business days.

The MUNICIPALITY shall provide such information and/or supporting documentation requested by the COUNTY to assist the COUNTY in obtaining

reimbursement for the costs incurred in purchasing the Equipment.

The MUNICIPALITY shall comply with all terms and conditions in the grant agreement entered into by the COUNTY and the DHSES (Schedule "A"), including such terms and conditions imposing an obligation and/or restriction on the COUNTY. This includes, but is not limited to, Appendix A, Appendix A-I, Appendix C, and any statute, regulation, or guidance document referenced therein.

ARTICLE 3. PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the Equipment from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Equipment herein provided. The MUNICIPALITY further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) is required by the Orange County

Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this Agreement, or (2) submits such a Disclosure form and (a) discloses his/her interest in this Agreement, or (b) seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover the Equipment. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest or obligations under this Agreement, or enter into a sub-contract relating to the Equipment to be purchased under this Agreement, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

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

ARTICLE 7. RETENTION OF RECORDS

The MUNICIPALITY agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the Equipment is returned to the COUNTY or after final disposition of the Equipment. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All Claimant Certification forms, or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the COUNTY or representatives of the New DHSES or the Federal Department of Homeland Security. The MUNICIPALITY shall submit any and all

documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY through a representative of the Implementing Agency of the COUNTY as proscribed by contract with the DHSES for the Fiscal Year 2015 State Law Enforcement Terrorism Prevention Program, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, Claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, in the use, in the use of the Equipment.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the COUNTY's convenience, (2) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this agreement, or (3) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this Agreement, the MUNICIPALITY shall comply with any and all closeout procedures of the COUNTY, including, but not limited to, accounting for and returning to the COUNTY within thirty (30) days, all Equipment received by the MUNICIPALITY pursuant to this Agreement.

In the event the COUNTY terminates this Agreement in whole or in part, as provided in this Article, the Equipment procured by the COUNTY will no longer be used by the MUNICIPALITY without the express written consent of the COUNTY.

Notwithstanding any other provision of this Agreement, The MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of the Agreement or failure to perform in accordance with applicable standards.

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

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the terms of this Agreement, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this Agreement.

ARTICLE 12. SET-OFF RIGHTS

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

ARTICLE 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize all Equipment purchased under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Equipment is purchased.

ARTICLE 14. ENTIRE AGREEMENT

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

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to

this Agreement that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for

therein, the provisions of this Agreement shall apply with full force and effect to any such amendment, modification or change order.

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

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name: Todd Venning
Title: City Manager

DATE: _____

DATE: _____

GRANT ADDENDUM TO INTER-MUNICIPAL AGREEMENT

This **GRANT ADDENDUM TO INTER-MUNICIPAL AGREEMENT** ("Grant Addendum"), effective as of July 1, 2021 and as set forth herein, modifies that certain Inter-Municipal Agreement effective July 1, 2021 ("Agreement"), by and between the **COUNTY OF ORANGE**, a municipal corporation and one of the Counties of the State of New York, with its principal offices located at 255-275 Main Street, Goshen, New York 10924 ("COUNTY"), and **CITY OF NEWBURGH**, a municipal corporation, with offices located at **83 Broadway, City Hall, Newburgh, NY 12550** ("MUNICIPALITY"). COUNTY and MUNICIPALITY may be referred to herein individually as a "Party" and collectively as the "Parties."

1. MUNICIPALITY acknowledges that the Equipment (as that term is defined in the Agreement) was purchased in whole or part with grant funds received by the COUNTY from New York State Department of Homeland Security and Emergency Services ("State") under its State Law Enforcement Terrorism Prevention Program Grant Program ("Grant").

2. MUNICIPALITY hereby agrees that:

(a) The individual executing the Agreement and this Grant Addendum on behalf of MUNICIPALITY has the full legal authority to bind MUNICIPALITY;

(b) The Equipment will be operated in accordance with the terms of the COUNTY's contract with the State for the Grant ("Grant Contract"), a copy of which is attached to this Grant Addendum as **Exhibit A**, and the terms and conditions of which are incorporated herein and made part hereof;

(c) MUNICIPALITY shall comply with all of the terms and conditions of the Grant Contract, including those incorporated directly or by reference, as may be amended by the State, and/or by amendments to any of the statutes, regulations or agency guidelines applicable to the Grant Contract;

(d) In the event of any conflict or inconsistency between the Agreement (including Schedule A annexed thereto) and any requirement in the Grant Contract, the conflict shall be resolved by giving precedence to the requirement in the Grant Contract over the Agreement;

(e) Nothing contained in the Agreement shall impair the rights of the State under the Grant Contract;

(f) Nothing contained in the Agreement, or under the Grant Contract, shall be deemed to create any contractual relationship between MUNICIPALITY and the State;

(g) MUNICIPALITY will provide to the State any and all information required to determine whether MUNICIPALITY is a responsible MUNICIPALITY;

(h) MUNICIPALITY will submit to the COUNTY all supporting documentation as necessary to permit the COUNTY to recover funds under the Grant Contract for the Equipment; and

(i) If for any reason the State terminates its appropriation or fails to pay the full amount of the allocation for the Equipment, the Agreement may be terminated or reduced at the discretion of the COUNTY. In any event, no liability shall be incurred by the COUNTY beyond monies available for the purposes of the Agreement.

3. All other terms of the Agreement, except as specifically modified by this Grant Addendum, shall remain in full force and effect.

By execution of this Grant Addendum, the Parties agree to the foregoing modifications and additions to the Agreement.

COUNTY OF ORANGE

MUNICIPALITY

BY: _____
Stefan ("Steven") M. Neuhaus
County Executive

BY: _____
NAME: Todd Venning
TITLE: City Manager

DATE: _____

DATE: _____

RESOLUTION NO.: 151 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE
UNDER THE 2021 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF
\$22,500.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS**

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2021 covering the period April 1, 2021 through August 31, 2023; and

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

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

WHEREAS, funding is requested for 25 vests at a total cost of \$22,500.00 and a fifty (50%) percent match in the amount of \$11,250.00 is to be paid out of Police funds A.3120.0417; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2021 Bulletproof Vest Partnership in the amount of \$22,500.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: 2021 Bullet Proof Vest Partnership	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Lt. Kevin Lahar OIC/Lt. Chris Lahar
NAME OF GRANT/NAME OF AWARDING AGENCY: US Dept. of Justice Bureau of Justice Assistance	GRANT SUBMITTAL DATE: June 14, 2021	AMOUNT OF AWARD: \$11,250.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$11,250.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: The United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership Grant act of 1998 provides 50% of costs for Bulletproof Vests for Police Officers. We are requesting 25 vests this year for a total cost of \$22,500 Project Timeline: (ex. Dates) Funding will cover the period of April 1, 2021 through August 31, 2023.		



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS: we apply for this grant every year with the match coming from Police Uniform Line

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS: N/A

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS: N/A

ANY ADDITIONAL COMMENTS:

→ Acting APPROVED BY CITY COMPTROLLER? YES/NO

Acting
CITY COMPTROLLER
SIGNATURE: _____

DATE: 5/27/21

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: _____



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

6/10/21 W-S
6/14/21 Council meeting

From: [BVP Email Account](#)
To: [Reilly, Helen](#)
Subject: Bulletproof Vest Partnership (BVP) – FY 2021 Application Announcement
Date: Thursday, April 29, 2021 12:26:03 PM

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2021 Patrick Leahy Bulletproof Vest Partnership (BVP) application funding period.

Applications for FY 2021 BVP funds will be accepted beginning Thursday, April 29, 2021. All applications must be submitted online at Patrick Leahy Bulletproof Vest Partnership: Login (usdoj.gov) by 6:00 pm eastern time on Monday, June 14, 2021.

Important Information Regarding FY 2021 BVP Funds:

- 1. System for Award Management (SAM) Registration Requirement:** Jurisdictions will not be able to apply for and receive FY 2021 BVP funds if they are not registered in SAM. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://fsd.gov/fsd-gov/answer.do?sysparm_number=KB0011081. The SAM Helpdesk can be reached at 866-606-8220.
- 2.** Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers in place when the FY 2021 BVP applications are submitted. There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. Please see the [BVP Mandatory FAQs](#) for further guidance on this requirement.
- 3.** Each vest purchased with FY 2021 funds must meet the National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see this website for the latest NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>
- 4.** **Uniquely Fitted Armor Vest Requirement:** Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2021 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and

coverage, through a combination of:

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

5. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.

6. To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2021 BVP funds:

- a. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
- b. Ensure that the application accurately reflects the current market cost for the vests identified on the application.
- c. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

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

7. BJA has completed user guides and training materials for the BVP application process and the payment request process. Please see the following website for the guides and checklists:
<https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources#h449q>.

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

Sincerely,

The BVP Program Team

Bureau of Justice Assistance

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

This email was sent to hreilly@cityofnewburgh-ny.gov using GovDelivery Communications Cloud on behalf of:
Department of Justice · Washington, DC

From: [Rola Brandon](#)
 To: [Rola Brandon](#)
 Subject: FW: Vests
 Date: Wednesday, June 02, 2021 12:40:19 PM
 Attachments: [image001.png](#)

F is the female vest, M is the male vest and C is the carrier. The only question is, will the new carrier we want that matches our current look be the same price, and we won't know the answer until next week or so.

	Description	Qty	Cost	Total
F →	Point Blank Vision Body Armor (Midnight Navy) Level BII-4 (VS5B21CSOM) 1 Concealable Carrier		609.66	609.66
M →	Point Blank Vision Body Armor (Midnight Navy) Level BII-4 (VS5B24CSOM) 2 Concealable Carriers		720.36	720.36
	Point Blank Elite Body Armor (Midnight Navy) Level BII-4 (AE4MB4B20M) 1 Concealable Carrier		652.32	652.32
	Point Blank Elite Body Armor (Midnight Navy) Level BII-4 (AE4MB4C20M) 2 Concealable Carriers		788.40	788.40
C →	Endeavor ODC Outer Carrier (Midnight Navy). ODEM00BV0J POLICE and Last Name lettering in Gold/White		159.30	159.30
	All pricing based on NYS Contract.			

From: Reilly, Helen
 Sent: Wednesday, June 02, 2021 10:51 AM
 To: Rola, Brandon <BRola@cityofnewburgh-ny.gov>
 Subject: RE: Vests

Did you find out a cost per vest yet?

From: Reilly, Helen
 Sent: Tuesday, June 01, 2021 2:23 PM
 To: Rola, Brandon <BRola@cityofnewburgh-ny.gov>
 Subject: FW: Vests

I have to add this to the work session agenda by tomorrow. Any chance of getting a price per vest?

Thanks,
 Helen

From: Reilly, Helen
 Sent: Tuesday, June 01, 2021 1:36 PM
 To: Rola, Brandon <BRola@cityofnewburgh-ny.gov>
 Subject: RE: Vests

It is covered. Do you know what the Model name would be?

From: Reilly, Helen
 Sent: Tuesday, June 01, 2021 1:25 PM
 To: Rola, Brandon <BRola@cityofnewburgh-ny.gov>
 Subject: Vests

See attached. There are several others if you have any time this week to come by and take a look

RESOLUTION NO.: 152 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE AWARD OF A BID
TO FIREMATIC SUPPLY CO., INC. AS REPRESENTATIVE OF
PIERCE MANUFACTURING, INC. FOR
THE CONSTRUCTION AND DELIVERY OF TWO CUSTOM PUMPER TRUCKS
FOR THE CITY OF NEWBURGH FIRE DEPARTMENT
AT A COST OF \$1,299,800.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the construction and delivery of two custom pumper trucks for the Fire Department; and

WHEREAS, three bids were received and opened; and

WHEREAS, it has been determined that such bid should be awarded to Firematic Supply Co., Inc., as representative of Pierce Manufacturing, Inc., as the lowest responsible bidder, at a cost of 1,299,800.00; and

WHEREAS, funding shall be derived from H1.3412.0202.0000.2020; and

WHEREAS, this Council has determined that awarding such bid is in the best interests of the City of Newburgh and the safety of its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Firematic Supply Co., Inc., as representative of Pierce Manufacturing, Inc., be and is hereby awarded the bid for the construction and delivery of two custom pumper trucks for the City of Newburgh Fire Department at a cost of \$1,299,800.00; and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.



City of Newburgh
City Comptroller's Office
City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7320
Fax (845) 569-7490

NOTICE

INVITATION TO BID

Custom Fire Engines – Bid # 7.21

FOR THE CITY OF NEWBURGH FIRE DEPARTMENT NEWBURGH, NEW YORK

Sealed bids will be received by the City Comptroller in City Comptroller's Office at City Hall, 83 Broadway 4th Floor, Newburgh, New York 12550 until 11 a.m., prevailing time on Friday, May 7, 2021 for the purchase of two Custom Fire Engines for the City of Newburgh's Fire Department.

Specifications will become available to the public on Friday April 16th, 2021 and may be obtained by visiting the Empire State Purchasing Group website at: www.bidnetdirect.com/new-york/city-of-newburgh, selecting the "Open Bids" tab and the above-titled bid document. Vendors may have to register if visiting this site for the first time, or can be picked up from Fire Headquarters at 22 Grand St, Newburgh, NY 12550.

All bids must be submitted on the provided bid forms. All bids must be in original form and submitted in a sealed envelope clearly labeled "Bid for City of Newburgh Fire Department Apparatus - Bid #7.21" on or before the aforementioned due date and time. Bids submitted after the deadline will not be considered. Faxed or photocopies will not be acceptable.

Bidders are required to execute a non-collusion bidding affidavit pursuant to section 103d of the General Municipal Law of the State of New York. The City of Newburgh is exempt from payment of Federal and State taxes on all materials supplied to the owner pursuant to their contract. Bids submitted without a non-collusion bidding affidavit will not be considered.

No bid shall be withdrawn for a period of forty-five (45) days subsequent to the opening of the bids without the consent of the City of Newburgh Comptroller.

The award of their bid may be subject to approval by City Council. The City reserves the right to reject any or all bids, or to accept any part of the bid without accepting the whole thereof, or to accept such bid they deem to be in the best interest of the City.

City of Newburgh - An Equal Opportunity Employer

Justice, Equity, Diversity and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.

ADVERTISE:

Hudson Valley Press, Wednesday April 14th, 2021
Mid-Hudson Times, Wednesday April 14th, 2021
Orange County Post, Friday, April, 16th, 2021



CITY OF NEWBURGH
FIRE DEPARTMENT
22 Grand Street
Newburgh, New York 12550

DATE: April 21, 2021

Addendum to Bid

The City of Newburgh intends on purchasing TWO (2) Custom Fire Engines with this bid opening. Associated discounts, including prepayment options/discounts, should be included with the bidder's submission.



CITY OF NEWBURGH
FIRE DEPARTMENT
22 Grand Street
Newburgh, New York 12550

DATE: June 2, 2021

TO: City Manager Todd Venning
FROM: Chief F. J. Spinelli 
SUBJECT: Fire Engine Bid Review – Recommendation

After a complete review of the bids received on Friday, May 7, 2021 I recommend that we award the bid to Firematic Supply Company for the delivery of two custom Pierce pumpers/engines. Further, I recommend that we exercise the option to prepay 75% for said engines in the amount of \$974,850 which will realize the City a savings of \$35,574 off the initial proposal cost. The cost of this contract option will be \$1,264,226. There is a 100% prepay option that realizes a savings of \$41,109, however this offers us no leverage after delivery of the apparatus if there are any issues prior to our acceptance.

The proposal from Campbell Freightliner of Orange County, LLC for providing two custom Spartan pumpers/engines has a cost of \$1,279,722 and listed no pre-payment options. There were seven pages of exceptions taken to our specifications and while there are no significant issues our history of repairs with our Spartan brand engines has not been good. I recommend against going with this bid.

The proposal from Bulldog Fire & Emergency Apparatus for providing two custom KME pumpers/engines has a cost of \$1,331,958 and has a maximum savings of \$28,117 for 100% pre-payment as an option. This proposal has 23 exceptions to our specifications. KME has a poor maintenance track record in my experience and I recommend against going with this bid.

Distribution:

Assistant Chiefs _____ HQ Company Officers _____ Engine 3 _____ Dispatchers _____ Civilian Staff _____



Unofficial Bid Tabulation

In Attendance :

Bid 7.21 Custom Fire Engines

Todd Venning, City Comptroller
FJ Spinelli, Fire Chief
Joselyn Taylor, Senior Account Clerk

Time Began 11:10 am

Time Ended 11:15am

Vendor	Time and Date Received	Price Per Apparatus	Total Price
1 Bulldog	5/7 @ 10:51am	\$ 665,979.00	\$ 1,331,958.00
2 Campbell Freight Spartan Emergency Response	5/7 @ 10:52am	\$ 639,861.00	\$ 1,279,722.00
3 Pierce Fire Apparatus	5/7 @ 1041am	\$ -	\$ 1,299,800.00

PROPOSAL FOR FURNISHING FIRE APPARATUS

May 7, 2021

City of Newburgh
City Comptroller
83 Broadway, 4th Floor
Newburgh, New York 12550

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

Two(2) Pierce Enforcer Pumpers As Specified	\$ 1,299,800.00
---	-----------------

Total \$ 1,299,800.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 13.5 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at City of Newburgh Fire Department, Newburgh, New York.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 60 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: 
 AUTHORIZED SALES REPRESENTATIVE
 Jeremy Cohen



PERFORM. LIKE NO OTHER?

**City of Newburgh
Pre-Payment Options**

100% Prepay

\$1,299,800.00 – Prepay

\$41,109.00 – Discount

\$0.00 – Due at Delivery

75% Prepay

\$974,850.00 – Prepay

\$35,547.00 – Discount

\$324,950.00 – Due at Delivery

50% Prepay

\$649,900.00 – Prepay

\$26,490.00 – Discount

\$649,900.00 – Due at Delivery

25% Prepay

\$324,950.00 – Prepay

\$13,245.00 – Discount

\$974,850.00 – Due at Delivery

**Discount given off of final invoice*

Specifications - City of Newburgh Fire Department Pumper

BIDDERS AFFIDAVIT

I, PETER HANRATTY, as the authorized agent for FIREMATIC SUPPLY CO., INC. do hereby attest and affirm that the following information is true and the proposal submitted by our firm complies with the general instructions, requirements, and specifications contained in this bid submission, except where indicated below.

Yes ☒ No ☐ The apparatus offered in manufactured by a single course apparatus (cab, chassis, and body) builder in North America.

Yes ☒ No ☐ The apparatus proposed is not a prototype and must be new built to the fire departments specification. The unit must not have been used as a demo unit before delivery to the Fire Department.

Yes ☒ No ☐ The performance tests shall be performed in compliance with the specifications and all applicable standards.

Yes ☒ No ☐ All pages of the General Instructions Requirements and Specifications have been received and reviewed.

Yes ☒ No ☐ All questionnaires, and blanks have been accurately filled in.

Yes ☒ No ☐ A properly executed Bid Bond / Cashier's check is enclosed.

Yes ☒ No ☐ Bidder complies with bid specifications without exception.

Yes ☒ No ☐ Bidder complies with design criteria.

Yes ☒ No ☐ Bidder has included apparatus drawings per specifications.

Yes ☒ No ☐ Apparatus proposed complies with dimensional requirements.

Yes ☒ No ☐ The bidder provides for training of personnel as described.

Yes ☒ No ☐ All specified warrantied included.

Yes ☒ No ☐ All proposed warrantied are in compliance with specifications.

Yes ☒ No ☐ The proposed apparatus and equipment are new and unused.

Yes ☒ No ☐ A complete copy of the bidders detailed proposal is included.

Yes ☒ No ☐ A separate list of exceptions is attached (if any).

Specifications - City of Newburgh Fire Department Pumper

State the dimensions of the proposed apparatus:

A. Overall height: 112.5"

B. Overall length: 30'5.5"

C. Overall width: 96"

DELIVERY OF THE APPARATUS SHALL BE STATED IN THE PROPOSAL. THE PROPOSAL SHALL BE GOOD FOR 60 DAYS FROM THE DATE OPENED.

Authorized Agent Information:

Name: FIREMATIC SUPPLY CO., INC.

Address: 10 RAMSEY ROAD

EAST YAPHANK, NY 11980

Contact person: JEREMY COHEN

Phone: 845-239-0942

Fax: 631-924-5202

Signature: 
PETER HANRATTY, PRESIDENT

Date: 4/19/21

Manufacturer Information:

Name: PIERCE MFG.

Address: 2600 AMERICAN DRIVE

APPLETON, WI 54914

Phone: 920-832-3000

Fax: 920-832-3058



CONTRACT

THIS AGREEMENT, made by Firematic Supply Co., Inc., East Yaphank, NY, first party and City of Newburgh, by its authorized representative, second party.

WITNESSETH:

First. The said first party hereby agrees to furnish the apparatus and equipment according to the specifications referenced in Pierce bid # 535 dated 5/7/2021 and to deliver the same as hereinafter provided.

Second. The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Firematic Proposal, the Firematic Proposal will prevail. The standard Pierce Manufacturing Warranty will apply.

Third. This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below.

Fourth. The said apparatus and equipment shall be ready for delivery from Pierce Manufacturing within about 12.5 to 13.5 months after receipt and acceptance of this contract at the first party's office at East Yaphank, New York. Delays due to strikes, failures to obtain chassis, materials or other causes beyond its control not preventing, and shall deliver to said party of the second part at City of Newburgh.

Fifth. A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

Sixth. The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

\$ 1,299,800.00

One Million Two Hundred ninety Nine Thousand Eighth Hundred.00

Payment shall be made directly to first party at its, East Yaphank, New York, office. Under no circumstances shall payment be made to any other party except Firematic Supply Co, Inc.

Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at Firematic Supply Co. Inc.'s facility located at 50 Jon Barrett Road, Patterson, New York, unless otherwise specified herein. If deferred payment arrangements are made, such arrangements shall be in writing, and second party obligation there under shall be evidenced by negotiable paper.



Firematic
SUPPLY COMPANY, INC.

Payment is due upon delivery and acceptance.

Any delay in payment will result in an interest penalty of .05% per day on the unpaid balance.

If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

Seventh. In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination and a written report of such test forthwith delivered to the first party at its principal office at East Yaphank, New York. If no such test is to be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with customers specifications.

Eighth. It is agreed that the apparatus and equipment covered by this contract, shall remain the property of the first party, until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of the first party until the above listed price for such piece has been paid in full, and in case of any default in payment the first party may take full possession of the apparatus and equipment, or the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date of taking possession.

Ninth. This contract to be binding must be signed and approved by an officer of Firematic Supply Co, Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual written agreement signed by the parties.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed and attested by its authorized representatives dated on this day of 5/7/2021

FIREMATIC SUPPLY CO, INC.

By _____

Date of Acceptance _____

City of Newburgh

By _____

RESOLUTION NO.: 153 - 2021

OF

JUNE 14, 2021

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR JULY 12, 2021
TO HEAR PUBLIC COMMENT CONCERNING “A LOCAL LAW
REPEALING AND REPLACING ARTICLE XI ENTITLED ‘POLICE DEPARTMENT’
OF THE CHARTER OF THE CITY OF NEWBURGH**

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 Local Law repealing and replacing Article XI entitled ‘Police Department’ of the Charter of the City of Newburgh”; 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 12th day of July, 2021 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the capacity of the City Council Chambers will be limited due to the space available to maintain six (6) feet of social distancing and in-person attendance will be on a first-come, first-served basis, and therefore, in accordance with the Governor’s Executive Order 202.1, as amended, the July 12, 2021 City Council meeting also will be accessible 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 local law as follows:

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

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:

https://zoom.us/webinar/register/WN_r0dWGmAkR-CFh-oPR8vfYg. Please note that there is an underscore between the “N” and “r”).

To register in advance for this webinar in order to provide comments during the hearing: https://zoom.us/webinar/register/WN_r0dWGmAkR-CFh-oPR8vfYg. Please note that there is an underscore between the “N” and “r”). Please fill out the required information (First Name, Last Name, E-mail Address and check appropriate box to comment during the public hearing). 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 Monday, July 12, 2021. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

LOCAL LAW NO.: _____ - 2021

OF

_____, 2021

A LOCAL LAW REPEALING AND REPLACING ARTICLE XI ENTITLED “POLICE DEPARTMENT” OF THE CHARTER OF THE CITY OF NEWBURGH

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 Repealing and Replacing Article XI entitled ‘Police Department’ of the Charter of the City of Newburgh”.

SECTION 2 - AMENDMENT

Article XI of the City Charter is hereby repealed and replaced as follows:

Article XI. Department of Police

§ C11.01. Department created.

There is hereby created a Department of Police for the City, which shall consist of a Police Commissioner, Police Chief, and such other ranks and members within the Department as the City Manager, in consultation with the Police Commissioner, may hereafter create with the approval of the Council and consistent with the New York State Civil Service Law.

§ C11.02. Police Commissioner.

The Police Commissioner shall be responsible for the overall operation, supervision, and administration of the Police Department and its officers in accordance with the City Charter. It shall be the duty of the Police Commissioner to ensure that the Police Department preserves peace and good order; enforces the laws, ordinances, rules, regulations of the City of Newburgh, New York State; and performs other duties as the City Council may proscribe by ordinance or local law. The Police Commissioner shall be appointed by the City Manager and shall serve at the pleasure of the City Manager. The Police Commissioner shall be responsible for the City jail, shall have custody of all persons incarcerated therein, and shall keep such records and make such reports concerning the activities of the Department as may be required by statute or by the City Council. She or he shall have authority to administer oaths and take evidence, affidavits and acknowledgments in all matters as proceedings pertaining to the Police Department.

§ C11.03. Police Chief.

The Chief of Police shall be appointed by the City Manager and shall have immediate direction and control of the Police Department, subject to the policies, rules, regulations and orders established by the City Manager and Police Commissioner.

§ C11.04. Appointments, promotions and changes in status of members.

- A. No person shall be appointed to membership in the Police Department or continue to hold membership therein who is not a citizen of good moral character or who has ever been convicted of a felony or who cannot understandingly read and write the English language.
- B. The City Manager shall make all appointments, promotions and changes of status of the officers and members of the Police Department in accordance with the provisions of the New York State Civil Service Law, except as otherwise herein provided. In making promotions, seniority and meritorious service in the Department, as well as superior capacity, as shown by competitive examination or otherwise, shall be taken into account. Individual acts of bravery may be treated as acts of meritorious service, and the relative weight therefor shall be fixed by the Municipal Civil Service Commission.
- C. No member of the Police Department shall hold office or be employed in any other department of the City government.

§ C11.05. Police Officers powers, duties, authority.

- A. Police officers of the City of Newburgh shall have all the powers, authority, and duties conferred on them by the laws of the State of New York. It shall be the duty of the members of the Police Department to see to the enforcement of all of the ordinances of the City, state and federal laws and all statutes applicable therein and to preserve order and prevent infractions of the law and arrest violators thereof.
- B. No member of the Police Department shall serve any process except by order of the Police Commissioner or his designated representative.
- C. Every member of the Police Department shall appear as a witness whenever this is necessary in a prosecution for a violation of an ordinance or of any state or federal law. No such member shall retain any witness fee for service as witness in any action or suit to which the City is a party; any fees paid for such services shall be turned over to the Police Chief, who shall deposit the same with the City Comptroller.
- D. The members of the Police Department shall report violations of law and ordinances coming to their knowledge in any way under regulations to be prescribed by the Police Commissioners or his designee. Police officers shall also have in every other part of the state in criminal matters all the powers of constables; and any warrant for search or arrest issued by any magistrate of the state may be executed by them in any part of the state according to the tenor thereof as provided in the Criminal Procedure Law. They shall possess such other powers and perform such other duties as may be provided by law or ordinance of the Council.

§ C11.06. Conduct of members.

It shall be the duty of all members of the Police Department to conduct themselves in a proper and law abiding manner at all times and to avoid the use of unnecessary force. All members of the

Department shall obey the orders and directions of their superior and any rules, regulations and general orders promulgated by the Police Commissioner.

§ C11.07. Organizational structure; rules and regulations.

The organizational structure of the Police Department shall be determined by the City Manager and shall be as promulgated in the rules and regulations of the Police Department. The City Manager may make or prescribe such rules and regulations, including general orders, as he shall deem advisable, and they shall be binding on all members of the Department. Such rules, regulations and general orders may cover, besides the conduct of the members, uniforms and equipment to be worn or carried, hours of service, vacations and all other similar matters necessary or desirable for the discipline and efficiency of the Department.

§ C11.08. Auxiliary police officers.

- A. Pursuant to the New York State Defense Emergency Act, any person of good character, having duties which require it, may be appointed an auxiliary police officer by the City Manager, provided that, except upon authorization by the Council, no such auxiliary officer shall be entitled to any compensation from the City, nor shall such auxiliary police officer be considered an employee of the City by reason of such appointment.
- B. Auxiliary police officers shall obey all rules of the Police Department applicable to them and may be deprived of their appointment by the City Manager at any time.
- C. The City Manager or his designated representative may authorize said auxiliary police officers to perform duty, including any defense drill or training exercise, while armed with a loaded firearm; provided, however, that all such officers have a valid permit to carry a firearm.
- D. The City Manager has absolute discretion in determining which, if any, auxiliary police officers may perform duty while armed and may withhold permission from any auxiliary police officer at any time. Said auxiliary police officer must undergo and satisfactorily complete a firearms training program under the auspices of the Police Chief or his designated representative prior to performing any duty while armed.
- E. Said auxiliary police officers must obey all laws pertaining to the use of firearms and deadly physical force and all rules, regulations and general orders of the Police Department.
- F. Auxiliary police officers of the City of Newburgh in criminal matters shall have all the powers of peace officers under the general laws of the state and shall also have the power to arrest any person found by them violating any penal ordinances of the City or laws of the state and to take such person before the proper magistrate, where such person shall be dealt with in the same manner as if he had been arrested upon a warrant theretofore duly issued by such magistrate. Auxiliary police officers shall report violations of law and ordinances coming to their knowledge in any way under regulations to be prescribed by the Police Commissioner or his designee and shall have peace officer status and powers only within the Newburgh City limits and only during periods while such members are actually performing duty prescribed or ordered by the Police Chief during an attack or defense drill or training exercise.

§ C11.09. Custody of stolen property.

The Police Commissioner shall have the custody of all lost, abandoned or stolen property recovered in the City, except as otherwise provided in the City Charter or the Code of the City of Newburgh.

§ C11.10. Parking enforcement.

Parking Enforcement Officers are members of the Police Department and as such are public servants. It shall be their duty and they shall have the power to enforce all the laws and ordinances of the City and laws of the state pertaining to parking violations. For this purpose, they are authorized to issue and serve legal process as defined by the laws of the state for violations of parking laws and ordinances, including the authority to issue and serve appearance tickets, as defined by the Criminal Procedure Law.

§ C11.11. Service of criminal process by police.

All criminal process for any offense committed within the City and all process to recover or to enforce any penalty for the violation of any City ordinance issued out of any court or by any magistrate within the a City and every process or subpoena issued by the District Attorney of the county in which the City is situated, relating to any offense committed within the City, and every process, subpoena or warrant issued by any Coroner of such county in any inquest held in the City relative to the death of any person may be served by any member of the Police Department.

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 Charter 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 "Charter", "Article", 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 City Charter 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 on _____ and after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

DRAFT

ARTICLE XI
Department of Police

§ C11.01. Department created. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-1-1979 by L.L. No. 1-1979; 3-3-1980 by L.L. No. 2-1980]

There is hereby created a Police Department for the City, which shall consist of a Police Chief, Deputy Police Chiefs, Captains, Lieutenants, Sergeants, Police Officers, matrons and such other members as may be provided for by the City Council.

§ C11.02. Appointments, promotions and changes in status of members. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-1-1979 by L.L. No. 1-1979]

- A. No person shall be appointed to membership in the Police Department or continue to hold membership therein who is not a citizen of good moral character or who has ever been convicted of a felony or who cannot understandingly read and write the English language.
- B. The City Manager shall make all appointments, promotions and changes of status of the officers and members of the Police Department in accordance with the provisions of the Civil Service Law of the state, except as otherwise herein provided. In making promotions, seniority and meritorious service in the Department, as well as superior capacity, as shown by competitive examination or otherwise, shall be taken into account. Individual acts of bravery may be treated as acts of meritorious service, and the relative weight therefor shall be fixed by the Municipal Civil Service Commission.
- C. No member of the Police Department shall hold office or be employed in any other department of the City government.

§ C11.03. Rank. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-1-1979 by L.L. No. 1-1979; 3-3-1980 by L.L. No. 2-1980]

The Police Chief shall be the head of the department and its chief executive officer. He shall have supervision over all officers and members thereof. Following him in rank shall be the Deputy Police Chiefs, Captains, Lieutenants, Sergeants and police officers in order of seniority in each group.

§ C11.04. Duties of Police Chief. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-1-1979 by L.L. No. 1-1979; 3-3-1980 by L.L. No. 2-1980]

- A. The Police Chief shall be responsible for the City jail and shall have custody of all persons incarcerated therein. He shall keep such records and make such reports concerning the activities of his Department as may be required by statute or by the City Council.
- B. The Police Chief shall be responsible for the performance by the Police Department of its functions, and all persons who are members of the Police Department shall serve subject to the orders of the Police Chief.
- C. The Police Chief shall have the power and it shall be his duty to enforce all rules and regulations of the City Manager and ordinances, local laws and statutes relating to the Police Department, and he shall perform such other duties as may be prescribed by law by the City Manager or the City Council.
[Amended 3-23-1992 by L.L. No. 1-1992]

§ C11.05. Duties. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-1-1979 by L.L. No. 1-1979]

- A. Deputy Police Chiefs shall perform the duties assigned to them by the Police Chief. Each Deputy Police Chief shall possess the powers and perform the duties of the Police Chief in his absence or during his inability to act or during a vacancy in the office of the Police Chief. The order in which the Deputy Police Chiefs shall so act shall be determined by the City Manager.
- B. It shall be the duty of the members of the Police Department to see to the enforcement of all of the ordinances of the City, state and federal laws and all statutes applicable therein and to preserve order and prevent infractions of the law and arrest violators thereof.

§ C11.06. Service of process. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-14-1987 by L.L. No. 4-1987]

No member of the Police Department shall serve any process except by order of the Police Chief or his designated representative.

§ C11.07. Conduct of members. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-14-1987 by L.L. No. 4-1987]

It shall be the duty of every member of the Police Department to conduct himself in a proper and law abiding manner at all times and to avoid the use of unnecessary force. Each member of the Department shall obey the orders and directions of his superior and any rules, regulations and general orders promulgated by the Police Chief.

§ C11.08. Witness fees. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-14-1987 by L.L. No. 4-1987]

Every member of the Police Department shall appear as a witness whenever this is necessary in a prosecution for a violation of an ordinance or of any state or federal law. No such member shall retain any witness fee for service as witness in any action or suit to which the City is a party; any fees paid for such services shall be turned over to the Police Chief, who shall deposit the same with the City Treasurer.

§ C11.09. Rules and regulations. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-1-1979 by L.L. No. 1-1979]

The City Manager may make or prescribe such rules and regulations, including general orders, as he shall deem advisable, and they shall be binding on all members of the Department. Such rules, regulations and general orders may cover, besides the conduct of the members, uniforms and equipment to be worn or carried, hours of service, vacations and all other similar matters necessary or desirable for the discipline and efficiency of the Department.

§ C11.10. Auxiliary police officers. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-1-1979 by L.L. No. 1-1979]

- A. Pursuant to the New York State Defense Emergency Act, any person of good character, having duties which require it, may be appointed an auxiliary police officer by the City Manager, provided that, except upon authorization by the Council, no such auxiliary officer shall be entitled to any compensation from the City, nor shall such auxiliary police officer be considered an employee of the City by reason of such appointment.
- B. Auxiliary police officers shall obey all rules of the Police Department applicable to them and may be deprived of their appointment by the City Manager at any time.

- C. The City Manager or his designated representative may authorize said auxiliary police officers to perform duty, including any defense drill or training exercise, while armed with a loaded firearm; provided, however, that all such officers have a valid permit to carry a firearm.
- D. The City Manager has absolute discretion in determining which, if any, auxiliary police officers may perform duty while armed and may withhold permission from any auxiliary police officer at any time. Said auxiliary police officer must undergo and satisfactorily complete a firearms training program under the auspices of the Police Chief or his designated representative prior to performing any duty while armed.
- E. Said auxiliary police officers must obey all laws pertaining to the use of firearms and deadly physical force and all rules, regulations and general orders of the Police Department.

§ C11.11. Custody of stolen property. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-1-1979 by L.L. No. 1-1979]

The Police Chief shall have the custody of all lost, abandoned or stolen property recovered in the City, except as provided in Chapter 288 of the Code of the City of Newburgh.

§ C11.12. Organizational structure. [Added 2-24-1975 by L.L. No. 1-1975; amended 9-1-1979 by L.L. No. 1-1979]

The organizational structure of the Police Department shall be determined by the City Manager and shall be as promulgated in the rules and regulations of the Police Department.¹

§ C11.14. Powers of police. [Amended 2-24-1975 by L.L. No. 3-1975; 9-1-1979 by L.L. No. 1-1979]

The members of the Police Department in criminal matters have all the powers of police officers under the general laws of the state. Auxiliary police officers of the City of Newburgh in criminal matters shall have all the powers of peace officers under the general laws of the state. Both categories of officers shall also have the power to arrest any person found by them violating any penal ordinances of the City or laws of the state and to take such person before the proper magistrate, where such person shall be dealt with in the same

1. Editor's Note: Former Sec. 11.13, which immediately followed this section and dealt with the tenure of office of the Police Commissioner, was added 2-24-1975 by L.L. No. 1-1975 and subsequently repealed 9-1-1979 by L.L. No. 1-1979.

manner as if he had been arrested upon a warrant theretofore duly issued by such magistrate. They shall report violations of law and ordinances coming to their knowledge in any way under regulations to be prescribed by the Police Chief. Police officers shall also have in every other part of the state in criminal matters all the powers of constables; and any warrant for search or arrest issued by any magistrate of the state may be executed by them in any part of the state according to the tenor thereof as provided in the Criminal Procedure Law. They shall possess such other powers and perform such other duties as may be provided by law or ordinance of the Council; provided, however, that auxiliary police officers shall have peace officer status and powers only within the Newburgh City limits and only during periods while such members are actually performing duty prescribed or ordered by the Police Chief during an attack or defense drill or training exercise.

§ C11.14a. Meter checkers. [Added 4-28-1975 by L.L. No. 4-1975]

Meter checkers are members of the Police Department and as such re public servants. It shall be their duty and they shall have the power to enforce all the laws and ordinances of the City and laws of the state pertaining to parking violations. For this purpose, they are authorized to issue and serve legal process as defined by the laws of the state for violations of parking laws and ordinances, including the authority to issue and serve appearance tickets, as defined by the Criminal Procedure Law.

§ C11.15. Service of criminal process by police. [Amended 2-24-1975 by L.L. No. 3-1975]

All criminal process for any offense committed within the City and all process to recover or to enforce any penalty for the violation of any City ordinance issued out of any court or by any magistrate within the a City and every process or subpoena issued by the District Attorney of the county in which the City is situated, relating to any offense committed within the City, and every process, subpoena or warrant issued by any Coroner of such county in any inquest held in the City relative to the death of any person may be served by any member of the Police Department.

§ C11.16. Pension funds. [Amended by L. 1948, c. 569; 2-24-1975 by L.L. No. 3-1975]

The provisions of law governing the establishment and maintenance pension funds for the benefit of the members of the Police

Department shall not be affected by this Charter, except that the care, control, management and distribution of such funds shall be vested in the City Judge, City Manager and City Comptroller, who shall hereafter be the trustees thereof.²

2. Editor's Note: Former Sec. 11.17, which immediately followed this section and dealt with appointments, promotions and changes in status of police, as amended 2-24-1975 by L.L. No. 3-1975, was repealed 9-1-1979 by L.L. No. 1-1979.

RESOLUTION NO.: 154 -2021

OF

JUNE 14, 2021

**A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING
SPECIAL COUNSEL TO THE CITY TO SIGN SUCH CONSENT JUDGMENT IN
CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST
THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING
ORANGE COUNTY INDEX NOS. 5701-2017, 7184-2018, 5318-2019 AND 3433-2020
INVOLVING SECTION 16, BLOCK 6, LOT 1 AND
ORANGE COUNTY INDEX NOS. 5695-2017, 7183-2018, 5296-2019 AND 3435-2020
INVOLVING SECTION 16, BLOCK 1, LOT 10 (ALEX VURSTA)**

WHEREAS, Alex Vursta has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2017-2018, 2018-2019, 2019-2020, and 2020-2021 tax assessment years bearing Orange County Index Nos. 5701-2017, 5695-2017, 7184-2018, 7183-2018, 5318-2019, 5296-2019, 3433-2020 and 3435-2020; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

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

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 as tax map number 16-6-1 be reduced to a market value of \$365,000.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 16-6-1 be reduced to a market value of \$365,000.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2019-2020 as tax map number 16-6-1 be reduced to a market value of \$365,000.
- 4- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2020-2021 as tax map number 16-6-1 be reduced to a market value of \$395,000.
- 5- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2021-2022 as tax map number 16-6-1 be set at an assessed value of \$395,000.
- 6- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 as tax map number 16-1-10 be reduced to a market value of \$365,000.

- 7- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 16-1-10 be reduced to a market value of \$365,000.
- 8- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2019-2020 as tax map number 16-1-10 be reduced to a market value of \$365,000.
- 9- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2020-2021 as tax map number 16-1-10 be reduced to a market value of \$395,000.
- 10- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2021-2022 as tax map number 16-6-1 be set at an assessed value of \$395,000.

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

BE IT FURTHER RESOLVED, that Kelly M. Naughton, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and she hereby is designated as the person for the City who shall apply for such approval pursuant to the aforesaid laws.

Our File #100-0652

At a Special Term of the Supreme
Court, State of New York, County
of Orange, held at
New York on the day of
2021.

P R E S E N T

Hon. Catherine M. Bartlett
Justice

-----X
In the Matter of the Application of:

CONSENT JUDGMENT

ALEX VURSTA

Petitioner,

-against-

<u>Index #</u>	<u>Tax Year</u>
EF005695/2017	2017/18
EF007183/2018	2018/19
EF005296/2019	2019/20
EF003435/2020	2020/21

THE ASSESSOR, THE BOARD OF ASSESSORS AND
THE BOARD OF ASSESSMENT REVIEW OF THE
CITY OF NEWBURGH AND THE CITY OF
NEWBURGH

Respondents,
-and-

NEWBURGH ENLARGED CITY SCHOOL DISTRICT
Intervenor-Respondent.

For Review of a Tax Assessment Under
Article 7 of the Real Property Tax Law.

-----X

Proceedings having been brought by ALEX VURSTA, the Petitioner herein,
to review the assessments by the Respondents located in the City of
Newburgh, designated as Section 16, Block 1, Lot(s) 10 on the tax maps and
assessment rolls of the City of Newburgh and owned by the Petitioner herein
for the taxable status March 1, 2017 (Tax Year: 2017/18), March 1, 2018 (Tax
Year: 2018/19), March 1, 2019 (Tax Year: 2019/20), March 1, 2020 (Tax Year:
2020/21) and March 1, 2021 (Tax Year: 2021/22), and

The issues of these proceedings having duly come before an IAS Part of the Court and the Petitioner, having appeared by BRIAN M. TROY, ESQ., of CRONIN & CRONIN LAW FIRM, PLLC, the Respondents, City of Newburgh, by their attorney, KELLY M. NAUGHTON, ESQ. of BURKE, MIELE, GOLDEN & NAUGHTON, LLP and the Intervenor-Respondents, Newburgh Enlarged City School District, by their attorney, MARC E. SHARFF, ESQ., of SHAW, PERELSON, MAY & LAMBERT, LLP and the parties having agreed to a settlement of these proceedings;

NOW, upon the consent of the parties indicated by the signatures of the attorneys for each of the respective parties indicated hereon and due deliberation having been had thereon, it is

ORDERED, that the assessments on the property designated as Section 16, Block 1, Lot(s) 10 on the tax maps and for the taxable status dates March 1, 2017 (Tax Year: 2017/18), March 1, 2018 (Tax Year: 2018/19), March 1, 2019 (Tax Year: 2019/20), March 1, 2020 (Tax Year: 2020/21) and March 1, 2021 (Tax Year: 2021/22) shall be amended and reduced to read as follows:

Desc.: 16-1-10:

<u>Taxable Status Date (Tax Yr.)</u>	<u>Original Assessed Valuation</u>	<u>Amount of Reduction</u>	<u>Total Final Assessed Valuation</u>
March 1, 2017 (2017/18)	\$411,300	\$ 46,300	\$365,000
March 1, 2018 (2018/19)	\$411,300	\$ 46,300	\$365,000
March 1, 2019 (2019/20)	\$411,300	\$ 46,300	\$365,000
March 1, 2020 (2020/21)	\$466,500	\$ 71,500	\$395,000
March 1, 2021 (2021/22)	\$533,200	\$138,200	\$395,000

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York, be and hereby is directed and authorized to audit, allow, and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the Petitioner, ALEX VURSTA, the amounts, if any, of County taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, without interest thereon, if payment is made within sixty (60) days of service of a certified copy of this Order upon the Commissioner of Finance of the County of Orange. If payment is not made within sixty (60) days after the service of a certified copy of this Order upon the Commissioner of Finance of the County of Orange, then statutory interest will be paid on the amount of any refund made, from the date of payment of the taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Commissioner of Finance of the County of Orange, and it is further

ORDERED AND DIRECTED that the Receiver of Taxes of the City of Newburgh and/or Commissioner of Finance of the County of Orange, State of New York as the case may be, be and hereby is directed and authorized to audit, allow, and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the petitioner, ALEX VURSTA, the amounts, if any, of City and ad valorem special districts taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, without interest thereon, if payment is made within sixty (60) days of service of a certified copy of this Order upon the Receiver of Taxes of the City of Newburgh. If

payment is not made within sixty (60) days after the service of a certified copy of this Order upon the Receiver of Taxes of the City of Newburgh, then statutory interest will be paid on the amount of any refund, from the date of payment of taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Receiver of Taxes of the City of Newburgh, and it is further

ORDERED AND DIRECTED that the Trustees of the Newburgh Enlarged City School District, unless sooner paid, at the next budget or other appropriate meeting following the entry of this Order, shall audit, allow and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the Petitioner, ALEX VURSTA, that part of the taxes representing the School taxes which is in excess of what such taxes would have been if the assessment complained of had been herein audited and determined by this Order, without interest thereon, if payment is made within sixty (60) days of service of a certified copy of this Order upon the Trustees of the Newburgh Enlarged City School District. If payment is not made within sixty (60) days after the service of a certified copy of this Order upon the Trustees of the Newburgh Enlarged City School District, then statutory interest will be paid on the amount of any refund made, from the date of payment of the taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Trustees of the Newburgh Enlarged City School District, and it is further

ORDERED AND DIRECTED that upon compliance with the terms of this Order, the above captioned proceedings be, and the same hereby are discontinued without costs to either party as against the other.

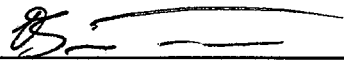
Date:

E N T E R:

J.S.C.

Entry of the foregoing Order
is hereby consented to:

CRONIN & CRONIN LAW FIRM, PLLC
Attorneys for Petitioner


BY: BRIAN M. TROY, ESQ.
200 Old Country Road, Suite 470
Mineola, New York 11501

BURKE, MIELE, GOLDEN & NAUGHTON, LLP
Attorney for Respondents

BY: KELLY M. NAUGHTON, ESQ.
40 Matthews Street, Suite 209
P.O. Box 216
Goshen, New York 10924

SHAW, PERELSON, MAY & LAMBERT, LLP
Attorney for Intervenor-Respondents

BY: MARC E. SHARFF, ESQ.
115 Stevens Avenue
Valhalla, New York 10595

Our File #100-0653

At a Special Term of the Supreme
Court, State of New York, County
of Orange, held at
New York on the day of
2021.

P R E S E N T

Hon. Catherine M. Bartlett
Justice

-----X
In the Matter of the Application of:

CONSENT JUDGMENT

ALEX VURSTA

Petitioner,

-against-

<u>Index #</u>	<u>Tax Year</u>
EF005701/2017	2017/18
EF007184/2018	2018/19
EF005318/2019	2019/20
EF003433/2020	2020/21

THE ASSESSOR, THE BOARD OF ASSESSORS AND
THE BOARD OF ASSESSMENT REVIEW OF THE
CITY OF NEWBURGH AND THE CITY OF
NEWBURGH

Respondents,
-and-

NEWBURGH ENLARGED CITY SCHOOL DISTRICT
Intervenor-Respondent.

For Review of a Tax Assessment Under
Article 7 of the Real Property Tax Law.

-----X

Proceedings having been brought by ALEX VURSTA, the Petitioner herein,
to review the assessments by the Respondents located in the City of
Newburgh, designated as Section 16, Block 6, Lot(s) 1 on the tax maps and
assessment rolls of the City of Newburgh and owned by the Petitioner herein
for the taxable status March 1, 2017 (Tax Year: 2017/18), March 1, 2018 (Tax
Year: 2018/19), March 1, 2019 (Tax Year: 2019/20), March 1, 2020 (Tax Year:
2020/21) and March 1, 2021 (Tax Year: 2021/22), and

The issues of these proceedings having duly come before an IAS Part of the Court and the Petitioner, having appeared by BRIAN M. TROY, ESQ., of CRONIN & CRONIN LAW FIRM, PLLC, the Respondents, City of Newburgh, by their attorney, KELLY M. NAUGHTON, ESQ. of BURKE, MIELE, GOLDEN & NAUGHTON, LLP and the Intervenor-Respondents, Newburgh Enlarged City School District, by their attorney, MARC E. SHARFF, ESQ., of SHAW, PERELSON, MAY & LAMBERT, LLP and the parties having agreed to a settlement of these proceedings;

NOW, upon the consent of the parties indicated by the signatures of the attorneys for each of the respective parties indicated hereon and due deliberation having been had thereon, it is

ORDERED, that the assessments on the property designated as Section 16, Block 6, Lot(s) 1 on the tax maps and for the taxable status dates March 1, 2017 (Tax Year: 2017/18), March 1, 2018 (Tax Year: 2018/19), March 1, 2019 (Tax Year: 2019/20), March 1, 2020 (Tax Year: 2020/21) and March 1, 2021 (Tax Year: 2021/22) shall be amended and reduced to read as follows:

Desc.: 16-6-1:

<u>Taxable Status Date (Tax Yr.)</u>	<u>Original Assessed Valuation</u>	<u>Amount of Reduction</u>	<u>Total Final Assessed Valuation</u>
March 1, 2017 (2017/18)	\$411,300	\$ 46,300	\$365,000
March 1, 2018 (2018/19)	\$411,300	\$ 46,300	\$365,000
March 1, 2019 (2019/20)	\$411,300	\$ 46,300	\$365,000
March 1, 2020 (2020/21)	\$466,500	\$ 71,500	\$395,000
March 1, 2021 (2021/22)	\$533,200	\$138,200	\$395,000

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York, be and hereby is directed and authorized to audit, allow, and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the Petitioner, ALEX VURSTA, the amounts, if any, of County taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, without interest thereon, if payment is made within sixty (60) days of service of a certified copy of this Order upon the Commissioner of Finance of the County of Orange. If payment is not made within sixty (60) days after the service of a certified copy of this Order upon the Commissioner of Finance of the County of Orange, then statutory interest will be paid on the amount of any refund made, from the date of payment of the taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Commissioner of Finance of the County of Orange, and it is further

ORDERED AND DIRECTED that the Receiver of Taxes of the City of Newburgh and/or Commissioner of Finance of the County of Orange, State of New York as the case may be, be and hereby is directed and authorized to audit, allow, and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the petitioner, ALEX VURSTA, the amounts, if any, of City and ad valorem special districts taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, without interest thereon, if payment is made within sixty (60) days of service of a certified copy of this Order upon the Receiver of Taxes of the City of Newburgh. If

payment is not made within sixty (60) days after the service of a certified copy of this Order upon the Receiver of Taxes of the City of Newburgh, then statutory interest will be paid on the amount of any refund, from the date of payment of taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Receiver of Taxes of the City of Newburgh, and it is further

ORDERED AND DIRECTED that the Trustees of the Newburgh Enlarged City School District, unless sooner paid, at the next budget or other appropriate meeting following the entry of this Order, shall audit, allow and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the Petitioner, ALEX VURSTA, that part of the taxes representing the School taxes which is in excess of what such taxes would have been if the assessment complained of had been herein audited and determined by this Order, without interest thereon, if payment is made within sixty (60) days of service of a certified copy of this Order upon the Trustees of the Newburgh Enlarged City School District. If payment is not made within sixty (60) days after the service of a certified copy of this Order upon the Trustees of the Newburgh Enlarged City School District, then statutory interest will be paid on the amount of any refund made, from the date of payment of the taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Trustees of the Newburgh Enlarged City School District, and it is further

ORDERED AND DIRECTED that upon compliance with the terms of this Order, the above captioned proceedings be, and the same hereby are discontinued without costs to either party as against the other.

Date:

E N T E R:

J.S.C.

Entry of the foregoing Order
is hereby consented to:

CRONIN & CRONIN LAW FIRM, PLLC
Attorneys for Petitioner



BY: BRIAN M. TROY, ESQ.
200 Old Country Road, Suite 470
Mineola, New York 11501

BURKE, MIELE, GOLDEN & NAUGHTON, LLP
Attorney for Respondents

BY: KELLY M. NAUGHTON, ESQ.
40 Matthews Street, Suite 209
P.O. Box 216
Goshen, New York 10924

SHAW, PERELSON, MAY & LAMBERT, LLP
Attorney for Intervenor-Respondents

BY: MARC E. SHARFF, ESQ.
115 Stevens Avenue
Valhalla, New York 10595

RESOLUTION NO.: 155 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH KAREN DANIELS IN THE AMOUNT OF \$7,500.00**

WHEREAS, Karen Daniels brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Karen Daniels in the total amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 156 - 2021

OF

JUNE 14, 2021

**A RESOLUTION AMENDING RESOLUTION NO. 108-2021 OF APRIL 26, 2021
AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH
TRAVELERS PERSONAL INSURANCE COMPANY
A/S/O CAYLENA CAHILL IN THE AMOUNT OF \$3,707.49**

WHEREAS, by Resolution No. 108-2021 of April 26, 2021, the City Council of the City of Newburgh authorized the settlement of a claim brought by Travelers Personal Insurance Company a/s/o Caylena Cahill the amount of Three Thousand Five Hundred Twenty-Eight and 48/100 Dollars (\$3,528.48) in exchange for a release to resolve all claims among them; and

WHEREAS, the claimant has submitted an additional expense claim in the amount of One Hundred Seventy-Nine and 01/100 Dollars (\$179.01) for a total settlement amount of Three Thousand Seven Hundred Seven and 01/100 Dollars (\$3,707.01); and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to amend the settlement authorization to include the additional expense to resolve the matter;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Travelers Personal Insurance Company a/s/o Caylena Cahill in the total amount of Three Thousand Seven Hundred Seven and 01/100 Dollars (\$3,707.01) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.